



सेन्ट्रल बैंक ऑफ़ इंडिया  
Central Bank of India



RFP for Selection of vendor for providing end to end centralized TDS management solution.



सेन्ट्रल बैंक ऑफ़ इंडिया  
**Central Bank of India**

1911 से आपके लिए “केंद्रित”

“CENTRAL” TO YOU SINCE 1911

## REQUEST FOR PROPOSAL (RFP)

### FOR

**Selection of vendor for providing End to End Centralized  
TDS Management Solution**

**GeM Bid No. GEM/2025/B/6192798 dated 02.05.2025**

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**Central Bank of India**

**Customer Care Department**

**2<sup>nd</sup> Floor, MMO Building,**

**Fort, Mumbai, 400023**



## **DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or information Provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Central bank of India (or CBoI or Bank), 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 such information is provided. This RFP document is not an agreement and is not an offer or invitation by Central Bank of India to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Central Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Central Bank of India does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Central Bank of India reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website, and it will become part and parcel of RFP.

Central Bank of India in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Central Bank of India reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Central Bank of India shall be final, conclusive and binding on all the parties.



### **Abbreviations**

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

| <b>Abbreviations</b> | <b>Description</b>  |
|----------------------|---|
| Bank                 | Central Bank of India   |
| RO                   | Regional Office   |
| ZO                   | Zonal Office  |
| RFP                  | Request for Proposal  |
| Bidder/Vendor        | Vendor submitting the proposal in response to this RFP  |
| Contract             | ‘Contract’ means the agreement signed by successful bidder and the Bank at the Conclusion of bidding process,   |
| Proposal             | ‘Proposal’ means that Technical/Financial proposal  |
| Solution             | Solution’ means end to end centralized TDS management solution -Supply, deployment, maintenance and support including Complaint Management Solution and filing of reply to the notices related to the customers which are received from Income Tax Dept u/s 131 with related sub sections, 133 related sub sections, 226, etc as per scope of work. |
| EULA                 | End User License Agreement  |
| DC                   | Data Centre   |
| DRC                  | Disaster Recovery Centre  |
| RTO                  | Recovery Time Objective   |
| RPO                  | Recovery Point Objective  |
| TCO                  | Total Cost of Ownership   |
| UAT                  | User Acceptance Test  |
| LD                   | Liquidated Damages  |
| SLA                  | Service Level Agreement   |
| PO                   | Purchase Order  |
| MAF                  | Manufacturer Authorization Form   |
| OEM                  | Original Equipment Manufacturer   |
| LLP                  | Limited Liability Partnership   |
| ATS                  | Annual Technical Support  |
| OS                   | Operating System  |
| KYE                  | Know Your Employee  |
| MII                  | Make in India   |
| VAPT                 | Vulnerability Assessment & Penetration Testing  |



## **GENERAL INSTRUCTIONS TO BIDDERS**

All Bidders must note that this being E-tender, only bids received online on GEM (Government e- Marketplace) portal <https://gem.gov.in> shall be considered as an offer. *Any bid submitted in physical form will not be received or opened and shall be summarily rejected.*

### **Procedure for submission of E-tender by Bidder:**

Interested Bidders who wish to participate should visit the website <https://gem.gov.in> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your firm/company on the website <https://gem.gov.in> for obtaining a Login ID and Password. Detail guidelines are available on GEM portal.
2. Apply for the RFP by uploading supporting documents.
3. Bidder must submit the offer before closing date & time. The website will automatically stop accepting the offer after closing date and time.

**Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. Central Bank of India will not be responsible for any lapses/failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.**

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**Tender Notice - Bid details in Brief**

| S.N. | Activities  | Date and Time  |
|------|---|--|
| 1.   | Tender Notification No  | Central Bank of India, Tender No. CCD/RFP/2025-26/01   |
| 2.   | Mode of Tender  | e-tendering system (online Part I – Technical Bid and Part II – Indicative Commercial Bid) with Reverse Auction  |
| 3.   | RFP Issuance date   | 02.05.2025   |
| 4.   | Last date for submission of Pre-Bid query                     | 15.05.2025   |
| 5.   | Pre-Bid Meeting   | 28.05.2025 at 3.00 PM  |
| 6.   | Last date and time for Receipt of Bid                         | 16.06.2025 at 3.00 PM  |
| 7.   | Address for Proposal Submission (online submission)           | GeM – Government eMarket Portal<br><a href="https://gem.gov.in">https://gem.gov.in</a>   |
| 8.   | Date & Time of Opening of Technical Bids (Online)             | 16.06.2025 at 3.30 PM  |
| 9.   | Place of Opening of Bids (Online)                             | Customer Care Department, 2nd Floor, MMO Building, Fort Mumbai – 400 023.  |
| 10.  | Proposal Security (Earnest Money Deposit or EMD) (Refundable) | <p>₹ 8,00,000/- (Rupees Eight Lakhs Only)</p> <p>In the form of a demand draft favouring Central Bank of India, payable at Mumbai. Its scanned copy must be submitted online on GeM portal before the last date of bid submission. The RFP response without the accompanying amount towards EMD shall be rejected by the Bank. Original Demand Draft to be submitted on or before the last submission date &amp; time at Central Bank of India, Customer Care Department, 2nd Floor, MMO Building, Fort, Mumbai-400023</p> <p>(In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD as per extant Govt. guidelines need to be provided with valid NSIC/MSME Certificate explicitly mentioning that they are registered with NSIC/ MSME under single point registration scheme. In addition, bidder must submit Annexure 17 in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.)</p> |



|     |                                     |  |
|-----|-------------------------------------|--|
| 11. | RFP Coordinator:                    | Asst. General Manager<br>Central Bank of India<br>Customer Care Department, 2nd Floor,<br>MMO Building, Fort Mumbai – 400 023. |
| 12. | Contact No. and email id:           | 022-61648710 email id:<br>AGMGOVTBUSI@centralbank.co.in  |
| 13. | Alternate Contact No. and email id: | 022-61648711 email id:<br>rfpccrd@centralbank.co.in  |

