



## Central Bank of India

## Department of Information Technology

Tender No. CO: DIT: PUR: 2024-25:409

Request for Proposal (Bid) Document For

Appointment of Consultant for CBS Project of Regional Rural Banks Sponsored by Central Bank of India Uttar Bihar Gramin Bank (UBGB)

8

Uttar Banga Kshetriya Gramin Bank (UBKGB)

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## **Definitions and Abbreviations**

| A sus revers   |   |  |
|----------------|---|--|
| Acronym        | Full Form   |  |
| AM             | Approach and Methodology  |  |
| AMC            | Annual Maintenance Contract   |  |
| ARA            | At risk amount  |  |
| ATS            | Annual Technical Support  |  |
| ALM            | Asset Liability Management  |  |
| AML            | Anti-Money Laundering   |  |
| BOM            | Bill of Materials   |  |
| СВ             | Commercial Bid  |  |
| CD             | Compact Disk  |  |
| RRB            | Regional Rural Bank   |  |
| DC             | Data Center   |  |
| DR             | Disaster Recovery   |  |
| EMD            | Earnest Money Deposit   |  |
| FR             | Functional Requirements   |  |
| GUI            | Graphical User Interface  |  |
| IT             | Information Technology  |  |
| NBFC           | Non-Banking Financial Company   |  |
| NDA            | Non-Disclosure Agreement  |  |
| PB             | Project Demonstration & Bid Presentation                                  |  |
| PBG            | Performance Bank Guarantee  |  |
| PE             | Past Experience   |  |
| PO             | Purchase Order  |  |
| Consultant     | CBS & Project Management Consultant                                       |  |
| PoP            | Point of Presence   |  |
| PSU            | Public Sector Undertaking   |  |
| Sponsored RRBs | UBGB (Uttar Bihar Gramin Bank) &UBKGB (Uttar Banga Kshetriya Gramin Bank) |  |
| RCA            | Root cause analysis   |  |
| Bank / RRB     | Sponsored RRBs- UBGB and UBKGB  |  |
| RFP            | Request for Proposal  |  |
| SAN            | Storage Area Network  |  |
| SCB            | Scheduled Commercial Bank   |  |
| SI             | System Integrator   |  |
| SLA            | Service Level Agreement   |  |
| TB             | Technical Bid   |  |
| TCO            | Total Cost of Ownership   |  |
| TR             | Technical Requirements  |  |
|                |   |  |

## **Annexures**

| S/N | Annexure No     | Annexure Name   |  |
|-----|-----------------|---|--|
| 1   | Annexure – I    | Submission Checklist  |  |
| 2   | Annexure – II   | Compliance Certificate  |  |
| 3   | Annexure – III  | Compliance Statement  |  |
| 4   | Annexure – IV   | Technical Proposal Format   |  |
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| 7   | Annexure – VII  | Non-Disclosure Agreement Format   |  |
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| 9   | Annexure – IX   | Bid Undertaking Letter  |  |
| 10  | Annexure – X    | Bill of Material (Total cost of Ownership – TCO)                          |  |
| 11  | Annexure – XI   | Bid Security Declaration  |  |
| 11  | Annexure – XII  | INTEGRITY PACT  |  |
| 12  | Annexure – XIII | Guidelines, Terms & Condition and process flow for E-procurement Auction. |  |
| 13  | Annexure – XIV  | Proposed Team Profile   |  |

#### **Section - ONE**

# Request for Proposal (RFP) for Appointment of Consultant for CBS Project for RRBs sponsored by Central Bank of India (UBGB & UBKGB)

#### 1. Introduction

Central Bank of India, established in 1911, was nationalized in the year 1969 and today is a leading public sector bank listed in BSE/NSE. At present, bank is sponsoring two RRBs, viz: Uttar Bihar Gramin Bank (UBGB) with 1027 branches in Bihar and Uttar Banga Kshetriya Gramin Bank (UBKGB) with 145 branches in Bengal. (Branch Numbers are approximates). At present, RRBs have implemented RTGS, NEFT, IMPS, BePG, Contactless Debit Card, Internet Banking (view only for UBGB & Transaction mode for UBKGB), Mobile Banking (in view only mode for both the RRBs), PFMS, Aadhar Data Vault etc. as per DFS guidelines for Technology Upgradation.

Central Bank of India ) herein after referred to as the "Bank", is providing technical assistance to these RRBs by way of co-ordinating directly with the System Integrator, M/s. Wipro from 2010 onwards. M/s. Wipro is having their own staff setup at our office with around 60 resources ranging from project leader to L1 resources for maintaining the software (Finacle, OEM being Infosys). Also Central Bank of India has provided the Data Centre and DRC exclusively for these RRBs along with its own DC/DRC.

All branches of the sponsored RRBs have been brought under Core Banking Solution to render efficient customer service. Central Bank of India sponsored RRBs have been playing an increasingly active role in promoting the key thrust areas of agriculture, small scale industries as also medium and large industries.

## 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/SPONSORED RRBs 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, on behalf of both Regional Rural Banks (UBGB & UBKGB) sponsored by Central Bank of India (hereby referred as "SPONSORED RRB" or " "Central Bank of India RRBs" or "Bank") invites offer for Technical bid (online) and Commercial bid (online) from eligible consulting bidders. In this RFP document. "bidder/vendor/prospective bidder/ project management consultant" refers to the primary bidder together with other entities responsible for delivering products/ services mentioned in the scone of work in this RFP document

| mentioned in the scope of work   |   |  |  |
|--|---|--|--|
| Tender Reference   | Tender No. CO: DIT: PUR: 2024-25:409  |  |  |
| Name of RFP  | Appointment of Consultant for CBS Project of  |  |  |
|  | Regional Rural Banks Sponsored by Central Bank of India Uttar Bihar Gramin Bank (UBGB) &                              |  |  |
|  | Uttar Banga Kshetriya Gramin Bank (UBKGB)   |  |  |
| Date of Issuance of RFP  | 31/10/2024  |  |  |
| Cost of Tender Document  | ₹ 5,000/- (Rupees Five Thousand only) (Non-Refundable)  |  |  |
| Earnest Monet Deposit  | ₹ 10,00,000/- (₹ Ten Lac only)  |  |  |
| Availability of RFP document for downloading from the Bank's website   | • •   |  |  |
| Pre-Bid Queries submission<br>Date   | 08/11/2024  |  |  |
| Date, Time of Pre-Bid Meeting  | g   12/11/2024  |  |  |
|  | Time :- 03:30 PM  |  |  |
|  | Department of IT, 1st Floor, Central Bank of India Plot<br>No. 26, Sector-11, CBD Belapur, Navi Mumbai – 400614<br>OR |  |  |
|  | Depending upon the situation, meeting may be held virtually through Video Conferencing                                |  |  |
| Last Date and Time for Bid Submission  | 28/11/2024 upto 3:00 PM   |  |  |
| Date & Time of Bid Opening   | 28/11/2024 at 3:30 PM   |  |  |
| Mode of bid submission &   | Mode: Online  |  |  |
| online portal's URL  | URL: https://centralBank.abcprocure.com/EPROC   |  |  |
| Website  | www.centralbankofindia.co.in  |  |  |
| Date & Time of Reverse Auction   | To be notified later to the Eligible Bidders  |  |  |
| Address of Communication  Asst. General Manager-IT (FI/RRB)  Central Bank Of India  Department Of IT ( DIT),  Plot no-26, Sector-11, |   |  |  |
| CBD Belapur, Navi Mumbai- 400614   |   |  |  |
| Contact Name and Telephone 022-67123669  |   |  |  |
| Numbers 022-67123573   |   |  |  |
| Email ID for submission of smitpurchase@centralbank.co.in  |   |  |  |

| Pre-bid queries | cmitrrb@centralbank.co.in |
|-----------------|---------------------------|
|                 | smrrbit@centralbank.co.in |

The interested bidders are required to submit the Non-refundable Tender Document Fees of ₹ 5000/- by way of demand draft from any Scheduled commercial Bank in favor of 'Central Bank of India' and payable at Mumbai or may be paid through NEFT favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE – CBIN0283154. The prospective bidders are advised to note the following:

- 1 The Bank expect the interested Bidder to participate in the RFP by downloading the RFP document from Bank's website. To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing tender sets free of cost and exemption from payment of earnest money (upon submission of MSE certificate copy).
- 2 Representatives of bidders who attend the pre-bid meeting are required to carry an authorization document from the company, an identity card for attending the meeting.
- 3 Technical Specifications, Bill of Material documents, Terms and Conditions and various formats for submitting the tender offer are described in the RFP document and Annexure & Forms.

## 4. Objective of the Tender Document:

The IT environment is ever changing and accordingly RRBs' requirements would be varied and recurring in nature. Bank is issuing this **Request for Proposal ("RFP") for Appointment of Consultant for two RRBs sponsored by Central Bank of India.** The scope of work is described in detail in – "**Scope of Assignment**" of this RFP. Bank seeks comprehensive technical and commercial proposals from "bidders" who have the capabilities to meet RRBs' requirements and have a serious interest in providing the services. This RFP document provides information on RRBs and the requested scope of work and instructions for the preparation and submission of the RFP Response by the bidder to perform the scope of work.

The objectives of this RFP are:

- **1. Scope Definition:** To present the eligible bidders with understanding of RRBs requirements to appoint a consultant for RRB Project for two RRBs of Central Bank of India (UBGB & UBKGB).
- **2. Proposal Request:** To invite detailed proposals from bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
- **3. Bidder Selection:** To shortlist bidders for comprehensive technical and commercial evaluations and award the contract to the selected bidder, taking into consideration evaluation parameters defined in this RFP.

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 the RFP.

#### **5. Duration of Contract:**

The overall activities of the project is expected to be completed in the time period of 24 months from the date of execution of Service Level Agreement. 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.

Bank, at its discretion, can choose to extend the contract with the Bidder at mutually agreed terms.

## 6. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the

**Recipient**" or "the **Respondent**") and no other person or organization.

#### 7. Structure of the RFP Document

#### **Master 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; and
- **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.

## **Annexure and Forms Seeking Response for Evaluation**

A detailed set of annexures and forms 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, functional specifications, technical requirements, proposed team strength, commercial proposals etc. The list of such annexures and forms is provided as per Annexure –I.

## 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

Each Recipient acknowledges and accepts that Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this 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's RFP, be deemed to have accepted the terms as stated above.

## 13. 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:

- If bid is submitted before the stipulated closing time
- Only one submission of response to RFP by each Bidder / 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

#### 14. 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 Bid 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.

## **Late RFP Policy**

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.

## **RFP Validity Period**

RFP will remain valid and open for evaluation according to their terms for a period of at least four (4) months from the time the RFP submission process closes on the deadline for lodgment of RFPs.

## **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 RFP 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.

## 15. Disqualification

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

## 16. Bid Process

Selection of a successful consultant will involve a five (5) stage approach. The approach follows the Indian Governments, Central Vigilance Commission (CVC) guidelines.

- 1. Issue of RFP document
- 2. Receipt of Bid document
- 3. Opening of the Bid
- 4. Technical & Commercial Evaluation including Reverse Auction of offers
- 5. Price discovery and finalization with the successful bidder.

In case only one bidder participates in the bid process, then bank will re-tender the RFP. After re-tender of the RFP, in case only one bidder participates in the bid process, in such case Bank at its discretion can proceed with selection and negotiation with that Bidder.

## 17. Scope of the Assignment

Given the ever-changing business and technology environment and the background that the Bank's requirements would be varied and recurring in nature. CBoI Sponsored RRB's envisage the need for consulting assistance for RRB Projects in CBoI sponsored RRBs and Project Management for the below mentioned scope of work.

Central Bank of India is providing technical assistance to the RRBs by way of co-ordinating directly with the System Integrator from 2010 onwards. At present, Bank is using CBS Finacle 10.2.25 (OEM being Infosys). The present contract with existing SI for CBS in RRBs is valid up to December 2025 only.

Central Bank of India sponsored RRBs, through this RFP, is inviting Consultants to be part of the transformation journey on the following, but not limited to –

- 1. IT Strategy for the RRB's considering new regulatory guidelines, Cyber security requirements, competitive landscape and Bank's future vision, mission and objectives
- 2. Decision on Renewal/ New RFP for support and maintenance of CBS and allied applications
- 3. Contract renewal assistance with existing service provider for support and maintenance of CBS and allied applications

#### <u>OR</u>

RFP preparation and, Bid process management for selection of new service provider for CBS and allied applications and Program Management for transition from existing service provider to new service provider

- 4. RFP preparation and Bid process management for selection of service provider for new applications and associated hardware.
- 5. Project Management of new applications and associated hardware

The selected Consultant will be required to visit the Head Offices of the Central Bank of India sponsored both RRB's (UBGB & UBKGB) on half yearly basis, if required. Bank will inform on the same. For any other travel request by the Bank other than the half yearly visits, the expense shall be borne by the Bank.

## 18. Detailed Scope of Work

The Bidder / Consultant is expected to provide on-site management assistance to the Bank for end-to-end Core Banking Solution (CBS) contract renewal with the existing System Integrator. The overall activities of the project are expected to be completed in the time period of 24 months. Depending upon the requirement, bidder is required to depute on site resources accordingly for the various activities mentioned in Scope of Work.

Consultants are required to carry out the following activities in phased manner as detailed in subsequent sections.

- 1. IT Strategy
  - i. Server Hardware
  - ii. Storage & Backup
  - iii. Network Infrastructure (DC, DR, Near Site and Branch/Other Office Components)
  - iv. Network Bandwidth
  - v. Cybersecurity & Information Security

- vi. Security Operations Center
- vii. Supporting Applications & Digital Services
- viii. RRB IT Resource Planning at DC and DRC
- 2. CBS Contract Renewal / RFP for CBS System Integrator
- 3. PMO Services for End-to-End Vendor Transition (if applicable)
- 4. RFP Preparation, Vendor Evaluation & Selection and Acceptance of Delivered Hardware and Software
- 5. Project Management

#### 1. IT Strategy

- 1.1 The IT strategy of both the RRBs should be in alignment to the Core Business Strategy of respective RRBs.
- 1.2 The IT strategy should cover the following (but not limited to):
  - i. Server Hardware
  - ii. Storage & Backup
  - iii. Network Infrastructure (DC, DR, Near Site and Branch/Other Office Components)
  - iv. Network Bandwidth
  - v. Cybersecurity & Information Security
  - vi. Security Operations Center
  - vii. Supporting Applications & Digital Services
  - viii. RRB IT Resource Planning at DC and DRC
- 1.3 Consultant is required to perform below key activities (but not limited to):

### As-Is Study: Study the existing IT Infrastructure at the RRBs -

- 1.3.1 As part of this phase, the bidder is expected to undertake a detailed assessment of the existing IT Setup of the Bank which would include
  - a) Review of existing IT Setup / Architecture of the Bank for Server Hardware, Storage & Backup, Network Infrastructure (DC, DR, Near Site and Branch/Other Office Components), Network Architecture, Network Bandwidth, Cybersecurity & Information Security, and Supporting Applications & Digital Services and formulate plan for revamping of IT Infrastructure in alignment with Banking Industry / Peer Banks to bring competitive advantage.
  - b) Review of Cyber Security Framework in terms of Policy framework / RBI Guidelines / Government guidelines.