CONFIDENTIAL

## **SECTION-I**

### **BANK PROFILE**

**Central Bank of India** was established in the year 1911. The Bank has been fulfilling the dreams & aspirations of millions of customers over the past 113 years. The Bank was nationalized under Banking Companies (Transfer of Undertakings) Act-1970. The equity shares of the Bank are listed in both Bombay Stock Exchange/National Stock Exchange. The Bank is having its Central Office at Chander Mukhi, Nariman Point, Mumbai– 400021. & it's Customer Care Department at 2<sup>nd</sup> floor, MMO Building, Fort, Mumbai 400023. Central Bank of India (CBoI), one of the leading nationalized Banks of the country is a Public Sector Bank with Offices geographically located all across India and presently having more than 4500 Branches/ Offices. As of now, it has 13 Zonal Offices and 90 Regional Offices controlling these branches besides specialized service branches.

The Bank enjoys strong fundamentals, large franchise value & good brand image. To meet growing aspirations of customers & compete in today's tough conditions, the Bank offers wide range of products & services

Bank is having pan India presence with total 20915 Touch Points and offers customer centric products and services across various sectors through 4500+ branches, 4000+ ATMs, 12000+ BC points.

(More Details are available on our website - [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)).

## **SECTION-II**

### **1. OBJECTIVE**

This Request for Proposal (RFP) document has been prepared solely for the purpose of Selection of vendor for providing end to end centralized TDS management solution for Central Bank of India.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Banks and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

#### **Definitions**

- ‘Bank’ or ‘CBoI’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Central Bank of India’, described in more detail in Section I above and which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns.
- ‘RFP’ means Request for Proposal for Selection of vendor for providing end to end centralized TDS management solution.
- ‘Bidder’ means a bidder submitting the proposal in response of RFP.
- ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required and as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- ‘Successful Bidder’ means the Bidder who is found to be the lowest bidder, subject to compliance of all the Terms and Conditions of the RFP, etc.
- ‘Solution’ means Set up, Manage, Operate, customization, integration, migration etc. for different modules under end-to-end centralized TDS management solution as per this RFP.
- ‘Proposal’ means that Technical proposal and financial proposal as per the formats prescribed in the RFP.

### **2. INFORMATION PROVIDED**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of their directors, officers, employees, agents, representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of their directors, officers, employees, agents, representative, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### **3.COSTS BORNE BY RESPONDENTS**

All costs and expenses (whether in terms of time or money) incurred by the Recipient in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient.

### **4.NO LEGAL RELATIONSHIP**

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

### **5.RECIPIENT OBLIGATION TO INFORM ITSELF**

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

### **6.EVALUATION OF OFFERS**

Each Recipient acknowledges and accepts that the Banks may, at their sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **7.ERRORS AND OMISSIONS**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document, if any, but not later than last date of receiving clarifications specified in “**Tender Notice - Bid details in Brief**”.

### **8.STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

### **9.ACCEPTANCE OF TERMS**

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

## 10. **INDEPENDENT EXTERNAL MONITOR**

Central Bank of India has empanelled Independent External Monitors (IEM) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC):

The details are as under:

1. Mr. Nirmal Anand Joseph Deva      Mail id: [meghanadeva2022@gmail.com](mailto:meghanadeva2022@gmail.com)
2. Mr. Anant Kumar                      Mail id: [anant\\_in@yahoo.com](mailto:anant_in@yahoo.com)

Under this pact:

- IEM shall not be subjected to instructions by the representatives of the parties and shall perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

## 11. **RFP RESPONSE TERMS**

### 11.1 **CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

The bidder may request a clarification on any clause of the RFP documents as per “Tender Notice - Bid details in Brief”. Any request of the clarification must be sent by standard electronic means to [AGMGOVTBUSI@centralbank.co.in](mailto:AGMGOVTBUSI@centralbank.co.in), [rfpcrd@centralbank.co.in](mailto:rfpcrd@centralbank.co.in). Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification/amendment, if any, will be notified on the Bank’s website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)), GEM Web portal. No individual communication would be made in this respect.

### 11.2 **PRE BID MEETING**

A Pre-bid meeting as Question & answer session on RFP will be held as per “Tender Notice - Bid details in Brief” at Central Bank of India, Customer Care Department, MMO Building, 2ndFloor, Fort, Mumbai- 400023 through Video Conference.

### 11.3 **SUBMISSION, RECEIPT, AND OPENING OF BID**

The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted through Online in GeM Portal ONLY.

The proposal must be submitted exclusively on the GeM portal, and no hard copies will be accepted. Bidders are responsible for ensuring that all required documents are uploaded on the portal. The Bank may request any missing documents during the technical evaluation stage; however, it reserves the right to reject a bid if any mandatory document is not provided.

Additionally, bidders must provide an index of all required documents, specifying the page number and section name where each document is uploaded on the GeM portal.

The deadline for submission of the RFP is as per “Tender Notice - Bid details in Brief”

**The bids will be opened on date mentioned as per “Tender Notice - Bid details in Brief” at Central Bank of India, Customer Care Department 2<sup>nd</sup> Floor, MMO Building, Fort, Mumbai-400023.**

The bidders who would want to be present at the time of opening of bids may send their representatives on the given date and time. However, such bidder must communicate the Bank through mail ([AGMGOVTBUSI@centralbank.co.in](mailto:AGMGOVTBUSI@centralbank.co.in), [rfpccrd@centralbank.co.in](mailto:rfpccrd@centralbank.co.in)), its representative name and details such as email id, contact details, designation 1 day prior (till 1700 hours) to the bid opening date.

#### **11.4 REQUEST FOR PROPOSAL (RFP) VALIDITY**

All Proposals shall be valid for a period of 120 days from the last date of submission mentioned in “Tender Notice - Bid details in Brief”. The Bank will make its best effort to complete the process within this period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Bank shall not consider such proposal for further evaluation.

#### **11.5 LANGUAGE OF TENDER**

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

#### **11.6 PRICE VALIDITY**

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

#### **11.7 DISQUALIFICATION**

Any form of canvassing/ lobbying/ influence regarding short listing, status etc. will be a disqualification from the RFP process.

## **12. LODGMET OF RFP RESPONSE**

### **12.1 BID SECURITY FEES**

Bidder has to deposit Earnest Money (Bid Security fees) as mentioned in “**Tender Notice - Bid details in Brief**” prior to the bid submission.

- i. Any bid submitted without the Bid Security fees will be rejected by the Bank as nonresponsive.
- ii. If bidder withdraws from the process, if bidder happens to be successful bidder, EMD shall be forfeited and bidder may be debarred/ blacklisted for a period of 2 years from any tender of the Bank all over India.

### **12.2 LATE RFP RESPONSE POLICY**

It should be clearly noted that the Bank have no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason. RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by the BID Security Fees and Cost of RFP deposited as mentioned in “Tender Notice - Bid details in Brief” are liable to be rejected as NON-RESPONSIVE.

### **12.3 NOTIFICATION**

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Completion date (completion of the bid process), about the outcome of the RFP evaluation process, including whether the Respondent’s RFP response has been accepted or rejected. The Banks are not obliged to provide any reasons for any such acceptance or rejection.

### **12.4 FORMATS OF BIDS**

The Bidder should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

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

## **13 PROJECT LENGTH**

The total time for the project is 5 years from the date of final go live sign off by the Bank, and if required, SLA may be extended for further period of 2 years subject to an extension of 1 year at a time on the same terms and conditions subject to satisfactory performance and at the sole discretion of the Bank as deemed necessary. The Bank reserves the right to reduce or extend the stipulated timeframe without assigning any reasons whatsoever.

### **SECTION – III**

#### **BROAD SCOPE OF WORK AND KEY DELIVERABLES**

##### **1. INTRODUCTION & PURPOSE**

Bank, is floating a Request for Proposal (RFP/Tender) for selection of vendor for providing end to end centralized TDS management solution -Supply, deployment, maintenance and support including Complaint Management Solution and filing of reply to the notices related to the customers which are received from Income Tax Dept u/s 131 with related sub sections, 133 with related sub sections, 226 with related sub sections, etc. for a period of 5 years from the date of final go live sign off by the Bank, which may be extended for further period of 2 years subject to an extension of 1 year at a time solely as per the discretion of the Bank.

Bank intends to have an experienced and reputed consultant having requisite software solution/application, technical and subject expertise who can provide web based solution to streamline the TDS compliance process including centralized TDS remittance, filing of default free TDS returns, Form 15G/H, 15CC, FATCA compliance -Guidance related to Form 60/61 and related returns filing, SFT returns-Compliance including guidance in extracting data from the CBS and validation of data, old TDS default resolution, TDS complaint management and Income Tax notices management, Aggregate Bank as a whole Report generation related to clause 34(a) 34(b), 34(c) of Form 3CD for completing, data generation related to TDS for Income Tax Assessment proceeding etc. in compliance with the Income Tax Dept. guidelines and resolution of TDS defaults. The selected bidder should prepare monthly as well as annual reconciliation statement between expenses and TDS reported in TDS returns with TDS deducted and expenses booked in the General Ledger of the Bank. The selected bidder should have process to validate the monthly CBS data, and any short/non deduction of TDS should be informed to the Bank for TDS recovery from the customer.

The offers / Bids are invited from the intended consultants who have qualified as per terms & conditions set out in this document and are presently having requisite capability to meet the scope of work more particularly described in the tender document.

However, the Bank at its discretion reserves the right to change the scope of the RFP before finalizing the commercials. Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resources and the equipment's requirements. The Bank expressly stipulates the Bidders selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. Considering the nature of the assignment and the envisaged relationship with the Bidder, any service, which is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.



The Bank, for this purpose, invite proposals from Bidders who are interested in participating in this RFP and must fulfill all the eligibility criteria mentioned in this RFP and are also in a position to comply with the technical requirement mentioned & submit the required proposal as per RFP. Apart from above, Bidder must also agree to all terms & conditions mentioned under this RFP. The purpose of Central Bank of India behind this RFP is to seek a detailed technical and commercial proposal for procurement of the services desired in this RFP.

## **2. SCOPE OF WORK**

### **2.1 Terms of reference/deliverables are as under: -**

2.1.1 The selected bidder should provide end to end centralized TDS management solution to streamline the entire TDS related activities of Bank and ensure default free monthly centralized TDS remittance and filing of various TDS returns before due date in compliance with Income Tax Dept. guidelines. The selected bidder should prepare monthly as well as annual reconciliation statement between expenses and TDS reported in TDS returns with TDS deducted and expenses booked in the General Ledger of the Bank. Being an end-to-end project, all items required for keeping the project operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document. The solution must handle any number of offices of Bank. The selected bidder should have process to validate the monthly CBS data, and any short/non deduction of TDS should be informed to the Bank for TDS recovery from the customer.