### 1.3.2 IT Strategy Roadmap -

The selected bidder shall prepare an IT Strategy Roadmap along with the indicative financial outlay for the RRBs, with a vision for at least next 5 years. The IT strategy road map should include suggestions on the Server Hardware, Storage, Network Infrastructure, Network Architecture, Network Bandwidth, Cybersecurity & Information Security and supporting applications & Digital Services at DC, DR and NDR site. Scope of multi-tenancy should be considered while designing the architecture.

## 1.3.3 DC and DRC -

- a) Assess the requirements for Expansion of Data Centre, Disaster Recovery Site and new NDR site in the identified area and define modalities thereof for expansion and assist the Bank in expansion process including RFP, if required.
- b) Assessment Report and Price discovery of various components

#### 1.3.4 NEAR SITE -

a) Assessment of End to End Near Site Requirements which includes new Near Site infrastructure requirements, Near Site Link Assessment, Storage requirements and Sizing, procurement of Near Site Hardware (s) / Exploration of new Near Site requirement through RFP, if required.

b) Preparation of implementation plan, monitoring of implementation and sign off.

#### 1.3.5 HARDWARE & STORAGE -

- a) Refreshment, Upgradation and augmentation of CBS Hardware(s)
- b) Refreshment and Upgradations of Core and Non-Core storage for DC and DR.
- c) Refreshment, Upgradations, augmentation and adoption of new technology in storage of Core and Non-Core Storage for DC and DR.
- d) Augmentation of Hardware(s) for Centralized CBS, Centralized Reports
- e) Procurement of Hardware(s) and associated software(s) for in-scope solutions

#### 1.3.6 NETWORKING -

- a) The Bidder / Consultant is required to assess the Networking Infrastructure and Network Architecture of the Bank and provide the detailed Augmentation plan.
- b) Refreshment of Branch switches.
- c) Refreshment of Network Equipment for DC, DR and Near Site, wherever required in consultation with Bank.
- d) Network Security refreshment and upgradations, wherever required in consultation with Bank.

#### 1.3.7 CYBER SECURITY FRAMEWORK –

- a) Preparation of approach paper for establishment of Cyber Security SOC (Security Operation Centre) for RRBs.
- b) Enhancement of Security appliances considering the current industry standard and devising roadmap for next 5 years.
- c) Bank has procured SD-WAN enabled routers. To assess the feasibility of using SD-WAN as a switch or procurement of new switch is required.
- 1.4 The scope of work is fixed price contract and no additional fees other than what has been quoted by bidder/vendor would be payable by the bank.
- 1.5 The IT strategy document should also detail the procurement strategy for each of the components and ensure the same is in confirmation to the CVC, GFR and CAG guidelines.
- 1.6 The IT strategy document should detail the option evaluations for owned model, outsourced model and hybrid model with their analysis and pricing impact.
- 1.7 Formulate end to end strategy for existing applications/solutions.
- 1.8 Review the overall enterprise architecture and suggest improvements
  - a) Data Centre Infrastructure Consolidation, Expansion & Virtualization
  - b) Data Centre, Disaster Recovery Site and Near Site IT Infrastructure
  - c) Various Delivery Channels of RRB including ATM, Internet Banking, Mobile Banking, Business Correspondent etc.
  - d) Payment Systems including RTGS, NEFT, UPI, IMPS etc.
  - e) SOC and SIEM implementation.
  - f) Enterprise Management System (EMS) Monitoring tool
- 1.9 Facilities Management and Service Levels.
- 1.10 Consultant should make complete study the new Finacle Version for RRB and suggest the methodology, business process reengineering to be carried out by RRBs, so that bank can move to next version of Finacle.
- 1.11 Adoption of New Technologies such as AI/ML based solutions including Micro Service Architecture/ DevOps/ DevSecOps and Containerization Technology.
- 1.12 Define the IT strategy of RRBs both for the short term and long term.
- 1.13 Define the investment layout
  - Business case for technology investment should be prepared by the consultant highlighting the need and project cost including implementation plan and timelines
  - b) Identifying available solutions, making comparison/analysis and proposing solution suitable to RRB.

- 1.14 Define the implementation roadmap and milestones.
- 1.15 The Bidder / Consultant is required to assess the current resource allocation/utilization and provide recommendation on future resource planning for RRB IT team and System Integrator (SI) resource planning at DC and DRC.

A - Deliverable & Acceptance Criteria

| Sr. | Deliverable  | Acceptance criteria   | Timelines   |
|-----|--|---|-------------|
| No. |  |   |             |
| 1.  | Current state assessment detailing the current issues and challenges faced by RRB with respect to existing IT infrastructure such as Hardware, Software Middleware, including Network and Security Infrastructure etc. and resource allocated at DC, DR and other branches/offices | Submission of the Current State Assessment report and presentation to Senior/ Top Management / Project Monitoring Committee.                              |             |
| 2.  | IT strategy document covering the aspects in scope defined above along with the indicative/tentative financial outlay and procurement strategy for the various components. Strategy should also cover RRB IT Resource Planning.  | Submission of the Roadmap and<br>IT Strategy document and<br>presentation to Senior/ Top<br>Management / Project Monitoring<br>Committee                  | T*+2 Months |
| 3.  | Preparation of Information Security framework including devising policies/procedures/guidelines etc.   | Submission of the Information<br>Security Framework with<br>policies/procedures/guidelines to<br>Senior/ Top Management /<br>Project Monitoring Committee | T*+2 Months |

<sup>\*</sup>T = Date of execution of Service Level Agreement

#### 2. CBS Contract Renewal / RFP for CBS System Integrator

Consultant is required to perform study of the existing CBS system and contract with M/s Wipro and required to formulate end to end CBS upgrade/renewal strategy —

- a) The Bank's appointed consultant shall study the existing contract with the current CBS vendor. The idea of this study would be to gain understanding of the current issues and challenges faced by both the RRBs and also gain understanding of the future requirements and expectations of the RRBs from the CBS Vendor (New/ Renewed) so that the same can be taken care of whilst formulating the new RFP and selecting the new CBS vendor (System Integrator) as the case maybe.
- b) The Bank's appointed consultant shall prepare roadmap incorporating various business models / implementation models for implementing the Core Banking Solution across the RRB's.

Bank can either opt for renewal with existing System Integrator or can opt to float an RFP for selection of System Integrator. The Bidder needs to consider both the options. However, Bank will opt for only one of the below options.

#### 2a. CBS Contract Renewal with existing System Integrator

- 1. Define the road map and strategies for the renewal of RRBs Core Banking System with existing System Integrator.
- 2. Understanding the Contractual obligations between the Bank and the existing System Integrator and defining Scope of Work of existing system integrator for new contract.
- 3. Define the strategy for contract renewal taking into consideration the Bank's requirements and Business Projections, CVC guidelines, various RBI / Government Guidelines, Cyber security requirements and other statutory and regulatory guidelines. The bidder should coordinate with different Bank Departments and existing System Integrator for finalizing the hardware & software sizing, considering the projection of next five years.
- 4. Identify the components (hardware, application and system software(s), network, security etc.), resource planning (number of resource as well as level/skills of resource required) for smooth transition and proper maintenance of the project and draw up a comprehensive strategy / plan for next five years on how the components would be upgraded, replaced, enhanced at the data centre, disaster recovery site and Branches/Offices.
- 5. Perform a detailed technical and commercial evaluation for the scope of work to be renewed with the existing system integrator.
- 6. Price Discovery, Participate in price negotiations and discussions with the vendors.
- 7. Review existing Escrow mechanism and formulate new Escrow arrangement if required.
- 8. Review the facilities management deployment at the Bank across the Project Management Office (PMO), Head office, Regional offices, other locations etc. And suggest a suitable model taking into consideration the Bank's future plans and ambitions. Also the contract renewal with the system integrator
- 9. Perform a detailed technical and commercial evaluation of the bill of materials along with verification of BoM or tender documents for the items that need to be upgraded, replaced, and enhanced at the data centre and disaster recovery site and Branches/Offices etc.
- 10. Preparation and Signing of Service Level Agreement (SLA), Master Service Agreement (MSA), Non-Disclosure Agreement (NDA) and Escrow Agreement for both the RRBs.

#### 2b. In case of RFP route for selection of CBS System Integrator

- 1. Define the road map and transition plan for transition of Core Banking System from existing System Integrator to the new System Integrator for CBS.
- 2. Formulation of RFP for selection of New CBS System Integrator
- 3. Vendor Evaluation and Selection
- 4. Identify the components (hardware, Application and system software(s), network, security etc.) and draw up a comprehensive strategy / plan for next five years on how the components would be upgraded, replaced, enhanced at the data centre, disaster recovery site and Branches.
- 5. Perform a detailed technical and commercial evaluation for the scope of work to be renewed with the existing system integrator.
- 6. Price Discovery, Participate in price negotiations and discussions with the vendors.
- 7. Formulate new Escrow arrangement.
- 8. Formulate the facilities management deployment at the Bank across the Project Management Office (PMO), Head office, Regional offices, other locations etc. And suggest a suitable model taking into consideration the Bank's future plans and ambitions and also the contract renewal with the system integrator
- 9. Perform a detailed technical and commercial evaluation of the bill of materials along with BoM verification or tender documents for the items that need to be upgraded, replaced, enhanced at the data centre and disaster recovery site and Branches etc.

- 10. Bidder is required to provide PMO services during end-to-end vendor transition from the existing System Integrator to the new System Integrator.
- 11. Preparation and Signing of Service Level Agreement (SLA), Master Service Agreement (MSA), Non-Disclosure Agreement (NDA) and Escrow Agreement for both the RRBs.
- 12. Resource planning: number and capability level of resource required for smooth transition from existing CBS vendor to new vendor, if required and smooth maintenance of the project.

## **B - Deliverable & Acceptance Criteria**

| Sr. No. | verable & Acceptance<br>Deliverabl |             | Acceptance criteria  | Timelines     |
|---------|------------------------------------|-------------|--|---------------|
| 2a.     | 1. Current Assess                  |             |  | T*+ 5 Months  |
| za.     | Review of the ex                   |             | contract and submission of                                   | 1 · Sivionais |
|         | contract for the                   | -           | Report on the status of current SI                           |               |
|         | applications and                   |             | vis-a-vis the contract deliverables.                         |               |
|         | infrastructure m                   |             | Defining the strategy for contract                           |               |
|         | current System                     |             | renewal and identifying the                                  |               |
|         | of CBol RRBs                       |             | components that need to be                                   |               |
|         | 2. Gap Analysis                    |             | replaced/upgraded or enhanced                                |               |
|         | 3. To-Be state for C               | Bol RRBs    | at the data center, near site and                            |               |
|         | 4. Preparation of C                | BS Contract | disaster recovery site.                                      |               |
|         | Renewal Scope o                    |             | ŕ  |               |
|         | 5. New Contract Re                 |             | and Bill of materials (for direct                            |               |
|         | submission of th                   | ne reviewed | orders with the SI) to the existing                          |               |
|         | contract docum                     | ent to Bank | SI for contract renewal                                      |               |
|         |                                    | 3.          | Perform Price Discovery and                                  |               |
|         |                                    |             | assist Bank in Negotiation                                   |               |
|         |                                    | 4.          | On contract finalization and                                 |               |
|         |                                    |             | contract signing   |               |
|         |                                    |             | (SLA/MSA/NDA/Escrow etc) with                                |               |
|         |                                    |             | the System Integrator and                                    |               |
|         |                                    |             | Completion of all defined                                    |               |
|         |                                    |             | activities for contract renewal.                             |               |
| 2b.     | 3. To-Be state for C               |             | <b>.</b>   | T*+ 5 Months  |
|         | 4. Preparation of F                |             | System Integrator and identifying                            |               |
|         | CBS System Inte                    | egrator     | the components that need to be                               |               |
|         |                                    |             | replaced/upgraded or enhanced                                |               |
|         |                                    |             | at the data center, near site and                            |               |
|         |                                    |             | disaster recovery site.Preparation                           |               |
|         |                                    |             | and Release of RFP (Defining                                 |               |
|         |                                    |             | Scope, Technical Specifications                              |               |
|         |                                    |             | and Functional Specifications)                               |               |
|         |                                    | 2.          | ,  |               |
|         |                                    |             | Eligibility Evaluation Report,                               |               |
|         |                                    |             | Technical Evaluation Report.                                 |               |
|         |                                    | 3.          | • •  |               |
|         |                                    |             | Price Discovery  |               |
|         |                                    | 4.          |  |               |
|         |                                    |             | contract (SLA/MSA/NDA/Escrow etc) with New System Integrator |               |
|         |                                    |             | and Verification of Hardware,                                |               |
|         |                                    |             | Software, Licenses & Subscription                            |               |
|         |                                    |             | etc (if applicable).   |               |
|         |                                    | 5.          |  |               |
|         |                                    | 3.          | New System Integrator  |               |
|         |                                    |             | MEM SASIGIII IIIIGRIAIOI                                     |               |

## 3. PMO Services for End-to-End Vendor Transition (if applicable)

Bidder is required to provide PMO services during end-to-end vendor transition from the existing System Integrator to the new System Integrator if Bank chooses to go with Option 2b. RFP route for selection of CBS System Integrator in Part 2 above.

## C - Deliverable & Acceptance Criteria

| Sr.<br>No. | Deliverable   | Acceptance criteria  | Timelines    |
|------------|---|--|--------------|
| 1          | Completion of transition to     New System Integrator     End-to-end vendor       | 1. On Submission of Transition plan and approach finalization. | X* + 15 Days |
|            | transition from the existing<br>System Integrator to the new<br>System Integrator | 2. On Completion of transition to New System Integrator.       | X* + 15 Days |
|            |   | 3. On Completion of Parallel run by New System integrator.     | X* + 15 Days |
|            |   | 4. On Exit of existing System Integrator from the system.      | X* + 15 Days |

<sup>\*</sup> X = Date of communication (in writing) by the Bank for initiation/completion of underlying activity.

#### 4. RFP Preparation, Vendor Evaluation and Selection

The Consultant is required to assist RRBs in the RFP Preparation and Bid Process Management for selection of service provider for the list of new applications and associated hardware.

The scope of activities to be performed are -

- 4.1 Define and agree the procurement strategy with RRB along with the benefits or pitfalls for each of the options e.g.
  - 4.1.1 Whether to continue with the current HW/SW solution and upgrade all components with existing SI/Vendor
  - 4.1.2 Whether to continue with the current HW/SW solution and upgrade all the components with a new SI/Vendor.
  - 4.1.3 Go for a fresh procurement for an all new HW/SW solution with a new SI/Vendor
- 4.2 Identify the components that would require the upgrade, replacement, enhancement at data center Disaster recovery site for hardware, software, network, bandwidth, ATS, AMC, Subscriptions, Licenses, facilities management, security, DC and DR site infrastructure across all applications and infrastructure components including electrical infrastructure.
- 4.3 Define and agree the implementation model with RRBs along with the benefits or pitfalls for each of the options.
- 4.4 Evaluate the business functionalities of current RRBs CBS in terms of:
  - 4.4.1 Define the network and security architecture for the solution
  - 4.4.2 Identify sizing requirements and discuss the same with RRBs
  - 4.4.3 Guiding and providing required advice to RRBs for successful renewal/upgrade of RRB CBS project.
- 4.5 Discuss with RRBs on compliance to CVC guidelines and other regulatory and statutory

- guidelines for the approved procurement strategy.
- 4.6 Finalize the RRB CBS procurement strategy with RRBs and obtain consensus
- 4.7 Define and prepare single / multiple RFPs or scope documents as per the defined and agreed strategy with the Bank.
- 4.8 Price Discovery for base price fixation, Negotiation, AMC / ATS Renewal, Facility Management (FMS) etc.
- 4.9 Define and renew Service Levels and assist Bank for Service Level Agreements for all projects under the scope of this RFP.
- 4.10 Bidder to assist Bank in the Validation and Review of Purchase Order (PO), Service Level Agreement (SLA) and Escrow Agreement etc.
- 4.11 Bidder to assist Bank in Preparation and Execution of Service Level Agreement (SLA)/MSA /Escrow, preparation of Delivery and Implementation plan, Delivery and Implementation Sign-off plan, Hardware & Software verification.
- 4.12 Consultant to study and suggest the applications which can be ported to cloud.

The solutions envisaged to be procured by RRBs as part of this initiative are:

| S/N        | Project   |  |  |
|------------|---|--|--|
| 1          | Refresh/Upgrade/Augmentation/ of Storage  |  |  |
| <b>2</b> F | Procurement / Augmentation of Hardware(s) Servers(s) (Wintel)   |  |  |
| 3 F        | Refresh /Procurement Enterprise Service Bus (ESB) / Middleware  |  |  |
| 4          | Refresh of existing RISC Servers  |  |  |
| 5 ι        | Upgradation / Procurement of existing Enterprise Management Solution (EMS)  |  |  |
|            | Procurement, Refresh and augmentation of Network Devices at DC, DR, Near Site and   |  |  |
|            | Branches/other offices etc.   |  |  |
|            | Enterprise Asset Management Solution  |  |  |
|            | Setup of NDR site   |  |  |
|            | DARS (Data Archival Solutions)  |  |  |
|            | EDR (End Point Detection and Response) / XDR tool (Extended Detection and Response)   |  |  |
|            | Centralized Software Distribution Tool  |  |  |
|            | SOC including NG-SIEM (Next generation – Security Information and Event Management ) & SOAR (Security Orchestration, Automation and Response) |  |  |
|            | EFRMS (Enterprise Fraud Risk Management Solution)   |  |  |
|            | Regression Testing and Audit Observation Scanning Tool  |  |  |
| 15 [       | Data Classification and Data Encryption / Decryption  |  |  |
| 16         | Mail Messaging System   |  |  |
| <b>17</b>  | BM MQ (for NEFT/RTGS)   |  |  |
| <b>18</b>  | Procurement / Augmentation of Virtualization Software   |  |  |
| 19         | Network Access Control  |  |  |
| 20         | Procurement of IP Phones.   |  |  |
| 21 [       | Document Management & Voucher Archiving System  |  |  |
|            | Procurement of automated reconciliation solution for all channel transactions (AePS, NEFT, RTGS, ATM, CTS, IMPS, UPI)                         |  |  |
| 23 \       | Version Control Software  |  |  |
| 24 (       | CI/CD Pipeline Solution (Continuous Integration and Continuous Deployment)  |  |  |
| 25 \       | Vendor Payment Module   |  |  |

**Note** – There will be separate pricing for each of the line items mentioned in the above table, which will include price for RFP Preparation, Vendor Evaluation & Selection for each solution.

Multiple solutions/line items from the above list will be grouped into few RFPs as per Bank's requirements.

## 4.13 Following is the scope of the consultant for the above section:

The consultant is required to understand RRB's functional application modules, operations, services and Infrastructure from an IT standpoint for all points mentioned above.

#### 4.14 RFP Preparation

The Consultant will be required to formulate RFPs for each of the items mentioned above. As part of the RFP formulation the consultant would need to perform the following scope:

- I. Finalize the scope of work and technologies for solutions in consultation with CBol RRB's
- II. Define the functional and technical requirements/ specifications for the applications and infrastructure components specified above
- III. Defining the minimum eligibility criteria for the bidders
- IV. Obtain sign-off from RRBs on the formulated technical requirements
- V. Formulate the RFP to be floated by RRBs which will cover:
  - a. Scope of work
  - b. Technical requirements as formulated above
  - c. Design the evaluation methodology
  - d. Deliverables with timeline
  - e. Service levels
  - f. Penalties
  - g. Payment terms
  - h. Price discovery of various products for arriving Base price.
  - i. Eligibility and technical evaluation criteria
  - j. Bill of material and other formats
  - k. Framework for obtaining the commercial bids
  - I. Assist Bank in pre-Bid meeting, vendor evaluations and selection process.
  - m. Terms and conditions
- VI. Discuss the formulated request for proposal (RFP) with RRBs
- VII. Obtain sign-off from RRBs on the RFP formulated
- VIII. Assist RRBs in floating the RFP

#### 4.15 Vendor Evaluation & Selection

The Consultant will assist RRBs in conducting the Vendor evaluation and selection and perform the tasks mentioned below for each of the RFP's floated:

- i. Attend the pre-bid meeting and respond to pre-bid queries
- ii. Perform the eligibility evaluation based on the parameters defined in the RFP
- iii. Perform the technical evaluation based on the parameters defined in the RFP
- iv. Identify gaps in the eligibility and technical compliance
- v. Assist RRBs is obtaining responses for the identified gaps
- vi. Assist RRBs in closure of the gaps identified and obtain sign-off on the eligibility and technical evaluation
- vii. Assist RRBs in performing product demonstrations and technical product evaluations based on technical presentation.

viii. Price discovery of various products for arriving Base price.

- ix. Assist RRBs in site visit as a part of technical evaluation process.
- x. Perform technical Bill of Material normalization
- xi. Assist RRB in finalizing and technically shortlisted bidders on the basis of technical evaluation

- xii. Assist RRB for commercial bid evaluation of the technically short-listed bidders
- xiii. Conducting a detailed technical evaluation of the eligible bidders.
- xiv. Commercial bid evaluation methodology for the technically shortlisted vendors
- xv. Provide the final outcome of the technical and commercial evaluation for the final shortlisted bidder

## 4.16 Acceptance of Delivered Hardware and Software

Bidder needs to perform the acceptance of the delivered Hardware and Software as per the Bill of Materials.

## D - Deliverables & Acceptance Criteria

| Sr.<br>No | Deliverable   | Acceptance criteria  | Timelines                  |
|-----------|---|--|----------------------------|
| 1.        | RFP Preparation  1. Functional specifications 2. Technical specifications 3. Bill of Materials 4. RFP document  | <ol> <li>Submission of the functional specification document to RRB</li> <li>Submission of the technical specification document to RRB</li> <li>Submission of the Bill of Materials document to RRB</li> <li>Submission of the RFP document to RRB.</li> </ol>     | X* + 15 Days               |
| 2.        | 1. Vendor evaluation & Selection  a. Pre-bid responses b. Eligibility evaluation report c. Technical evaluation report  a. Commercial evaluation report/price discovery | <ol> <li>Submission of the response to pre-bid queries to RRB</li> <li>Submission of the eligibility evaluation Report</li> <li>Submission of the technical evaluation report</li> <li>Submission of the price discovery /commercial evaluation report.</li> </ol> | X* + 15 Days  X* + 15 Days |
|           | b. On submission of<br>draft SLA or<br>MSA/NDA/Escrow   | 5. Submission of SLA/MSA/NDA/Escrow  | X* + 15 Days               |
| 3.        | Acceptance of Delivered     Hardware and Software   | <ol> <li>Submission of Hardware verification with respect to the Bill of Materials</li> <li>Submission of Software verification with respect to the Bill of Materials</li> <li>Submission of Software Licenses/Subscription etc.</li> </ol>                        | X* + 15 Days               |
|           | Contract signing     (SLA/MSA/NDA/Escrow     etc)   | 4. Completion of signing of SLA/MSA/NDA/Escrow etc   | X*+ 15 Days                |

<sup>\*</sup> X = Date of communication (in writing) by the Bank for initiation/completion of underlying activity.

#### **Project Management**

The consultant is required to project manage the entire implementation and Go-live of the following projects of RRBs:

| S/N | Project  |  |  |
|-----|--|--|--|
| 1   | Refresh/Upgrade/Augmentation/ of Storage   |  |  |
| 2   | Procurement / Augmentation of Hardware(s) Servers(s) (Wintel)                              |  |  |
| 3   | Refresh /Procurement Enterprise Service Bus (ESB) / Middleware                             |  |  |
| 4   | Refresh of existing RISC Servers   |  |  |
| 5   | Upgradation / Procurement of existing Enterprise Management Solution (EMS)                 |  |  |
| 6   | Procurement, Refresh and augmentation of Network Devices at DC, DR, Near Site and          |  |  |
|     | Branches/other offices etc.  |  |  |
| 7   | Enterprise Asset Management Solution   |  |  |
| 8   | Setup of NDR site  |  |  |
| 9   | DARS (Data Archival Solutions)   |  |  |
| 10  | EDR (End Point Detection and Response) / XDR tool (Extended Detection and Response)        |  |  |
| 11  | Centralized Software Distribution Tool   |  |  |
| 12  | SOC including NG-SIEM (Next generation – Security Information and Event Management ) &     |  |  |
|     | SOAR (Security Orchestration, Automation and Response)                                     |  |  |
| 13  | EFRMS (Enterprise Fraud Risk Management Solution)  |  |  |
| 14  | Regression Testing and Audit Observation Scanning Tool                                     |  |  |
| 15  | Data Classification and Data Encryption / Decryption                                       |  |  |
| 16  | Mail Messaging System  |  |  |
| 17  | IBM MQ (for NEFT/RTGS)   |  |  |
| 18  | Procurement / Augmentation of Virtualization Software                                      |  |  |
| 19  | Network Access Control   |  |  |
| 20  | Procurement of IP Phones.  |  |  |
| 21  | Document Management & Voucher Archiving System   |  |  |
| 22  | Procurement of automated reconciliation solution for all channel transactions (AePS, NEFT, |  |  |
|     | RTGS, ATM, CTS, IMPS, UPI)   |  |  |
| 23  | Version Control Software   |  |  |
| 24  | CI/CD Pipeline Solution (Continuous Integration and Continuous Deployment)                 |  |  |
| 25  | Vendor Payment Module  |  |  |

The Project Management scope includes activities such as -

- 5.1 The consultant is expected to provide project management onsite resources having relevant experience to hand hold the Bank throughout the entire end to end project management life cycle for technology and business projects like setting up Project Management Office, regular updates / presentations to Senior Management, IT Strategy committee, Board etc. as per the requirements of the Bank.
- 5.2 The bidder will also assist the Bank in preparation of response, reply and explanation etc. for any complaints received during various procurements / refresh / Upgrades related to technical requirements, CVC guidelines, Govt Guidelines etc. Bank will not provide any project management tool and bidder has to arrange the same, if required without any cost to the Bank.
- 5.3 The broader scope is to provide assistance to the Bank throughout the entire life cycle of the project implementation by managing and reviewing the following phases of the projects:
  - 5.3.1 Current State assessment
  - 5.3.2 Implementation plan
  - 5.3.3 Business parameterization
  - 5.3.4 Gap Analysis

- 5.3.5 Acceptance testing and validation of hardware, software, licenses and IT
- 5.3.6 Infrastructure components at DC, DR, Branches and Near Site.
- 5.4 Contract Signing Assist RRBs in preparation and signing of contract document and on-boarding the vendor.
- 5.5 Bidder is required to deploy the resources onsite for this project. Any other work/assignment related to this project not specifically mentioned / articulated in the scope of work is to be attended by the Consultant and is also required to co-operate, work in close co-ordination with Digital and other consultant for various other project to have integrated approach for achieving the overall objectives of the Bank.
- 5.6 Implementations support, Sign-off against delivery & Installation.
- 5.7 Migration, Go-live etc. till entire implementation is completed.
- 5.8 Handholding between existing vendor and selected vendor The consultant shall assist the RRBs in smooth handholding between existing vendor and selected vendor, in order that functionality of the RRB is not affected. The consultant shall prepare training plan for RRB officials and shall monitor the trainings provided by the selected vendor.
  - The consultant is expected to provide expert project management resources as mentioned in the RFP to hand hold the RRBs throughout the entire project management life cycle for all solutions referred by the RRBs.