2.1.2 The selected bidder should have a system to validate bulk PANs for various status i.e. PAN-Adhaar linkage, 194N filer/non-filer status, etc. from Income Tax Dept. on regular intervals and generate o/p as compatible for consumption in various Tax deducting systems of Bank i.e. CBS, HRMS, GBM, VPM, Cent e-trade, etc. It should store Dept. wise -PAN Wise –date wise o/p obtained from Income Tax portal for accessing it whenever required.

2.1.3 The selected bidder should share API and/or any other technical assistance for seamless integration of the Bank's application with the Income Tax site and/or its attached portals and assist in ensuring its effective deployment.

2.1.4 The selected bidder should make a system accessible to Branches/ROs/offices wherein various status of PANs, TDS exemption certificate, lower deduction certificate, concessional rate certificate, etc. can be validated by them from Income Tax site on real time basis for its status and correctness.

2.1.5 The selected bidder should undertake data validation of monthly TDS deductee data provided by various Dept. i.e. CBS, HRMS, CPPC, RBD, ATM, FOREX, etc. as per Income Tax Dept rules/provisions every month before payment of TDS/TCS and ensure default free centralized TDS

remittance to Income Tax Dept. before due date. Reconciliation and rectification of the data before centralized TDS remittance must be ensured.

2.1.6 The procurement system should identify the short TDS deduction records, if any, in the data provided by respective Dept's and generate the detailed Dept. Wise- record wise report clearly specifying the correction required.

2.1.7 The procurement system should check the correctness of PAN wise TDS as per FY wise cumulative amount of interest payment in case of TDS u/s 194A wherever valid PAN is available and CIF wise TDS as per FY wise cumulative amount of interest payment wherever PAN is not available and in case if short deduction is identified, generate the detailed Dept. wise-record wise report specifying the correction required.

2.1.8 The procurement system should have the facility to send auto generated mails along with reminders to the concerned offices whenever any errors are identified in the source data and correct data is required before monthly centralized TDS remittance.

2.1.9 Architecture of the system provided by the selected bidder should sustain future growth i.e. increase in Branches/ROs/ZOs/users/deduction details, etc.

2.1.10 The procurement system should be capable of generating centralized TDS remittance files compatible for uploading on TIN 2.0 and processing at DIT.

2.1.11 The procurement system should be capable of fetching challan details from Income Tax site and link it to corresponding TDS deduction details in its solution on completion of centralized TDS remittance exercise.

2.1.12 Report option should be available at the front-end level at various locations.

2.1.13 Reports should be savable/printable in word/excel/PDF/simple text/delimited text files etc.

2.1.14 All backdated report should generate the information as on the given date irrespective of subsequent modifications.

2.1.15 The procurement system should support processing and payment of centralized TDS remittance at different locations. i.e. it should support at more than one (CCD-CO) locations in the Bank, if required.

2.1.16 The procurement system should not allow multiple sign-on (sessions) for one user.

2.1.17 The procurement system should be completely menu driven and should have user friendly menu options.

2.1.18 The procurement system should store CIFs (Customer Identification Number) and maintain unique PAN wise deductee master. Wherever PAN is not available, CIF wise master may be maintained and on availability of PAN in CIF, PAN Wise master shall continue.

2.1.19 The procurement system should store and display the TDS data as per requirement i.e.

- A. Branch wise/RO wise/ZO wise/for Bank as a whole.
- B. TAN wise
- C. TDS section wise
- D. Date wise, etc.

2.1.20 The procurement system should be capable of interfacing with various applications of the Bank including Core Banking, SMS and Mailing system etc.

2.1.21 The procurement system should have provision for dashboard to CO admin for accessing MIS information like active user, audit trails, pending entries, modification details, PAN wise TDS default status, complaint status, challan status, filing status etc. for effective monitoring.

2.1.22 The procurement system should maintain the transaction tables for each TDS payment processing which can be queried upon as and when required.

2.1.23 All Transactions/Activities logs should be maintained and available whenever queried.

2.1.24 The procurement system should make available the web services / API for providing TDS Certificates through Bank's own sites i.e. Bank's website, Internet banking site and any integration requirement with Government / regulatory authorities during the contract period with no extra cost to Bank.

2.1.25 The procurement system should be flexible for customization for putting controls/validations on data input / New report writing etc. in the proposed solution during the contract period with no extra cost to Bank.

2.1.26 The procurement system should be able to store the archival database. It should be accessible to Branches/RO/ZO/CO Dept's for viewing and downloading.

2.1.27 The procurement system should support users of various locations such as Data Centre (DC & DR), CO, Branches, ROs, ZO, CO Dept's Bank's Auditor, External Auditor etc. There should be no restriction on number of users in the system. Concerned RO/ZO should be tagged as per Branch/RO location of user.

2.1.28 Access to the system will be role based such as Super Admin at CO level, Auditor, etc

2.1.29 The procurement system should be capable to support security policy, password policy etc. as decided by the Bank to enhance access controls to the system.

2.1.30 The procurement system should support single sign on and windows active directory login through Biometric (2<sup>nd</sup> Factor Authentication).

2.1.31 The selected bidder should undertake filing of default free TDS/TCS returns before due date viz. 26Q, 27Q, 27EQ for 90 ROs and CO Dept's and 24Q/Annexure II, Annexure III ,26Q, 27Q, 27EQ for CO Dept.'s, 15CC returns for International Division Dept., 15G/ H returns, Form no 60/61, Form no 61A, 61B – Statement of financial transaction, FATCA returns, etc.

2.1.32 The selected bidder should undertake any number of corrections as required under TDS/TCS returns/revision of form 24Q, 26Q, 27Q, 27EQ, FATCA, SFT returns, etc. including the correction requests arising from the returns which were filed earlier by the operating offices/previous consultant, under various TAN numbers irrespective of operational status of the given Bank office during the contract period at no additional charge.