The Project Management shall include at least following activities:

- 5.9 Setting up the project management office which would include:
  - 5.9.1 Identifying the PMO team from the RRB and selected vendors
  - 5.9.2 Identifying the key personnel from the RRB for the project
  - 5.9.3 Defining the governance structure for the project
  - 5.9.4 Defining the templates to be used for project monitoring and reporting
    - 5.9.4.1 Project charter
    - 5.9.4.2 Risk and issue logs
    - 5.9.4.3 Communication plan
    - 5.9.4.4 Project monitoring templates
    - 5.9.4.5 Quality assurance process
- 5.10 Monitoring the complete implementation activities of the solutions spanning across the following phases of implementation:
  - 5.10.1 Project planning and governance
  - 5.10.2 Review and finalization of the overall project plan and individual plans for the other projects
  - 5.10.3 Review the core team training plan provided by the vendor
  - 5.10.4 Monitor the parameterization exercise being done by the vendor
  - 5.10.5 Monitor integration
  - 5.10.6 Review the testing plan and strategy
  - 5.10.7 Monitor SIT
  - 5.10.8 Monitor UAT
  - 5.10.9 Monitor customization
  - 5.10.10 Review end user training plan and monitor end user training
  - 5.10.11 Monitor simulation run
  - 5.10.12 Go-live planning review
  - 5.10.13 Monitor Rollout
- 5.11 Review & monitor the complete operation and management activities carried out by the selected vendor for entire project duration
- 5.12 SCOPE and MSA, SLA & NDA Monitoring
- 5.13 ESCROW Agreements (as applicable)
- 5.14 Benchmarking (as applicable)

- 5.15 Recommendation for payment & Penalty deduction, if any
- 5.16 Change Management Activities
- 5.17 Monitoring the Helpdesk & Manpower deployment activities
- 5.18 Assist the RRB in closure of issues pending for resolution
- 5.19 Review the resolution provided by the vendor and offer the solutions to the RRB based on the industry best practices
- 5.20 Review the progress made in the implementation of the project
- 5.21 Track customization and gaps, Monitor closure of gaps and customizations as per delivery schedules
- 5.22 Assist the RRB in defining the rollout schedules
- 5.23 Provide regular updates to the steering committee and board as required by the RRB
- 5.24 Participate in all technical and functional discussions relating to the projects

### E- Deliverables & Acceptance Criteria

| Sr. | Deliverable Acceptance criteria Timeline   |  |              |
|-----|--|--|--------------|
| No. |  | ,  |              |
| 1.  | On defining the implementation plan for the RFPs floated   | On Submission of defined implementation plan for the RFPs floated.   | X* + 15 Days |
| 2.  | On identification and rectification of gaps (if any) and complete successful implementation                  | On submission of status report for identification and rectification of gaps (if any) and complete successful implementation.                 | X* + 15 Days |
| 3.  | Preparation of Project Charter , governance plan, core team requirements and template for project monitoring | Submission of the project charter, governance plan, core team requirements and template for project monitoring.                              | X* + 15 Days |
| 4.  | Ongoing project monitoring and management  | On Submission of project tracking and status report of successful installation and completion after three months for all defined Activities. | X* + 15 Days |

<sup>\*</sup> X = Date of communication (in writing) by the Bank for initiation/completion of underlying activity.

## **Resource Experience:**

The resources proposed for the engagement should have the following experience:

## 1. Partner/ Director:

Should have 7+ years of relevant consulting experience for BFSI clients in India. The engagement partner should have in the past handled at least 5 end-to-end core banking advisory projects for large public sector banks in India

#### 2. Engagement Manager:

- i. Should be a B. Tech/ MBA/ MCA / Science Graduate
- ii. Should have 5+ years of relevant consulting experience for BFSI clients in India
- iii. Should have at least experience of at least 2 Core Banking Consultancy for PSU banks in India

## 3. Senior Resource (Technical):

- i. Should have at least 10 years of work experience.
- ii. Should be a Science Graduate / B. Tech / MBA / MCA
- iii. Should have at least 2 of the following 3 certifications CCNA / CCNP / ITIL
- iv. Should have done at least 5 end to end technical core banking consultancy projects for public sector banks in India

## 4. Senior Resource (Functional):

- i. Should have at least 10 years of work experience.
- ii. Should be either a B. Tech / MBA / MCA/Graduate
- iii. Should have 5+ years of banking domain experience and should have worked in a Bank
- iv. Should have done at least two prior project as functional consultant for the proposed solution
- v. Should have domain expertise
- vi. Should have project Management experience

## 5. Junior Resource (Technical):

- i. Should have at least 4 years of work experience.
- ii. Should be either a B. Tech / MBA / MCA / Science graduate
- iii. Should have done at least one prior core banking project
- iv. Should have hands on experience on the proposed technology

## 6. Junior Resource (Functional):

- i. Should have at least 4 years of work experience.
- ii. Should be either B. Tech / MBA / MCA/Graduate
- iii. Should have banking domain experience
- iv. Should have done at least one prior core banking project as functional consultant
- v. Should have domain expertise
- vi. Should have project Management experience.

| S/N<br>(a) | Project (b)  | Minimum<br>number of<br>resources<br>required                           |
|------------|--|---|
| 1          | <ul> <li>CBS Renewal / RFP for System Integrator</li> <li>Procurement / Augmentation / Refresh of Existing Hardware and Software</li> <li>Setup of Near Site, Call Centre</li> <li>Asset Management Solution, Treasury solutions, Middleware solutions, DARS (Data Archival Solutions), EWS (Early Warning System), EDR, Anti-virus and SCCM Tool, Regression Testing and Audit Observation scanning Tool, Data Classification and Data encryption/decryption, HSM, Document Management &amp; Digital File Processing System, NAC Solutions, handheld device-based Banking solutions, Procurement of Virtualization Software, IP Phones.</li> <li>SOC/NG-SIEM, EFRMC, Mail Messaging System, IBM MQ (for NEFT/RTGS), automated reconciliation solution for all channel transactions (AEPS, NEFT, RTGS, ATM, CTS, IMPS, UPI)</li> </ul> | Two (2) Full time Resources  One (1) resource available 50% of the time |

The overall activities of the project are expected to be completed in the time period of 24

months from the date of execution of Service Level Agreement. Depending upon the requirement, bidder 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 SLA should be signed by both parties i.e., Bank and the Prime Bidder, within 4 weeks from the date of acceptance of Purchase Bidder by the prime bidder.

#### **SECTION - THREE**

## 19. Eligibility Criteria:

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

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

## **Confirmation of Eligibility**

Criteria for Eligibility Compliance are given in below table:

|     | ria for Eligibility Compliance are given in below table:   |  |  |  |
|-----|--|--|--|--|
| S.  | Eligibility Criteria   | Supporting Documents   |  |  |
| No. |  |  |  |  |
| 1   | The Bidder should be a registered/Limited company/Limited Liability Partnership under the relevant Companies Act having its registered office in India | Valid Certification of Incorporation/<br>Partnership Deed as on date of bid<br>submission.   |  |  |
| 2   | The Bidder should be in existence for a minimum period of 5 years.   | Valid Certification of Incorporation/<br>Partnership Deed as on date of bid<br>submission  |  |  |
| 3   | The Bidder should have a minimum average annual turnover of ₹ 50 crore in the last three financial years, viz., 2021-22, 2022-23 and 2023-24.          | Audited Financial Statements for the financial years 2021-22, 2022-23 and 2023-24*   |  |  |
|     |  | *For the year 2023-24 if the bidder is yet to complete the financial audit, then for finalizing annual turnover, they may submit provisional certificate from the CA/ Auditor. |  |  |
| 4   | The Bidder should have a positive net worth in each of the last three financial years, viz., 2021-22, 2022-23 and 2023-24.                             | Audited Financial Statements for the financial years 2021-22, 2022-23 and 2023-24*   |  |  |
|     |  | *For the year 2023-24 if the bidder is yet to complete the financial audit, then for finalizing annual turnover, they may submit provisional                                   |  |  |

| S.  | Eligibility Criteria Supporting Documents   |  |  |
|-----|---|--|--|
| No. | 8 7   |  |  |
|     |   | certificate from the CA/ Auditor.  |  |
|     | The Didden should have an enating profit in   | A line la Figure 1 la Contracta de Contracta |  |
| 5   | The Bidder should have operating profit in at least 2 of the last three financial years, viz., 2021-22, 2022-23 and 2023-24.  | Audited Financial Statements for the financial years 2021-22, 2022-23 and 2023-24*   |  |
|     |   | *For the year 2023-24 if the bidder is yet to complete the financial audit, then for finalizing annual turnover, they may submit provisional certificate from the CA/ Auditor.   |  |
| 6   | Bidder should not have been blacklisted by the IBA/ RBI/Govt./Public Sector undertakings or any other financial institution/s during the last three financial years and the said disability is in force.  | Self-declaration signed by authorized signatory  |  |
| 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.  At the time of bidding the Bidder should not have any pending litigation against the Bank before any Court of Law   | Self-declaration signed by authorized signatory  |  |
| 10  | The Bidder must have prior experience of providing IT Consultancy Services for Current State Assessment, Preparation of Core Banking and allied applications and infrastructure RFP/ Renewal of existing Core Banking contract, Vendor Evaluation & Selection and Project Management for at least One Scheduled Commercial Bank / Public Sector Bank / Private Sector Banks / Financial Institutions with minimum 1000 branches/ offices in India in the last 5 years as on the date of Bid Submission. | Relevant Credential letter /Purchase<br>Order/ Contract copy   |  |

#### Note:

- a In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- b 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.

- c Bidders need to ensure compliance to all the eligibility criteria points.
- d Scheduled commercial banks do not include cooperative banks.
- e Scheduled commercial banks refer to public sector / regional rural banks in India only. In any clause where abroad experience is being considered, this condition will be not be considered.
- f Branches mentioned are per bank and not cumulative across banks.
- g While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
  - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product

#### **SECTION - FOUR**

#### 20. Bid - Evaluation Process

Central Bank of India invites offer for Technical bid (online) and Commercial bid (online) from suitable eligible consulting bidders.

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfill any of the following eligibility criteria will be summarily rejected.

Bidder will be responsible for providing consultancy services. Bidder will also be solely responsible for ensuring adherence to terms & condition mentioned in the RFP.

## **Service Provider Selection/Evaluation Process:**

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.

The competitive bids shall be evaluated in three phases:

- Stage 1 Eligibility Criteria Evaluation Stage Bidder have to qualify each and every criterion as mentioned in the RFP, to qualify for the next stage of evaluation.
- Stage 2 Technical Evaluation Stage Bidders who qualify in Stage 1 have to score minimum 70% marks in technical evaluation of the RFP to qualify for stage 3. However, the Bank at its sole discretion may relax the cut-off score to a lower value, if required. In case only 1 bidder qualifies in Technical evaluation stage then Bank, at its discretion, may

- choose to proceed with single technical qualified bidder for next phase or refloat the tender.
- Stage 3 Commercial Bid process- The commercial bid of only technically qualified bidders shall be opened.

At the end of Reverse Auction process, the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation.

In case of more than one technical and commercially qualified bidders, if any bidder does not take part in Reverse Auction, then they will not be considered for further RFP process evaluation.

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). However Bank may at its discretion be able to reduce the qualifying score but not less than 50%. Bank may, at its sole discretion, decides 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.

## **Eligibility Criteria Evaluation**

The bidder must fulfil the criteria mentioned in the Section THREE – Eligibility Criteria of this RFP.

#### Note:

- All relevant documents / certificates should be attached as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. Central Bank of India Kshetriya Gramin Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of Central Bank of India Kshetriya Gramin Bank in this regard shall be final, conclusive and binding upon the Bidder.
- 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.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

## **Technical Evaluation Criteria**

The Bidder must fulfill the Eligibility Criteria mentioned in Section Three of this RFP to be eligible for Technical Evaluation.

## **Detailed Technical Evaluation Criteria: -**

| Criteri                 | Evaluation Parameter   | Max. Marks | Scoring Methodology   |  |  |
|-------------------------|--|------------|---|--|--|
| a                       |  |            |   |  |  |
| SECTION A - CREDENTIALS |  |            |   |  |  |
| 1                       | The Bidder should have experience in the following areas in the last 5 years:  1. IT Strategy 2. CBS Contract Renewal 3. RFP Preparation |            | >= 6 areas - 30 Marks<br>>=4 areas and <6 areas - 20<br>Marks<br>>=2 areas and <4 areas - 10<br>Marks |  |  |

|              |  |                 | ultant for CBS Project of RRB |
|--------------|--|-----------------|-------------------------------|
| Criteri<br>a | Evaluation Parameter                             | Max. Marks      | Scoring Methodology           |
| a            | 4. Vendor Evaluation & Selection                 |                 | < 2 areas - 0 Marks           |
|              | 5. Data Centre Infrastructure                    |                 | < 2 dieds - 0 Maiks           |
|              | 6. IT Project management                         |                 |                               |
|              | 7. Cyber Security                                |                 |                               |
|              | 8. Networking                                    |                 |                               |
|              | 9. Digital Banking                               |                 | Documentary Evidence:         |
|              | 10. Enterprise Service Bus                       |                 | 1. Relevant credential letter |
|              | 11. Treasury Solution                            |                 | OR                            |
|              | 12. Setup Call Centre                            |                 | 2. Purchase order / signed    |
|              | Completed or on-going projects in at             |                 | contract from the Bank.       |
|              | least One Scheduled Commercial                   |                 | contract if our the Bann      |
|              | Bank/ BFSI with 1000 branches/                   |                 |                               |
|              | offices in India in last 5 years. The            |                 |                               |
|              | experience should only be from a                 |                 |                               |
|              | Single Client.                                   |                 |                               |
| 2            | The Bidder should have experience in             | 20 Marks        | >= 2 institutions - 20 Marks  |
|              | RFP preparation, Vendor evaluation               |                 | >=1 institutions and <2       |
|              | and selection for Scheduled                      |                 | institutions - 10 Marks       |
|              | Commercial Bank                                  |                 | <1 institution – 0 Marks      |
|              |  |                 | 1 mstitution o warks          |
|              | Completed or on-going projects in                |                 |                               |
|              | Scheduled Commercial Bank in India.              |                 | D                             |
|              | The experience should only from a                |                 | Documentary Evidence:         |
|              | Single Client.                                   |                 | 1. Documentary proof          |
|              |  |                 | satisfying the criteria       |
|              |  |                 | should be submitted on the    |
|              |  |                 | letter head                   |
| SECTIO       | N B – PEOPLE WITH EXPERTISE                      |                 |                               |
| The Co       | nsultant should have a pool of resource          | es in the below | mentioned areas. The areas of |
| expertis     | se are:  |                 |                               |
| 3            | The proposed Key project leader who              | 15 Marks        | Total years of Experience:    |
|              | will be associated with project should           |                 | Total years of IT             |
|              | be having at least 10 years of work              |                 | Consultancy                   |
|              | experience and should have                       |                 | Experience:                   |
|              | experience across areas like:                    |                 | •≥10 years and <15 years –    |
|              | 1. IT Strategy                                   |                 |                               |
|              | 2. CBS Contract Renewal                          |                 | 1 Marks                       |
|              | 3. RFP Preparation                               |                 | •≥15 years and <20 years –    |
|              | 4. Vendor Evaluation & Selection                 |                 | 1.5 Marks                     |
|              | 5. Data Centre Infrastructure                    |                 | •≥20 Years – 2.5 Marks        |
|              | 6. IT Project management                         |                 |                               |
|              | 7. Cyber Security                                |                 |                               |
|              | 8. Networking                                    |                 |                               |
|              | 9. Digital Banking<br>10. Enterprise Service Bus |                 | Education Qualification:      |
|              | 10. Enterprise Service bus 11. Treasury Solution |                 | • BE/ B. Tech - 1 Marks       |
|              | 12. Setup of Call Centre                         |                 | ■ MBA/ MBA Equivalent         |
|              | 12. Jetup of Gan Gentie                          |                 | Post Graduation – 1.5         |
|              | All past credentials for the individual          |                 | Marks                         |
|              | will be counted irrespective whether             |                 |                               |
|              | the work done was in the existing                |                 | •BE/ B. Tech and MBA/         |
|              | organization or previous ones.                   |                 | MBA Equivalent Post           |
|              |  |                 | Graduation – 2.5 Marks        |
|              |  |                 |                               |

| Criteri | Evaluation Parameter   | Max. Marks | Scoring Methodology  |
|---------|--|------------|--|
| a       |  |            | beering recinouslegy   |
|         | The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to the false the Bank may, at its discretion, either disqualify the bidder or may choose not to consider the Bank as a credential for scoring.  |            | Project Experience:  • IT Consultancy experience for Public Sector Banks for more than 9 areas:  ○ >=1 Banks and <2 Banks - 3 Marks  ○ >=2 Banks and <3 Banks - 5 Marks  ○ >=3 Banks - 10 Marks  |
|         |  |            | Documentary Evidence:  1. Documentary proof satisfying the criteria should be submitted on the letter head   |
| 4       | The proposed Key Project Manager who will be associated with this Project should be having at least 7 years of work experience across areas like:  1. IT Strategy 2. CBS Contract Renewal 3. RFP Preparation 4. Vendor Evaluation & Selection 5. Data Centre Infrastructure 6. IT Project management 7. Cyber Security 8. Networking 9. Digital Banking 10. Enterprise Service Bus 11. Treasury Solution 12. Setup Call Centre  All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones.  The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to the false the Bank may at its discretion either disqualify the bidder or may choose not to consider the Bank as a | 10 Marks   | Total years of Experience:     Total years of IT     Consultancy Experience:         • ≥7 years and <10 years –         1 Marks         • ≥10 years and <15 years –         2 Marks         • ≥15 Years – 3 Marks  Project Experience:     IT Consultancy experience for a Public Sector Bank for the areas:         • >=5 areas and <7 areas –         3 Marks         • >=7 areas and <9 areas –         5 Marks         • >=9 areas – 7 Marks  Documentary Evidence:  1. Documentary proof satisfying the criteria should be submitted on the letter head |
| 5       | credential for scoring.  The proposed Key team member who will be associated with project  | 5 Marks    | Total years of Experience: Total years of IT   |

| Cuitori  | <b>_                              </b>  |                    | Saning Mathodology   |
|----------|---|--------------------|--|
|          | Evaluation Parameter  | Max. Marks         | Scoring Methodology  |
| a        | should be having at least 4 years of work experience and should have experience across areas like:  1. IT Strategy 2. CBS Contract Renewal 3. RFP Preparation 4. Vendor Evaluation & Selection 5. Data Centre Infrastructure 6. IT Project management 7. Cyber Security 8. Networking 9. Digital Banking 10. Enterprise Service Bus 11. Treasury Solution 12. Setup Call Centre  All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones.  The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to the false the Bank may at its discretion either disqualify the bidder or may choose not to consider the Bank as a credential for scoring. |                    | Consultancy Experience:  • ≥4 years and <7 years -  0.25 Marks  • ≥7 years and <10 years -  0.5 Marks  • ≥10 Years - 1 Marks  Project Experience: IT Consultancy experience for a Public Sector Bank for the areas:  • >=5 areas and <7 areas - 2  Marks  • >=7 areas and <9 areas - 3  Marks  • >=9 areas - 4 Marks |
| 6 SECTIO | N C - TECHNICAL PRESENTATION  Demonstration of in-depth understanding of the Bank's project requirements through the technical proposal supplemented by Presentation and interactions. Presentation should broadly cover  1. Strategy articulation 2. Understanding the project & approach plan 3. Team experience & strength, Resources to be deployed for this project 4. Team experience on the sought areas and proposed strategy for implementation  TOTAL   | 20 Marks 100 marks | 5 marks allocated for each parameter. Evaluation Committee will decide the marks.  |
|          | IUIAL   | TUU IIIAI KS       |  |

The Minimum Qualifying Marks for Next Stage of evaluation is 70% i.e. 70 out of 100. The Bank at its sole discretion may relax the cut-off score to a lower value (not less than 50%), if required.

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). However, the Bank at its sole discretion may relax the cut-off score to a lower value (not less than 50%), if required. Bank may, at its sole discretion, decides 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.

#### Note:-

- 1. For Substantiating the credentials bidder can submit either of the below mentioned documents:
  - Successful completion Certificate or Relevant Credential letters

(OR)

- Purchase Order / Contract copy from the bank.
- 2. For Substantiating the credentials of resource bidder has to submit the below mentioned documents
  - Bidder can submit either resources CV or self-declaration by Authorized signatory stating the experience for each clause
- 3. For Substantiating the technical presentation, technical presentation shall cover following aspect
  - a) Strategy Articulation
  - b) Understanding the project & approach plan
  - c) Team experience and strength
  - d) Resources to be deployed for this project
  - e) Team experience on the sought areas and proposed strategy for implementation

## **Technical Bid Evaluation Methodology**

The Technical Score will be calculated based on the Technical Evaluation Metric mentioned in this document. In the event of no bidders qualifying, the Bank at its discretion may choose to award the contract to the highest scoring bidder or waive criteria to select more than one bidder complied with most of the eligibility, functional, technical criteria as prescribed by the Bank. 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.

## **Commercial Bid Evaluation**

The commercial bid of only technically qualified bidders shall be opened. These technically qualified bidders as per technical evaluation process will participate in Reverse Auction process. The bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 10 – Bill of Material

The commercial offer should consist of comprehensive cost for required solution. Bidder must provide detailed cost breakdown for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

The bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders will be required to participate in the reverse auction. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder

Bank will notify the name of the technically eligible bidders for participating in Reverse Auction.

If a Bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate (TCO – Total Cost of Ownership), the same Bidder may not be called for reverse auction process and will be consider as commercially not eligible. If due to such price variation factor, a Bidder is not found eligible to be called for revere auction and only one bidder is left commercially eligible, in such situation, Bank reserves the right to negotiate with the L1 bidder.

#### **Reverse Auction**

The Bank shall conduct the reverse auction on total cost of project and the price so obtained after closure of Reverse Auction shall be taken into account for Commercial Evaluation.

The L1 bidder should submit the detailed break up as per the BOQ format within 3 working days of closure of the reverse auction. The price breakup should contain not only the rates but also the value of each item of works/goods entered in a separate column and all the items as per the Bank. BOQ format total up in order to show the L1 aggregate value of the amount. Please note that bidder have to quote for the individual items mentioned in the tender as well as proposed by the bidder in there technical BOQ. L1 vendor, immediately on completion of the reverse auction activity, has to provide the unit-wise prices of all the items in the tender.

In case of more than one technical and commercially qualified bidders, if any bidder does not take part in reverse auction, then he will not be considered for further RFP process evaluation.

The procedure of reverse auction will be notified to the shortlisted bidders (Technically & Commercially Qualified bidders) separately.

## Date/time of reverse auction

- 1. The date and time of commencement of reverse auction also duration of 'Reverse Auction Time' shall be communicated to technically qualified bidders.
- 2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

## **Conduct of Reverse Auction**

The reverse auction shall be conducted as deemed fit by the Bank meant for this purpose.

#### **Techno-Commercial Evaluation:**

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

 $S = (0.3 \times Cminimum / ) + (0.7 \times Tobtained / Thighest)$ 

(Minimum Commercial Quote/Quoted Price) x 30% + (Technical Score/Highest Technical Score) x 70%

(Technical will carry 70% weightage and Commercial will carry weightage of 30%) Highest scores so obtained using the above method shall be declared L-1.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder. The bidders will submit itemized price against Vendor Evaluation, Project Management and additional man-days rate within 3 working days after closure of Reverse Auction.

#### Bidders to note that:

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

The bidder will submit itemized price against Vendor Evaluation, Project Management and additional man-days rate within 3 working days after closure of Reverse Auction.

#### 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 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.
- 5. 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.
- 6. 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.
- 7. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
- 8. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- 9. 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.
- 10. 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.
- 11. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- 12. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- 13. The bank shall not incur any liability to the affected bidder on account of such rejection.
- 14. The bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and the bank will notify the same to the selected bidder.
- 15. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.
- 16. 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
- 17. If for some reason, negotiations with the successful bidder fails to result in an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the evaluation scores and commercial prices quoted

## **Key Guidelines**

- 1. The Bidder has to submit the indicative commercial bid. After opening of indicative commercial bid, Bank will go for a reverse auction. All the Technically qualified bidders will be notified to participate in Reverse Auction Process. T1L1 will be calculated based on Reverse Auction only.
- 2. The highest technical bidder shall not automatically qualify for becoming the selected bidder and for award of contract by the Bank.
- 3. In case of a tie of Total Score between two or more bidders, the bid with higher technical score would be chosen as the successful bidder.
- 4. Bidder's proposal should strictly conform to the specifications of this RFP.
- 5. 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.

- 6. 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.
- 7. Technical bid documents are to be properly structured.
- 8. 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 shortlist.

#### **Business Rules**

Business Rules as may become emergent and based on the experience gained may be made by the Bank. Business rules shall be provided to the technically qualified bidders.

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

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

## **Submission of Bids**

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.

"Cost of Tender Document" may be paid by way of demand draft from any Scheduled commercial Bank in favor of 'Central Bank of India' and payable at Mumbai or may be paid through NEFT favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE – CBIN0283154, 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.

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.

Bid Security Undertaking / Earnest Money Deposit: "Earnest Money Deposit" shall be paid

through NEFT (National Electronic Fund Transfer) favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE – CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favoring 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 or Bidder may submit "Bid Security Undertaking" in place of Earnest Money Deposit (EMD) as per format given in Annexure **XI**.

# 21. 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 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 Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process

## 22. 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.

#### 23. 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.

#### 24. 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.

## 25. 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

### 26. Right to Negotiate

Bank may negotiate (prior to or following the Closing Date) with one or more bidders and enter into an agreement with a bidder at its sole discretion without any obligation to provide any reasons in relation to the same to the other bidders. The bank at its discretion may

negotiate with the L1 bidder, in case there is no reverse auction. However, there would be no commercial negotiation with successful/L1 Bidder post reverse auction.

# 27. 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.

#### 28. 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.

# 29. Bid Validity Period

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

# 30. 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. The last Addendum/ Corrigendum shall supersede all previous RFP clause/ Addendum/Corrigendum. In case of inconsistency among RFP, SLA and PO, the RFP clauses shall prevail.

## 31. 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

For any clarification with respect to this RFP, the bidder may send an email to <a href="mailto:cmitrrb@centralbank.co.in">cmitrrb@centralbank.co.in</a> and <a href="mailto:smrtbit@centralbank.co.in">smrtbit@centralbank.co.in</a>.

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.

# 32. Instructions to Bidders for e-Tendering Process

# Instructions to Vendors for e-tendering

The Bidders participating first time for e-Tendering for the Bank 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 III Digital e-Token having -2-certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact on the support numbers given in the support details.

#### **Registration Process for Bidders**

- a. Open the URL: <a href="https://centralBank.abcprocure.com/EPROC/">https://centralBank.abcprocure.com/EPROC/</a>
- 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.

| Did Culomission Made    | https://septemble.pub.sh.grag.grag.grag./EDDOC Through    |
|-------------------------|---|
| Bid Submission Mode.    | https://centralBank.abcprocure.com/EPROC Through e-       |
|                         | tendering   |
|                         | portal (Class III Digital Certificate with both Signing & |
|                         | Encryption is required for tender participation)          |
| Support person and      | e-Procurement Technologies Limited                        |
| phone number for e-     | Technical Support Team                                    |
| tender service provider | Mr. Sujith Nair: 079 68136857 sujith@eptl.in              |
| for any help in         | Mr. Imtiyaz : 079 68136857 <u>imtiyaz@eptl.in</u>         |
| accessing the website   | Ms. Salina: 079 6813 6843 salina.motani@eptl.in           |
| and uploading the       | Mr. Jainam: 079 68136852 jainam@eptl.in                   |
| tender documents or     | Ms. Ekta: 079 6813 6853 ekta.m@eptl.in                    |
| any other related       | Mr. Devang: 079681368 devang@eptl.in                      |
| queries.                | Mobile Numbers: +91-9904407997  9081000427                |
|                         | Alternative contact: Name: Mr. Nisarg Thakkar Email:      |
|                         | nisarg.thakkar@auctiontiger.net Phone: 079 6813 6822      |
|                         | Cell: +91 6354919566                                      |

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.

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

## **Preparation & Submission of Bids**

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

## Do's and Don'ts for Bidders

- 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
  - 1. 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.
  - 2. 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 nonsubmission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.

• Part submission of bids by the Bidder's will not be processed and will be rejected.

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

Bank has decided to determine L1 through bids submitted on bank's E-Tendering website https://centralBank.abcprocure.com/EPROC

Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:

- 1. Bidder should be in possession of 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- 8. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
- 9. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
- 10. 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.
- 11. 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.
- 12. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
- 13. Utmost care has been taken to reduce discrepancy between the information contained in etendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
- 14. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

#### 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 – 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 Encipherment.