2.1.33 The rectification procedure for all TDS defaults present in Branch, ROs, CO Dept's TAN numbers, to be carried out by the selected Bidder from the date of award of the contract.

2.1.34 The selected bidder has to clear all the defaults pending under all TANs of Bank (incl. functional and non-functional TANs), whether arising before or after appointment of the selected bidder.

2.1.35 The selected bidder has to assist the Bank to Surrender/ Cancel the TANs which are not functional after successful clearance of defaults to the satisfaction of the Bank.

2.1.36 The selected bidder should provide TDS/TCS certificates viz. Form 16 / 16A for all offices of the Bank at single location -Branch wise/Region Wise/Zone wise/PAN wise/CIF wise. Whenever any corrections are made on TRACES after regular filing, revised Form 16/16A should be made available. Bidder's solution should allow downloading of these certificates by any offices of Bank from any location. The Software solution should be capable to maintain the database of all the downloaded form no.16/16A/other Forms related to TDS/TCS in PDF format, acknowledgment receipts,etc. It should facilitate sending TDS certificates on registered mail id of the customers.

2.1.37 The selected bidder should assist the Bank in Tax Audit compliance.

2.1.38 The selected bidder should handle TDS demand notices raised by the authorities and get the matter closed by assisting the concerned TAN owner/RO/ZO/CO Dept. in proper compliance and assist in filing of appeals before various levels of judiciary and representation before authorities.

2.1.39 The software solution should comply with all the TDS/TCS guidelines mentioned/stipulated by Income Tax Department/ CBDT/ any other statutory/ regulatory body from time to time without any additional cost. The selected bidder should coordinate with Income Tax officials for follow up and/or any issues pertaining to E-TDS filing to ensure that Bank's interest is protected.

2.1.40 The selected bidder should have a software solution which includes a provision of Dash Board which displays filing status, records with default if any, PAN not available cases, error records with reasons, conso file status (TRACES), challan utilization and other parameters required by the Bank from time to time.

2.1.41 The selected bidder should ensure to deploy at least seven qualified resourceful persons having experience and expertise in the field from the day of commencement of solution implementation stage for onsite support to assist the Central Office in complying with the above scope of work within the statutory timelines.

2.1.42 The selected bidder should undertake any other service relating to TDS compliance assigned by the Bank from time to time.

2.1.43 Maintain detailed and proper records related to TDS payments, return filing and correction/revisions done in TDS/ TCS returns and provide it to the Bank on quarterly basis.

2.1.44 The selected bidder should provide clarifications/opinions/guidance on issues related to TDS/TCS compliance, CBDT, Income Tax Dept guidelines/notifications/circulars/provisions, etc and assist Bank for its timely incorporation in its various TDS deducting systems.

2.1.45 System should have DLC interface in built.

2.1.46 TDS related Complaint should be captured by the system from any location along with date and time of entry (Branch/RO/ZO/CO Dept, etc.).

2.1.47 The selected bidder's complaint management solution should provide 'action to be taken by Bank' field against each of the complaints raised.

2.1.48 Tracking of complaint should be available to all users with sufficient privileges/roles.

2.1.49 System generated reminder mails should be sent to the concerned offices by system for resolution of complaints within TAT.

2.1.50 The selected bidder should attend the queries, communications and complaints from Branches and other offices of the Bank and respond the same within 3 working days and resolve it within 10 working days.

2.1.51 MIS information to be made available period-wise, category-wise (Ombudsman/CPGRAM/MD Office, etc), Branch/RO/ZO-wise, complaint type-wise and also on resolved/unresolved status.

2.1.52 Pending complaints should be easily accessible through dashboard.

2.1.53 System generated mail to be issued to complainant/s for seeking additional information, if required and on resolution of the complaint/s.

2.1.54 The selected bidder should file reply to the notices related to the customers which are received from Income Tax Dept. u/s 131 with related sub sections, 133 related sub sections, 226, etc. through compliance portal, reporting portal, e-filing portal, etc. along with its tracking and ensure timely submission of response to Income Tax Dept and store acknowledgements received from Income Tax Dept. on filing of response for future reference. It should facilitate circulation of these notices to respective Branch, RO and ZO followed by its communication to the concerned Branch/RO/ZO over mail. It should have option for bulk download of notices.

## **2.2 Broad Scope of End-to-End centralized TDS management Solution: -**

2.2.1 The solution must comply with Reserve Bank of India (RBI)/ Govt. of India (GoI) guidelines on Digital platform.

2.2.2 The software should be capable of fetching PAN data and its various status/TDS exemption certificates, etc. from Income Tax Dept. portal on real time basis.

2.2.3 The solution should be capable of checking the correctness of TDS deducted by Bank before remittance to Income Tax Dept.

2.2.4 The solution must be capable of providing comprehensive tracking Dashboards.

2.2.5 The solution should be integrated with Bank's customized back office to push/pull to Bank's own Infrastructure through API integration.

2.2.6 Security logging: Security events, audit trails and logs for administrators and user activity should be enabled to monitor and detect suspicious activity.

2.2.7 Application Security: Service provider at times to provide scalability, maintain and support IT software and subsequent updates, upgrades and bug fixes such that the software is and remains secure from vulnerabilities.

2.2.8 Successful bidder will provide the training to Bank official on Train the Trainer model for all proposed features and functionalities as per Banks decisions.

2.2.9 The solution provider should provide SOPs, Training manuals, screenshots for Bank. Whenever any updates are introduced in the solution, relevant guidelines/revised SOPs should be provided to Bank.