## **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.

# Steps to be followed by Bidders to participate in the e-Tender

# **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 Central Bank of India on the home page of Central Bank of India e-Tendering Portal on https://centralBank.abcprocure.com/EPROC

#### **Download of Tender Documents**

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

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

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CENTRAL BANK OF INDIA. The templates may be either form based, extensible tables and / or up loadable 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 Upload able 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 upload able option.
- b. The Bid hash values are digitally signed using valid 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.

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

### **Online Final Confirmation**

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

## Short listing of Bidders for Financial Bidding Process

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

# **Opening of the Financial Bids**

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

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

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

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

#### Format for Technical Offer

The Technical offer must be made in a structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

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

- Index
- Covering letter.
- Details of the bidder.
- Masked Bill of materials. This table should not contain any price information.
- Technical Offer with Specifications, complete with all the columns filled in.
- Block diagram of the solution offered. The block diagram will contain the following information
  - $\checkmark$  The equipment(s) used in the solution.
  - ✓ Different modules used.
  - ✓ Cables and other components included in the offer.

- ✓ Interconnection of all the components offered.
- ✓ Full details of the proposed solution in terms of technical capabilities.
- Scheduled date of commencement of delivery and completion of the project
- Project Schedule for completing the work (Delivery and implementation)
- Terms and Conditions Compliance Table as per the format given in the RFP. This table must cover bidder's response to all the terms and conditions specified in the tender document.
- Warranty details (for all relevant schedules). This should not contain any price information.
- Printed Technical Brochures and data sheets pertaining to different components offered.
- Manufacturer's Authorization Form.
- The support and Maintenance plan for Bank for the services to be provided during the warranty maintenance period.
- Supporting documents, as asked for in the tender document.

#### 33. General Evaluation Criteria

Bank will scrutinize the offers to determine whether they are complete, any errors have been made in the offer, required technical documentation has been furnished, documents have been properly signed, items are quoted as per the schedule, eligibility criteria have been met, required EMD has been furnished and the bid(s) is/are generally in order

Correction of errors shall be done by the bank as detailed in the clause "Corrections of Errors" of this RFP. If the bidder does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

The bank may waive any minor informality, non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Prior to the detailed evaluation, the bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Documents without material deviations.

Bank reserves the right to visit any site and/or take presentations of the bidders, as part of the evaluation in accordance with the responses given for the identified requirements. This entire exercise has to be carried out by the bidders at their own cost.

## **Eligibility Criteria**

Only bidders who fulfill the eligibility criteria mentioned in Section Three ('Eligibility Criteria') of this RFP will be eligible for technical evaluation

#### **Technical Bid Evaluation Criteria**

Bidders who meet the eligibility criteria will be evaluated in accordance with the criteria mentioned in Section ('Technical Evaluation Process') of this RFP.

## **Commercial Bid Evaluation Criteria**

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal. Only those technically qualified bidders who have qualified as per technical evaluation process, mentioned in Bid Evaluation Process, will be eligible to participate in the Reverse Auction process. The bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

# 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.

#### 34. Non-Transferable Tender

This tender document is not transferable. Only the bidder who has purchased this tender form is entitled to quote.

## 35. Soft Copy of Tender Document

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

The bidders will have to pay the non-refundable tender participation fee while submitting the bid. The same should not be included in any other envelope and should be submitted in a separate envelope.

## 36. Guidelines, Terms & Conditions and Process Flow for Reverse Auction

#### **Business Rules for Reverse Auction**

- 1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
- 2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
- 3. In case the lowest bidder fails to honor their commitment given during reverse auction event, action as deemed fit shall be taken.

## **Reverse Auction Event Information**

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

**Date for Reverse Auction training:** Will be informed afterwards to eligible bidders. **Date and time of reverse auction:** Will be informed afterwards to eligible bidders.

#### **Terms & Conditions of Reverse Auction**

- **1.** TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
- **2.** LOG IN NAME & PASSWORD: Each technically qualified 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. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
- **3.** 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/services as mentioned above at the price that they bid.
- **4.** LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
- **5.** AUCTION TYPE: The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
- **6.** VISIBLITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
  - Leading Bid in the Auction
  - Bid placed by You
  - Auction Opening price and bid decrement value
  - Your rank in the auction
- **7.** MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to CENTRAL BANK OF INDIA with the original names displayed.
- **8.** GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.

#### **9.** OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
- The Bidder shall not divulge either his Bids or any other exclusive details of CENTRAL BANK OF INDIA to any other party.
- CENTRAL BANK OF INDIA decision on award of Contract shall be final and binding on all the Bidders.
- CENTRAL BANK OF INDIA can decide to extend, reschedule or cancel any Auction. Any changes made by CENTRAL BANK OF INDIA after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- CENTRAL BANK OF INDIA and the agency shall not have any liability to Bidders

- for any interruption or delay in access to the site irrespective of the cause.
- CENTRAL BANK OF INDIA and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the Bidders are required to submit the Reverse auction process compliance
  Form after the training program duly signed to CENTRAL BANK OF INDIA. After
  the receipt of the Agreement Form, Log in ID & Password shall be allotted to the
  Technically Qualified Bidders.

| ENGLISH REVERSE NO TIES AUCTION  |
|--|
| There is only 1 Bidder at a particular position / rank, which means  |
| 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the   |
| Bidder who quotes the lowest Price is declared as the winner of the  |
| Auction. A Bidder here can revise his bids. The revised price should   |
| be lower than the L-1 price at that point of time.   |
| be lower than the L-1 price at that point of time.   |
| You should complete the following steps:   |
| Participate in the training Program for bidding by the agency  |
| appointed by the Bank on the dates mentioned in this document.   |
| You should be prepared with competitive price quotes on the day  |
| of the bidding event. Participate in the online bidding event.   |
| 3  |
|  |
| Start bid price is the upper/ceiling price of the contract value fixed   |
| by CENTRAL BANK OF INDIA for the reverse auction event. Bidders  |
| can bid only lower than the start bid price. Start bid price shall be  |
| available to the Bidders during the start of the auction on the  |
| auction site.  |
| Bid Decrement is the fixed amount by which or by multiples of  |
| which, the next bid value can be decreased. Bid Decrement shall be   |
| available to the Bidders during the start of the auction on the  |
| auction site.  |
| Kindly mention the bid price basis i.e. the price quoted in the  |
| Reverse Auction shall be lump sum exclusive of all taxes/GST.  |
| The force The color of an exercisive of an executive of an exe |
|  |
| Auto Bid function shall be disabled during the e- procurement  |
| auction  |
|  |
| The auction will be of half an hour duration. In case there is a bid by  |
| any Bidder within 10 minutes of closing of the auction, the auction  |
| will be extended by another 10 minutes. Such extension will be   |
| allowed to continue till no quote is placed within 10 minutes of the   |
| last quote. Auto-bid feature will be disabled from the start time of   |
| bidding. This feature will be explained during training.   |
|  |

| Price Bid         | At the end of reverse auction process, L1 of Reverse Auction |
|-------------------|--|
| evaluation and    | will be identified.  |
| award of purchase | The Bank reserves the right to reject any or all the bids    |
| order             | without assigning any reason whatsoever.                     |
|                   |  |

#### 37. 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.

#### 38. 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 minor 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 technical 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 General Manager - IT, Department of Information Technology at the address given in this RFP.

#### 39. 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. The Earnest Money Deposits in such event will be returned by the bank. However, the participation fee will not be refunded

## **40.** Signing of Contract

The Successful Bidder (s) shall be required to enter into a contract with bank, within thirty (30) days of the award of the work 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 issued

#### 41. 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

## 42. 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 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 Mumbai, India. The contract shall be governed by and interpreted in accordance with Indian law.

The Successful Bidder(s) 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.

#### 43. 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.

#### 44. 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.

#### 45. Terms and Conditions:

#### **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.

#### **Execution of SLA/NDA:**

The Successful Bidder should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement. The Successful Bidder should execute the SLA and NDA within 30 Days from the date of acceptance of Purchase Order.

## **Governing Language**

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

## **Applicable Law**

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

## **Authorized Signatory:**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or officials of the Bank or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

# 46. 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.

## 47. Non-payment of professional Fees:

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure X (TCO) 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.

## 48. 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 without the prior written consent of the Bank. The Vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors (if any).

## 49. 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 and the consultancy company / firm shall be liable to pay the Bank

as liquidated damages at the rate of 25% of the total contract value of each assignment for delay of every week or part thereof (for final certification) with maximum limit of 10% of contract value of the TCO. 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.

## 50. Earnest Money Deposit

Subject to compliance of Response Submission Process as elucidated in Section – I, the intending bidders should pay along with bids an Earnest Money Deposit of Rs.10,00,000/-(Rupees Ten Lac only). The EMD shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favor of "Central Bank of India" payable at Mumbai. The EMD will not carry any interest.

# The EMD made by the bidder will be forfeited if:

- ➤ The bidder withdraws his tender before processing of the same.
- > The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- > The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- > The bidder violates any of the provisions of the terms and conditions of this tender specification.
- > The EMD will be refunded to:
  - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value (valid till the end of assignment period) with one year claim period.
  - The unsuccessful bidders, only after completion of bidding process and selection
    of successful bidder. It shall be sole responsibility of the participating bidder to
    make EMD amount claim well in time. Bank shall not be responsible for any delay
    or payable of interest pertaining to return of EMD.

## Return of EMD to all bidders

EMD of technically non-qualified bidders/ unsuccessful bidders shall be promptly returned. However, in case a bidder withdraws its bid during the bid evaluation stage or prior to issue of notification of contract award, EMD shall be forfeited. EMD of the recommended bidder shall be returned after the contract is entered into.

#### 51. 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 EMD Bank Guarantee

#### **52. 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.

# 53. 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.

## 54. 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, it's 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.

# 55. 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 or excise tax.

# 56. 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.

## 57. Assignment

Bank may assign the hardware and related software 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.

# 58. 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.

# 59. Indemnity

The successful bidder (service provider) 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 Successful 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 successful Bidder will bear all expenses including legal fees and compensation amount.

Bank will give notice to the service provider of any such claim and shall provide reasonable assistance to the bidder in disposing of the claim. The service provider 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 willful misconduct by the Bank or its employees.

#### 60. Penalty

A Penalty will be imposed on delay beyond the 15 days from the timelines mentioned in the RFP on account of the bidder in submitting the deliverable/reports @ 2.5 % against the line item of the BoM (Bill of Material) per month and part thereof subject to maximum 10% of the total cost of Purchase Order. The bidder is required to provide a credit note for any penalties imposed as and when required.

#### 61. 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
  - I. 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;
  - II. 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;
  - III. 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
  - IV. 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:
  - I. 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.
  - II. 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 Consultant and Bank. Consultant has to execute Non-Disclosure Agreement/Undertaking with Bank as per format shared by the Bank.

#### 62. 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 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 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.

# 63. Other Terms and Conditions

# 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.
- 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;
  - I. If none of the bidders qualify in the technical bid evaluation.
  - II. 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.

## 2. Professionalism:

The Successful Bidder 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.

## 3. Expenses:

It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling

expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than those mentioned in TCO. The project will be executed out of the project offices at Mumbai and Hyderabad. However, Bidder is required to visit the Head Offices of the Central Bank of India sponsored both RRB's (UBGB & UBKGB) on half yearly basis, if required. Bank will inform the Bidder on the same. For any other travel request by the Bank other than the half yearly visits, the expense shall be borne by the Bank.

- The Bank / Regulators reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Successful Bidder either directly or through third party.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Existing CBS System Integrator or Group companies are not eligible to participate in this tender process.
- 6. Successful Bidder / its subsidiaries / Group companies shall not participate in any of the Tender / RFPs related to this project.
- 7. The bidder is expected to quote for the prices of the services with the applicable taxes (except GST) as on the date of bid submission.

# 64. 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.

#### 65. Professionalism

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

## 66. 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 Stamp paper of Rs.500/- 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.

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 Anant Kumar [anant.in@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 parities 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.

#### 67. 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/Regulators 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.

## 68. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with bank, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by Bank Secretary, authorizing an official or officials of the Bank or a Power of Attorney copy to discuss or sign agreements/ contracts with bank. The bidder shall furnish proof of signature identification for above purposes as required by bank.

## 69. 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

#### 70. 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 27 months from the date

of acceptance of Purchase order and shall be retained till the completion of contract period. The guarantee should also contain a 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 noncompletion of the project. •The Bank shall invoke the Bank guarantee before the expiry of validity, 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. The Bank shall be notifying the in Successful bidder writing before invoking the Bank guarantee.

# 71. 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.

## 72. Termination and Exit option

## (A)Termination for Convenience

The Bank, by giving thirty (30) days written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated and the date upon which such termination becomes effective.

#### (B) 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.

Notwithstanding the existence of a dispute and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to Bank as per the contract

- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / Bidder nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services
- The reverse transition services to be provided by the Bidder shall include the following:
  - I. The Bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations

- Center Solution.
- II. Bidder shall provide adequate documentation thereof.
- III. The Bidder shall jointly manage the solution with Bank or designated team for a reasonable period of time
- IV. The Bidder shall assist Bank in migration of the Solution to another, if desired by Bank. Knowledge transfer: The Supplier shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.

## 73. 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.

## 74. 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.

# 75. Compliance with Laws

- 1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Service Provider.
- 3. This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

#### 76. 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.

## 77. Entire Agreement; Amendments

This Agreement sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

Any provision or covenant of the Agreement, which expressly or by its nature, imposes

obligations on successful bidder shall so survive beyond the expiration or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

# 78. 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.

## 79. Publicity

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

## **80.** Payment Terms

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

1. IT Strategy

| % of Payment | Payment Milestone   | Remarks  |
|--------------|---|--|
| 50%          | Current State Assessment report and presentation to   | The Current State Assessment and IT strategy should cover the following -  1. Server Hardware  2. Storage & Backup  3. Network Infrastructure (DC, DR, Near Site and Branch/Other Office Components)  4. Network Bandwidth |
| 25%          | On submission of Roadmap<br>and IT Strategy<br>Report/document and<br>presentation to Senior/ Top<br>Management / Project<br>Monitoring Committee | <ul><li>6. Security Operations Center</li><li>7. Supporting Applications &amp; Digital</li></ul>   |
| 25%          | On submission of<br>Information Security<br>Framework Report  | J  |

(\*Refer Section Two, Point 18, A - Deliverable & Acceptance Criteria)

2. Option A - CBS Contract Renewal with existing System Integrator\*

| = option if contract items with ombting system integrator |  |  |  |
|---|--|--|--|
| % of Payment  | Payment Milestone  |  |  |
| 20%   | On completion of the contract review of the existing contract and submission of Report on the status of current SI vis-a-vis the contract deliverables.          |  |  |
| 30%   | On preparation of Scope documents and Bill of materials (for direct orders with the SI) to the existing SI for contract renewal                                  |  |  |
| 30%   | On completion of the price discovery and negotiations  |  |  |
| 20%   | On contract finalization and contract signing (SLA/MSA/NDA/Escrow etc) with the System Integrator and Completion of all defined activities for contract renewal. |  |  |

(\*Refer Section Two, Point 18, B -2a - Deliverable & Acceptance Criteria)

Option B - RFP for CBS System Integrator\*

| % of Payment | Payment Milestone   |  |  |  |
|--------------|---|--|--|--|
| 20%          | On defining the technical and (or) functional specifications and release of RFP                   |  |  |  |
| 20%          | On submission of the Eligibility evaluation Report and Technical Evaluation Report                |  |  |  |
| 20%          | On Submission of Commercial Evaluation / Price Discovery Details                                  |  |  |  |
| 20%          | On contract finalization and contract signing (SLA/MSA/NDA/Escrow etc) with the System Integrator |  |  |  |
| 20%          | On completion of transition to New System Integrator  |  |  |  |

(\*Refer Section Two, Point 18, B – 2b - Deliverable & Acceptance Criteria)

Note - Either one of option A or option B will be taken by the Bank

3. Program Management of transition from existing CBS System Integrator to New CBS System Integrator (If applicable)

| % of Payment | Payment Milestone  |
|--------------|--|
| 25%          | On Submission of Transition plan and approach finalization |
| 25%          | On completion of transition to New System Integrator       |
| 25%          | On Completion of Parallel run by New System integrator     |
| 25%          | On Exit of existing System Integrator from the system      |

(\*Refer Section Two, Point 18, C - Deliverable & Acceptance Criteria)

Note - The option is applicable only when Bank decides to go ahead with Option 2B

4. RFP Preparation, Vendor Evaluation and Selection of respective RFP\*

| 4. M. 1 1 reparation, vendor Evaluation and Science of the Special Charles |    |   |  |
|--|----|---|--|
| %  | of | Payment Milestone   |  |
| Payment  |    |   |  |
| 20%  |    | On defining the technical and (or) functional specifications and submission of draft RFP            |  |
| 20%  |    | On release of the RFP.  |  |
| 20%  |    | On submission of the Eligibility evaluation Report and Technical Evaluation Report                  |  |
| 10%  |    | On Submission of Commercial Evaluation / Price Discovery  |  |
| 10%  |    | On Completion of acceptance of Hardware, Software and Other line items as per the Bill of Materials |  |
| 10%  |    | On submission of draft SLA or MSA/NDA/Escrow, if applicable.  |  |
| 10%  |    | On contract signing (SLA or MSA/NDA/Escrow, if applicable)  |  |

(\*Refer Section Two, Point 18, D - Deliverable & Acceptance Criteria)

5. Project Management

| %       | of | Payment Milestone   |  |  |  |
|---------|----|---|--|--|--|
| Payment |    |   |  |  |  |
| 25%     |    | On defining the implementation plan for the RFPs floated above  |  |  |  |
| 25%     |    | On identification and rectification of gaps (if any) and complete implementation                                |  |  |  |
| 25%     |    | Submission of the Project Charter , governance plan, core team requirements and template for project monitoring |  |  |  |
| 25%     |    | On completion of three month of successful installation and completion of all defined Activities                |  |  |  |

(\*Refer Section Two, Point 18, E - Deliverable & Acceptance Criteria)

# Note: - The payment shall be released for PMO on completion of the individual/grouped item RFPs milestones.

All the payment will be made after completion of particular activity / time period / signoff / acceptance and no fees / changes which are payable, will not be paid in advance.

All Invoices shall be raised to the UBGB and UBKGB, in the ratio 90:10 respectively at the following addresses:

| Tollowing additesses.   |                         |  |  |  |
|-------------------------|-------------------------|--|--|--|
| UBGB - 90%              | UBKGB - 10%             |  |  |  |
| UTTAR BIHAR GRAMIN BANK | UTTAR BANGA KSHETRIYA   |  |  |  |
| Head Office             | GRAMIN BANK Head Office |  |  |  |
| SHARMA COMPLEX          | Shiv Bari Road (Near NN |  |  |  |
| KALAM BAGH CHOWK        | Park)                   |  |  |  |
| MUZAFFARPUR,            | COOCH BEHAR,            |  |  |  |
| BIHAR-842001            | WEST BENGAL-736101      |  |  |  |
| GST: 10AAAJU0238J2ZE    | GST: 19AACAU8754C1Z8    |  |  |  |

## 81. Other Payment Terms

- At all times bank would be paying only for the services/ application modules utilized by the Bank or deployed in production. At no point, Bank would pay for the services/ modules that are not deployed for the Bank's use.
- The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
- The reasons like non-familiarity with the site conditions and / or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
- 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.
- Any objection/ dispute to the amounts invoiced in the bill shall be raised by the bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the bank will make payment within reasonable time (not exceeding 60 days) after the settlement of such disputes. However any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account

| Appointment of Consultant for CBS Project of RRBs of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. |
|---|
| ***********************   |

# **SECTION - FIVE**

# 82. Annexure I - Submission Checklist

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

| Sr<br>No | Annexure no   | Name of Document                                 | Bidder's<br>Remar |
|----------|---------------|--|-------------------|
|          |               |  | k<br>(Y/N)        |
| 1        | Annexure I    | Submission Checklist                             |                   |
| 2        | Annexure II   | Compliance Certificate                           |                   |
| 3        | Annexure III  | Compliance Statement                             |                   |
| 4        | Annexure IV   | Technical Proposal Format                        |                   |
| 5        | Annexure V    | Tender Offer Cover Letter                        |                   |
| 6        | Annexure VI   | Performance Bank Guarantee Format                |                   |
| 7        | Annexure VII  | Non-Disclosure Agreement Format                  |                   |
| 8        | Annexure VIII | Pre-Bid Query Format                             |                   |
| 9        | Annexure IX   | Bid Undertaking Letter                           |                   |
| 10       | Annexure X    | Bill of Material (Total cost of Ownership – TCO) |                   |
| 11       | Annexure XI   | INTEGRITY PACT                                   |                   |
| 12       | Annexure XII  | Guidelines, Terms and Condition and process flow |                   |
|          |               | for E-procurement Auction.                       |                   |
| 13       | Annexure XIII | Proposed Team Profile                            |                   |

# 83. Annexure II - Compliance Certificate

| To, | Date:  |
|-----|--|
|     | General Manager-IT   |
|     | Central Bank of<br>India   |
|     | DIT  |
|     | CBD Belapur<br>Navi Mumbai.  |
|     | Tavi Famban  |
|     | Dear Sir, Ref: - Tender No. CO: DIT: PUR: 2024-25:409  |
|     | 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 have never been barred/black-listed by any regulatory / statutory authority in India.  |
|     |  |
|     | Signed Dated   |
|     | Seal & Signature of the bidder   |
|     | Phone no/Mobile Number:  |
|     | Email:   |
|     | GST Number :   |
|     | Place: Date:   |
|     |  |

# 84. Annexure III - Compliance Statement

| (T<br>RF  | o be submitted by all the bidders participating in Reverse Auction)  Date:   |  |
|---|--|--|
| То  | Ogeneral Manager-IT  Central Bank of India  DIT  CBD Belapur  Navi Mumbai.   |  |
| Dear Sir,   |  |  |
| Sub: RFP no. Tender No. CO: DIT: PUR: 2024-25:409 |  |  |
| 1.  | We(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP datedfor procurement of  |  |
| 2.  | We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.   |  |
| 3.  | We hereby undertake and agree to abide by all the terms and conditions stipulated by Central Bank of India RRB in the RFP document including all annexures and the Business Rules for Reverse Auction.   |  |
| 4.  | We shall participate in the on-line auction conducted by XX (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.   |  |
| 5.  | We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.                  |  |
| 6.  | We confirm having nominated Mr, designated as of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.                                  |  |
| 7.  | We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 3 working days of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP. |  |
| •   | gnature with Company<br>al Name:   |  |
| Co  | esignation within Company/ Organization:<br>ompany/ Organization:<br>ldress of Company/ Organization:  |  |
|   | ame of the Authorized Representative:<br>gnature of Authorized Representative:   |  |
| Verified above signature:                         |  |  |
| Co  | ompetent Authority's Signature:  |  |

#### Annexure IV - Technical Proposal Format 85.

Particulars to be provided by the bidder in the technical proposal – Tender Ref. No. Tender No. CO: DIT: PUR: 2024-25:409

| Sl.No | Particulars   | Details to be furnished by the bidder |
|-------|---|---------------------------------------|
| 1     | Name of the bidder  |                                       |
| 2     | Year of establishment and constitution<br>Certified copy of "Partnership Deed" or "Certificate<br>of Incorporation" should be submitted as the case may<br>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     | Telephone and Mobile numbers of contact persons   |                                       |
| 7     | E-mail addresses of contact persons   |                                       |
| 8     | Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures                         |                                       |
| 9     | Turnover of the bidder (not of the group) Year 2023 – 24 Year 2022 – 23 Year 2021 – 22 Documentary proofs to be enclosed  |                                       |
| 10    | Operating Profit of the bidder (not of the group) Year 2023 – 24 Year 2022 – 23 Year 2021 – 22, Documentary proofs to be enclosed   |                                       |
| 11    | Net worth of the bidder Year 2023 – 24 Year 2022 – 23 Year 2021 – 22 Documentary proofs to be enclosed  |                                       |
| 12    | Approach and methodology for the proposed scope of work along with Illustrative deliverables  |                                       |
| 13    | Details of the similar assignments executed by the bidder during the last Five years (Name of the organization, type of assignments, time taken for execution of the assignment and |                                       |

|    | Appointment of const  | intaint for GDS I roject of Mixe |
|----|---|----------------------------------|
|    | documentary proofs from the Bank are to be furnished)   |                                  |
| 14 | Details of Key Project Leader assigned to this project. The details should cover overall years of experience in Consultancy, Qualification, Experience in various areas specifically as mentioned above in evaluation criteria and the client for which such assignments are carried out Resources like name, Qualification, Experience who will be deployed for this assignment in the Bank          |                                  |
| 15 | Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.  |                                  |
| 16 | Details of Key Personnel/ team members assigned to this project. The details should cover overall years of experience in Consultancy, Qualification, Experience in various areas specifically as mentioned above in evaluation criteria and the client for which such assignments are carried out Resources like name, Qualification, Experience who will be deployed for this assignment in the Bank |                                  |
| 17 | GST Number  |                                  |

### **Declaration:**

- 1. We confirm that we will abide by all the terms and conditions contained in the RFP document.
- 2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- 3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- 4. We confirm that this response, for the purpose of short-listing, is valid for a period of 120 days, from the date of expiry of the last date for submission of response to the RFP.

| Ľ | )1 | 2 | c | Δ |  |
|---|----|---|---|---|--|
|   |    |   |   |   |  |

| Date: | Seal & Signature of the bidder |
|-------|--------------------------------|
| Date: | Seal & Signature of the bluder |

### 86. Annexure V - Tender Cover Letter

| RFP Tender No. C | O: DIT: PUR: 2024-25:409 | Dated : |
|------------------|--------------------------|---------|
|                  |                          |         |

TO,

General Manager-IT Central Bank of India DIT CBD Belapur Navi Mumbai.

Having examined the RFP documents including all annexure and forms the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Appoint a Consultant of RRB Project in sponsored RRBs to Bank 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 conditions about all the services 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 for 27 Months. 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 21 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 | 2024 |
|------------|--------|------|
|            |        |      |
| Signature: |        |      |

# 87. Annexure VI – Performance Bank Guarantee Format (To be stamped in accordance with stamp act)

### FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
General Manager-IT
Central Bank of India
DIT
CBD Belapur
Navi Mumbai.

In consideration of M/s <u>Central Bank of India</u> having Registered Office at <u>Mumbai</u> (hereinafter referred to as "Purchaser") having agreed for Appointment of Consultant for Two sponsored RRBs (UBGB and UBKGB) (hereinafter referred to as "Goods/Services") from M/s ------------------ (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No------- dt.--------- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Appointment of Consultant for Two sponsored RRBs (UBGB and UBKGB) as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the Appointment of Consultant for Two sponsored RRBs (UBGB and UBKGB) as per the terms and conditions of the said contract;

- 2) to perform as per the said contract and also failure of the contractor to maintain the for two sponsored Regional Rural Banks (UBGB, UBKGB) and systems as per the terms and conditions of the said contract.
- 3) Notwithstanding anything to the contrary, the decision of the purchaser as to whether Consultancy Solution has failed to perform as per the said contract and also as to whether the contractor has failed to maintain the Consultancy services and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding not withstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 4) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ........................ (this date, should be date of expiry of Guarantee).
- 5) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period

of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

- 6) 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 contractor 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.
- 7) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the 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 purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- 8) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 9) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor 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 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 contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 10) 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.

11) Notwithstanding anything contained herein:-

Date this----- day of----- 2024 at-----

| ,   |   |
|-----|---|
| i   | Our liability under this Bank Guarantee shall not exceed Rs(Rupees-       |
|     | only);  |
| Ii  | This Bank Guarantee shall be valid up to (date of expiry of BG); and      |
| Iii | We are liable to pay the Guaranteed amount or any part thereof under      |
|     | this Bank Guarantee only and only if you serve upon us a written claim or |
|     | demand on or before   |
|     | (date of expiry of Guarantee plus claim period= Claim date).              |

| 12)The l | Bank has   | power      | to | issue   | this  | Guarantee   | under   | the  | statute/    | constitution | and | the |
|----------|------------|------------|----|---------|-------|-------------|---------|------|-------------|--------------|-----|-----|
| unde     | rsigned ha | as full po | ow | er to s | ign t | his Guarant | ee on b | eha! | lf of the l | Bank.        |     |     |

| For and on behalf ofBank. |  |
|---------------------------|--|
| sd/-                      |  |

# 88. Annexure VI - Non-Disclosure Agreement Format

| This Agreement made at  | , on this      | day of         | 2024.                           |
|---|----------------|----------------|---------------------------------|
| BETWEEN   |                |                |                                 |
|   |                | •              | nder the Companies Act, 1956    |
| having its registered office at   | (              | hereinafter r  | eferred to as "" which          |
| expression unless repugnant to successors and assigns) of the <b>ON AND</b> |                | meaning then   | reof be deemed to include its   |
| a body corpo  |                |                | nking Companies (Acquisition &  |
| Transfer of Undertakings)   | (hereinafte    | er referred to | as "Bank" which expression      |
| unless repugnant to the context assigns) of the <b>OTHER PART</b>           | or meaning the | reof be deeme  | d to include its successors and |

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. <u>Confidential Information:</u> "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.