2.2.10 Bank's environment should not be shared with other clients.

2.2.11 The Solution should have proper Business Continuity Plan. As part of BCP, the solution should have Data Center & Disaster Recovery Center in different seismic zone and both should be hosted in India, as per Bank requirement.

2.2.12 MIS Reports need to be customized as per Bank's requirement.

2.2.13 The solution should be able to integrate with Bank's Security Operation Centre for monitoring purpose.

2.2.14 IP White-listing: The service provider must have the capability of IP whitelisting to restrict platform access from a limited number of known locations / IP addresses both for accessing the service as well as for accessing Platform administrative consoles.

2.2.15 The solution architecture should allow to quickly scale-up in case volume surges up. Any limitation to future scalability should be mentioned in the response.

2.2.16 The data should be stored in encrypted form with Bank's encryption key.

2.2.17 Solution should have capability to check fraud. Solution should be able to identify if any suspicious browser plug-in is working on client side.

2.2.18 The solution provider should handle all the aspects related to upkeep of the platform and should provide required offsite support 24/7 / onsite support from 10 AM to 7 PM.

2.2.19 The solution must be capable of providing tracking on dashboards & Reports on the initiated Digital platform.

2.2.20 Workflow should be customizable as per Bank's requirements.

2.2.21 The solution should support system level monitoring/alerting/auditing/logging.

2.2.22 The Solution should facilitate Reconciliation of payments made. Reconciliation of TDS deducted by various applications of the Bank with that of balance outstanding in the respective payable accounts to be made. Any change/improvement required in CBS functionality /Bank's TDS deducting softwares used by Bank to be informed to the Bank.

### **2.3 IT support and scope.**

2.3.1 The offered solution should be compatible with on-premises / Bank's VM Environment.

2.3.2 The solution would be implemented at Bank's Primary Site (Mumbai) and DR site (Hyderabad).

2.3.3 The application should be sized for Active-Active cluster at DC & Active-Active cluster at DR. The proposed solution should also provide for DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before without any data loss. All system components (Hardware/Software) should be sized in such a manner that the maximum utilization for the current level of Users is 70%. Bidder shall maintain the 70% level during the period of contract.

2.3.4 System should support single sign on and windows active directory with biometric as 2<sup>nd</sup> factor authentication.

2.3.5 Vendor has to support for OS and DB along with the application during the entire contract period of 5 years.

2.3.6 System should have capabilities to integrate with CBS, HRMS, GBM, VPM, Cent e-Trade i.e. various tax deducting systems used by Bank, Biometric and external websites of Income Tax Dept.

2.3.7 As a part of implementation, all data migration of all existing / historical data, backup, tables (as and when required) from the existing systems including the old in-house TDS data will be done by the vendor with no extra cost to Bank. The successful Bidder has to perform migration of existing Database used for centralized TDS remittance to that of NEW environment/solution.

2.3.8 Availability of web services / API for providing TDS certificates/revised TDS certificates through Bank's own sites i.e. Bank's website, Internet banking site and any integration requirement with TRACES, Income Tax Dept.'s portal during the contract period with no extra cost to Bank. Some of the integrations listed below but not exhaustive are: -

- TDS certificates/revised TDS certificates
- Challan details
- PAN status
- TDS exemption certificate, etc. validity check

2.3.9 The selected bidder should provide comprehensive onsite support during the contract period of 5 years with back-to-back support arrangements with respective OEMs and with response time of 15 minutes and resolution time of 2 hours.

2.3.10 The selected bidder also needs to ensure onsite support for the period of deployment and handover to Bank after necessary training and knowledge transfer to onsite support resources and Bank officials.

2.3.11 Necessary proof for the tie-up arrangements with the OEMs to be provided to Bank.

2.3.12 The selected bidder has to implement the setup and solution at both DC and DR sites as per the Bank's requirement.

2.3.13 The selected bidder has to ensure on-site support for resolving all issues as per scope of work, including re-installation of required software for the proposed solution, during warranty and ATS (Annual Technical Support) period or such other extended period as per the contract terms.



### **On-site support**

For onsite support, person should be senior person with minimum 3-4 years' experience and well conversant with TDS solution.

The on-site support should extend services like helpdesk, data backup, user management, application support, OS management, database management/ maintenance, updation of data, patch updates, maintaining integrity of data, loading application upgrades, technical support for adhoc queries, archival of data, filing of TDS returns, revised returns, filing of response to Income Tax notices, follow up activities, etc. In addition to the above, facility management services should be provided at application user locations depending on Bank's requirements.

Resources should be available at bank's site during normal working hours on all bank working days. However, in case of business requirements, vendor shall be asked to depute the resources beyond the above stipulated time. The timing may be changed at bank's discretion. However, during the implementation phase, testing, planned activity and emergency period, DR Drill resources may have to work 24x7 depending upon the Bank's requirement.

2.3.14 The selected bidder should upgrade solution so provided and other related software version whenever new version will be released or any changes notified by the Statutory/Regulatory Authority without any cost to the Bank during the contract period including ATS etc.

2.3.15 All the parts of items delivered for the proposed solution as per specification mentioned in this RFP should be covered under comprehensive warranty/ATS except consumables. If there is any gap between Bank's requirement and OEM during implementation of Project/Warranty/ATS then it will be the responsibility of bidder to fill up the gap on time without any extra cost to Bank.

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

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

2.3.18 Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with the findings of CISO/SOC/VAPT/IS/Vendor Audit observation/ recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source

code/certification shall be conducted/obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year.

2.3.19 The selected bidder has to guarantee minimum uptime of more than 98.5% and should be ready to execute service level agreement for the same.

2.3.20 The Bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.

2.3.21 The major responsibility of the bidder is supplying, installing/ re-installing and maintenance of end-to-end centralized TDS management solution along with its related other software at Bank's Primary site (Mumbai) and Disaster Recovery Site (Hyderabad). The scope covers end to end installation of whole setup and making them operational, imparting training on the same to Bank officials by OEMs.

2.3.22 Technical and functional documentation of the entire project should be submitted to Bank in Printed Book Format as well as soft copy also (DVD etc.)

2.3.23 The selected bidder has to arrange for providing training by OEMs to the bank officials for day-to-day maintenance of proposed solution. Training may be held at Bank's premises for two batches covering 25 participants in each batch without any cost to Bank.

2.3.24 The selected bidder shall provide perpetual/subscription licenses for all software components proposed in the solution and should be in name of Bank. The software licenses proposed for end-to-end centralized TDS management solution related components should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future.

**Guarantee on software license: -**

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

2.3.25 The proposed solution must include all the software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this document. Activities must cover whatever is necessary to build the solution, deliver, train, and support Bank personnel for the period of the contract.

2.3.26 Periodic reporting as per the requirements stipulated in this document, as well as Bank policies and guidelines issued from time to time are included in the scope.

2.3.27 Web-based dashboards with continuous real-time / near real-time status updates as well as relevant statistics in the bank's required form and other reporting requirements are also included in the scope. Issue Management responsibilities include establishment of a web-based collaborative issue

management tool wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed effectively.

2.3.28 The proposed solution must be under single point of contact from OEM comprising of software, backup solution etc.

2.3.29 The selected bidder shall propose support & subscription services from the OEM with unlimited number of onsite support requests, access to product updates/upgrades and 24x7 supports for Severity Level 1 issues.

2.3.30 The selected bidder shall propose Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices.

2.3.31 Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.

2.3.32 The selected bidder shall provide following minimum seven (7) onsite resources well acquainted with vendor's end to end TDS solution at Central Office from 10.00 AM to 7.00 PM for the end-to-end centralized TDS management solution as per scope of work during the tenure of contract. Being an end-to end project, the ultimate responsibility of timely execution/completion of all works/tasks under end-to-end centralized TDS management solution as per scope of work will be that of selected bidder and actual number of onsite resources to accomplish the same should be arranged by selected bidder as applicable so that the work gets completed within time.

| <b>Sr No.</b> | <b>Resource Type</b>                                | <b>Qty</b> | <b>Education/ Professional Qualification</b>   | <b>Minimum Experience</b>                                   |
|---------------|---|------------|--|---|
| 1             | L1 Support Staff                                    | 5          | Preferably CA (one) or CA Intermediate/ CMA Intermediate/ Graduate   | 3 years Income Tax and TDS related work in Banking Industry |
| 2             | L2 Support Staff                                    | 1          |  |   |
| 3             | Application Support and Troubleshooting (Technical) | 1          | BCA/ B.E/ B.Tech in Computer Science/ Electronics engineering/ Information technology or MCA or M.Sc. (IT) or equivalent | 3 years Income Tax and TDS related work in Banking Industry |

Successful Bidder shall provide a SPOC to coordinate the project initially for a period 3 months which includes implementation period and thereafter stabilization period.

Note: Proper attendance system must be in place. If any resource proceeds on leave suitable substitute needs to be provided well in advance. The above is the minimum requirement and needs to be

increased in case of exigency. The resources proposed must not be changed, unless replaced with equivalent or higher qualification and experience with due approval from Bank. In case assigned resource goes on leave, the alternate resource(s) with similar skill will be made available to the Bank.

**Background check:** Successful bidder has to conduct proper background check of the onsite support staff, should submit BGV (background check verification document) in regard to compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of Onboarding of resources to the Bank. The resource to submit Company ID Card and a copy of KYC at the time of joining of the project to the Bank

2.3.33 The onsite resource will manage and monitor the TDS management solution for day-to-day activity including attending and resolving the queries and complaints received from Customers and any office of Bank, follow up with TAN owners, filing of TDS returns, revised returns, filing of response to Income Tax Notices. The solution should archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing. Daily backup of the proposed solution and restoration of the same as per Bank's policy is also the responsibility of onsite resource.

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

2.3.35 The selected bidder should provide ATS for the OS, Database and other related software deployed on the hardware / VM provided by Bank for the proposed solution.

2.3.36 The onsite resource will log the call with OEMs if the problem resolution is beyond his capacity.

2.3.37 The selected bidder has to provide the educational as well as background verification and experience certificate of the onsite resources to Bank. Appointment of onsite resource should be based on approval from Bank after interviewing resources before deploying at Bank's site.

2.3.38 The selected bidder should carry out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same.

2.3.39 The Hardware components to run the above solution should be on “High Availability” (HA) at DC and DR, as elaborately described elsewhere in the RFP document.

2.3.40 The selected bidder is not allowed to subcontract the work assigned to them without the prior written consent of Bank.

2.3.41 In case of setting-up of additional TDS Cell as per Regulatory guidelines / Bank’s requirement, if any, the Bidder has to provide extra resource support without additional cost for placement at the particular new TDS Cell location.

## **2.4 Infrastructure**

### **2.4.1 Hardware & Network**

General assumptions for HW SIZING:

**Average count of deduction details per month—15 Lakhs (approx).**

Hardware infrastructure will be provided by Bank and the application will be implemented in Bank’s VM. The details of Hardware / Infrastructure sizing are mentioned in Annexure 12.