**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. <u>Publications:</u> 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. <u>Title and Proprietary Rights:</u> 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 Designation: | signatory: |  |  |  |  |  |  |
| For and on behalf of            |            |  |  |  |  |  |  |
|                                 |            |  |  |  |  |  |  |
| Name of Authorized Designation: | signatory: |  |  |  |  |  |  |

### 89. Annexure VIII - Pre Bid Query Format

### 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 that you propose as shown below.

| Sr. No. | Page # | Point / Section # | Clarification   | Comment/   |
|---------|--------|-------------------|-----------------|------------|
|         |        |                   | point as stated | Suggestion |
|         |        |                   | in the          |            |
|         |        |                   | tende           |            |
|         |        |                   | r               |            |
|         |        |                   | document        |            |
|         |        |                   |                 |            |
|         |        |                   |                 |            |
|         |        |                   |                 |            |
| _       |        |                   |                 |            |

### 90. Annexure IX - Bid Undertaking Letter

| То   | Date: |
|--|-------|
| General Manager-IT<br>Central Bank of India<br>DIT<br>CBD Belapur<br><u>Navi Mumbai.</u> | Date. |

Dear Sir,

REF: RFP No.: Tender No. CO: DIT: PUR: 2024-25:409 dated \_\_\_\_\_

# Over and above all our earlier conformations 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's 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 s 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 with a replacement within 15 working days 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 thisl | by | .2024_ |  |
|-------------|----|--------|--|

**Authorized Signatory** 

(Name: Contact Person, Phone No./Mobile Number, E-mail)

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

# 91. Annexure X - Bill of Material (Total cost of Ownership - TCO)

Please refer Annexure X in excel format for the Bill of Materials.

| # | Activity  | Total Price in ₹<br>(exclusive of Taxes) |
|---|---|--|
| 1 | IT Strategy (Including Decision on Renewal/ New RFP for support and maintenance of CBS and allied applications)                     | XX                                       |
| 2 | Contract renewal assistance with existing service provider for support and maintenance of CBS and allied applications  OR           | XX                                       |
|   | RFP preparation and Bid process management for selection of new service provider for CBS and allied applications                    |  |
| 3 | Program Management of transition from existing CBS System Integrator to new CBS System Integrator (If applicable)*                  | XX                                       |
| 4 | RFP preparation and Bid process management for selection of service provider for new applications and associated hardware (Table A) | XX                                       |
| 5 | Project Management  | XX                                       |
| 6 | Additional per Man Day rate for 50 days.  | XX                                       |
|   | Total   | XX                                       |

| Total Cost of Ownership in words - ₹ | 0 | )nl | у |
|--------------------------------------|---|-----|---|
|--------------------------------------|---|-----|---|

### Note: -

- 1. Bank will release PO for Point 3 if it decides to publish an RFP for support and maintenance of CBS and allied applications instead of renewal. Also, if the existing SI participates in the RFP process and emerges as a prime bidder, then Point 3 would not be applicable.
- 2. Bank has given an envisaged list of applications which might needed to be implemented, however decision on that will be taken as part of IT Strategy. Bank expects Consultants to provide price of RFP and Bid process management for each of the envisaged application in Point 4 however POs for such work will be released individually based on implementation decision.
- 3. Price of Resource Deployment for PMO of New Applications is asked for the Contract period. However, Bank may ask for more resources during the Contract period or 1 year post Contract period. The Consultant has to provide the resources with no extra cost to the Bank.
- 4. Resource cost for 50 days is considered only for the purpose of commercial evaluation. Payment will be made on the actual number of days utilized for any additional service which are not included in Scope of work /TCO.
- 5. The rate provided would be a blended rate and should be valid for 36 months from the date of contract with the Consultant.
- 6. The rate quoted would be used by the Bank for allotting additional related work beyond the scope of the project, if the need arises.
- 7. The rate quoted should be inclusive of taxes and charges except GST. GST will be payable actual and on submission of original invoice / receipt.
- 8. The rate quoted should include all expenses, lodging and boarding for work to be executed as part of this project.

### Table A

| #     | Project Scope   | RFP Preparation, Vendor<br>Evaluation and Selection<br>price<br>(exclusive of Taxes) |
|-------|---|--|
| 1     | Refresh/Upgrade/Augmentation/ of Storage  | XX   |
| 2     | Procurement / Augmentation of Hardware(s) Servers(s) (Wintel)   | XX   |
| 3     | Refresh /Procurement Enterprise Service Bus (ESB) / Middleware  | XX   |
| 4     | Refresh of existing RISC Servers  | XX   |
| 5     | Upgradation / Procurement of existing Enterprise Management Solution (EMS)  | XX   |
| 6     | Procurement, Refresh and augmentation of Network Devices at DC, DR, Near Site and Branches/other offices etc.                                 | XX   |
| 7     | Enterprise Asset Management Solution  | XX   |
| 8     | Setup of NDR site   | XX   |
| 9     | DARS (Data Archival Solutions) XX   |  |
| 10    | EDR (End Point Detection and Response) / XDR tool (Extended XX Detection and Response)  |  |
| 11    | Centralized Software Distribution Tool  | XX   |
| 12    | SOC including NG-SIEM (Next generation – Security Information and Event Management ) & SOAR (Security Orchestration, Automation and Response) |  |
| 13    |   |  |
| 14    | 0 0   |  |
| 15    | Data Classification and Data Encryption / Decryption XX   |  |
| 16    | Mail Messaging System   | XX   |
| 17    | IBM MQ (for NEFT/RTGS)  | XX   |
| 18    | , 0   |  |
| 19    |   |  |
| 20    |   |  |
| 21    |   |  |
| 22    | Procurement of automated reconciliation solution for all XX channel transactions (AePS, NEFT, RTGS, ATM, CTS, IMPS, UPI)                      |  |
| 23    | Version Control Software  | XX   |
| 24    | CI/CD Pipeline Solution (Continuous Integration and Continuous Deployment)  | XX   |
| 25    | Vendor Payment Module   | XX   |
| TOT   | 'AL (Table A)   | XX   |
| Note: |   |  |

### Note: -

- a. In the event any or all of the RFP's are combined the Bank will release the payments for the respective RFP's as specified above based on payment terms specified in the RFP for the completed portion. The bank will pay the complete amount specified against each of the RFP's, even if some of them were to be combined by the Bank.
- b. In the event a new RFP needs to be formulated, which are not included in Scope of Work/TCO. The same would be done using the additional man day rate based on the number of days mutually agreed between the parties.
- c. If any of the scope item is found as not required by the bank during any point of time, proportionate

- amount will not be paid by bank.
- d. For any additional RFP's, other than the items mentioned above, that are to be done within the contract period, the price for each additional RFP will be the average of the total cost of RFPs mentioned above.
- e. The price of additional RFPs is not applicable for Core Banking System RFP.

# 92. Annexure – XI – Bid Security Declaration (In place of EMD Amount)

Pro-forma of Bid Security Declaration given by all the Bidders participating in the Request for Proposal for Appointment of Consultant for Core Banking Project on their official letter-head.

| To,   | Date:                      |
|---|----------------------------|
| General Manager-IT Central Bank of India DIT CBD Belapur Navi Mumbai.   |                            |
| Subject: Bid Security Declaration for Request for Proposal for Appointme Banking Project. (Tender No – CO: DIT: PUR: 2024-25:409)   | ent of Consultant for Core |
| Dear Sir,   |                            |
| We (bidder name), hereby undertake that we are liab participation in any future tenders of the Bank for 24 months from the date case of any of the following:   |                            |
| <ol> <li>If the bid submitted by us withdrawn/modified during the period of bid</li> <li>If any statement or any form enclosed by us as part of this Bid turns out any time during the period of prior to signing of contract,</li> <li>In case of we becoming successful bidder and if:         <ul> <li>We fail to execute Contract within the stipulated time.</li> <li>We fail to furnish Performance Bank Guarantee within the timeline document.</li> </ul> </li> </ol> | to be false / incorrect at |
| Yours faithfully,   |                            |
| Authorized Signatory<br>Designation<br>Bidder's Corporate Name  |                            |
| Stamp:  |                            |

### 93. Annexure XII - 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 & 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.
- (6) The Monitor will submit a written report to the Managing Director & 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 & CEO, Central Bank of India, a substantiated suspicion of an offence under relevant IPC/ PC Act and the Managing Director & 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 & CEO, 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 behal of the Principal |
|------------------------------------|---------------------------------|
|                                    | Bidde / Contract<br>r or        |
| (Office Seal)                      | (Office Seal)                   |
| Place                              | Place                           |
| Date                               | Date                            |
| Witness1:                          | Witness1:                       |
| Name & Address                     | Name & Address                  |

|                              | Appointment of Consultant for CBS Project of RR | Bs |
|------------------------------|---|----|
|                              |   |    |
|                              |   |    |
| Witness 2:<br>Name & Address | Witness 2:<br>Name & Address                    |    |
|                              |   |    |
|                              |   |    |
|                              | · · · · · · · · · · · · · · · · · · ·           |    |

# 94. Annexure XIII - Guidelines, Terms and Condition and process flow for E-procurement Auction.

- 1.The Bidder is required to submit the indicative price exclusive of taxes, Octroi & Entry tax; in a separate sealed cover envelope. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
- 2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
- 3. In case the lowest bidder fails to honor their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids. Date and time of reverse auction: Will be informed after Technical Evaluation of bids. *Terms & Conditions of Reverse Auction* 

- **1.** TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
- **2.** LOG IN NAME & PASSWORD: Each technically qualified 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. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
- **3.** 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.
- **4.** LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell
- **5.** AUCTION TYPE: The Bidders will be able to view the rank of different Bidders. The Bidder will not be able to view the current lowest price on the portal.
- **6.** VISIBLITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
- Rank of other Bidders
- Rank of the Bidder
- **7.** MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Bank with the original names displayed.
- **8.** GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.
- 9. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
- The Bidder shall not divulge either his Bids or any other exclusive details of \_\_\_\_\_to any other party.
- Bank's decision on award of Contract shall be final and binding on all the Bidders.
- Bank can decide to extend, reschedule or cancel any Auction. Any changes made by Bank after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- Bank and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- Bank and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

|                              | ENGLISH REVERSE NO TIES AUCTION   |
|------------------------------|---|
|                              | There is only 1 Bidder at a particular position /   |
| Austina Format               | rank, which means 1 L1, 1 L2 & so on. The criteria  |
| Auction Format               | followed here is of Price only. So, the Bidder who  |
|                              | quotes the lowest Price is declared as the winner of  |
|                              | the Auction.  |
|                              | A Bidder here can revise his bids. The revised price  |
|                              | should be lower than the L-1 price at that point of   |
|                              | time.   |
|                              | You should complete the following steps:  |
|                              | Participate in the training Program for bidding by  |
| Bidding Process and Timeline | the agency appointed by the Bank on the dates   |
| Brading Freeds and Timemic   | mentioned in this document  |
|                              | You should be prepared with competitive price   |
|                              | quotes on the day of the bidding event.  Participate in the online                                |
|                              | bidding event.  |
|                              | Start bid price is the upper/ ceiling price of the  |
|                              | contract value fixed by Bank for the reverse auction  |
| Start bid price              | event. Bidders can bid only lower than the start bid  |
|                              | price.  |
|                              | Start bid price shall be available to the Bidders   |
|                              | during the start of the auction on the auction site.  |
|                              | Bid Decrement is the fixed amount by which or   |
| Bid Decrement                | by multiples of which, the next bid value can be  |
|                              | decreased.  |
|                              | Bid Decrement shall be available to the Bidders   |
|                              | during the start of the auction on the auction site.  |
| Bid Price in reverse auction | Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum |
| Did File ili Teverse auction | exclusive of all taxes.   |
| Auto Bids:                   | Auto Bid shall be disable durin the e-  |
| nuto bius.                   | function d g  |

| FF.  |  |  |
|--|--|--|
|  | procurement  |  |
|  | auction  |  |
| Auction Duration                           | The auction will be of 1 hour duration. In case there is a bid by any Bidder within 10 minutes of closing of the auction, the auction will be extended by another 10 minutes. Such extension will be allowed to continue till no quote is placed within 10 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training. |  |
| Price Bid evaluation and award of purchase | At the end of reverse auction process, L1 of Reverse Auction will be identified.   |  |
| order                                      | Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.   |  |

The above terms and conditions are acceptable to us.

| Seal of the Bidder | Signature of the Bidder |
|--------------------|-------------------------|
|                    |                         |

# 95. Annexure XIV - Proposed Team Profile

| S.<br>No | Name of the team member  | Qualifications and certifications | Previous<br>where<br>member<br>associated | Banks<br>team<br>was | Duration of team member's association | No. of years of experience |
|----------|--|-----------------------------------|---|----------------------|---------------------------------------|----------------------------|
| 1.       | Current State<br>Assessment  |                                   |   |                      |                                       |                            |
| 2.       | End to end CBS<br>Contract Renewal   |                                   |   |                      |                                       |                            |
| 3.       | DC and DRC Expansion and other Infrastructure related requirement, Near Site           |                                   |   |                      |                                       |                            |
| 4.       | RFP Preparation /<br>Vendor selection,<br>Price Discovery etc.                         |                                   |   |                      |                                       |                            |
| 5        | Implementation<br>Support  |                                   |   |                      |                                       |                            |
| 6        | Formulate Broad Strategy / Approach Plan/ Concept paper for new initiatives / Upgrades |                                   |   |                      |                                       |                            |

| Knowledge |                                  |
|-----------|----------------------------------|
| Place:    |                                  |
| Date:     | Seal and signature of the bidder |
|           |                                  |
|           |                                  |

We hereby acknowledge that the information provided by us is true and to the Best of our