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

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

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

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

**The Bill of Materials should include the following details:**

- All software components of the solution will be for bank's VM based such as Application/Web App/Backup/Archival).
- The bill of material must contain the information sought in Annexure 8.
- The proposed solution shall be hosted on Bank's VM in Red Hat Linux 8 or higher / Windows Server 2016 or higher. However, the selected bidder has to complete Installation, Configuration, Customization, Up-gradation of application, migration of existing data and full back-up including the old in-house TDS data., Maintenance and Support of TDS related Solutions.
- The bidder will have to configure and maintain Operating System, Database and Application Software either provided by him or Bank during the contract period.
- The bidder has to submit the infrastructure requirement for the implementation of solutions as per scope of work to the Bank. Bank is having EULA arrangement for Oracle and having licenses for Windows 2016 and above. Accordingly, if the database proposed by the vendor is Oracle and OS is Windows 2016 and higher no cost is to be mentioned/ included in the Bid, but bidder need to arrange for support of Oracle database and OS. However, the license requirement should be clearly mentioned separately in the technical offer/document. Bidder has to configure and maintain database during contract period. Oracle licenses will be provided by Bank; however, implementation will be done by bidder. If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO. Similarly, bidder has to configure and maintain OS during contract period. Licenses will be provided by Bank; however, implementation will be done by bidder. If the proposed OS is other than Windows, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO. The Bidder should comply with regulatory guidelines specified by RBI / Government of India / State Governments or any statutory Body for the proposed solution from time to time.
- Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with the findings of CISO/SOC/VAPT/IS/Vendor Audit observation/ recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source code/certification shall be conducted / obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year.
- **SUPPORT FOR Operating System (OS):** -Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT

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

- **SUPPORT FOR Data Base (DB):** - Bidder has to maintain Date Base, patch management activity and other configuration on DB & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.
- The Bidder must ensure that the proposed products / services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008), Payment and Settlement Systems Act 2007, **Reserve Bank of India directions on outsourcing of Information Technology Services 2023** and any amendments thereof as applicable. The Bidder must submit a self-declaration to this effect.”
- The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Digital Personal Data Protection Act, 2023 Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.
- Accordingly, eligible vendors are invited to provide their solution by participating in the RFP process. The solution is expected to be complete with perpetual / enterprise level product licenses, related Software, and Services for a period of 5 years. (TCO is for five Years)

#### 2.4.2 System Availability

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

- Performance for availability service level default would be measured on monthly basis.
- “Scheduled operation time” means the scheduled operating hours of the system for the year. All planned downtime would be deducted from the total operation time for the year to give the scheduled operation time.
- “System downtime” subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time Bank and / or its customers log a call with Bidder's help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.
- Bank has critical and key infrastructure of DC and DRC to be monitored on a 24\*7 basis.
- Uptime will be for each individual server.

- Response may be telephonic / mail or onsite depending on the criticality and resolution of issues will be as per SLA and RFP clause.
- If any one or more of the proposed components at DC and DRC are down resulting in non-availability of Application, then downtime will be calculated as mentioned in the below section.

### 2.4.3 Issue Criticality Classification

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

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

Impact: Number of users getting affected by the issue

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

| Criticality Level | IT Infrastructure grouping  | Response Time | Resolution Time |
|-------------------|---|---------------|-----------------|
| Critical          | Web Based TDS management solution at DC/DR  | 15 Minutes    | 2 Hours         |
| Non-critical      | Web Based TDS management solution at DC/DR<br>Any Component that is not part of the Critical Category component | 1 Hour        | 6 Hours         |

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



#### 2.4.4. Guarantees on System Up-Time:

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

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

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

#### 2.4.5. Penalty Clause:

i) Implementation: -

The end-to-end centralized TDS management Solution must be implemented and made live as per the time schedule mentioned in the RFP. Failure to meet these schedules will constitute a material breach of performance.

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

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

ii) System / Application Up-Time: -

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

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

iii) CPU and RAM utilization: -

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

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

Bidder must provide alternate resource in case of the absence of regular onsite resource and ensure that the tasks/works as mentioned under Section III of this RFP are not affected.

#### **2.4.6. Disaster Recovery Setup:**

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

Recovery Time Objective (RTO) – 4 hours (Four hours)

Recovery Point Objective (RPO) - 30 Minutes

Successful bidder is also required to conduct at least one DR drill in a quarter. The DR site must be up and running within 4 hours of any disruption / disaster at primary site. In case DR site is not operational within 4 hours of disruption/disaster at primary site penalty will be levied @ 1% yearly cost of project or part thereof subject to 10% total yearly cost of the project for the particular year.

#### **Non-functioning of DR set up**

Even though the DC application is functioning, and DR application could not make up with the stipulated recovery time objective, the penalty for the non-functioning of DR set will be same as mentioned above.

### **2.5. Onsite support & maintenance (Onsite Resource)**

2.5.1 The selected bidder has to provide atleast seven (7) onsite resources as desired by bank for the entire project period of five years post go-live. Being an end-to end project, the ultimate responsibility of timely execution/completion of all works/tasks under end-to-end centralized TDS management solution as per scope of work will be that of selected bidder and actual number of onsite resources to accomplish the same should be arranged by selected bidder as applicable.

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

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

2.5.4 Implementation team of the bidder should be well versed with the product features and Functionalities available in the product. All the available functionalities should be properly demonstrated to the Bank's team and configured in such a manner so as to ensure optimal utilization of all the available product features.

2.5.5 The selected bidder shall propose Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports as per response time matrix.

2.5.6 The selected bidder proposes Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices.

2.5.7 Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

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

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

2.5.9 The selected bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided in Annexure 10

2.5.10 The selected bidder also has to agree and submit an undertaking that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provision of Minimum Wages Act 1948.

2.5.11 Resources should be available at bank's site from 10:00AM to 7:00 PM on all bank working days. However, in case of business requirements, vendor may be asked to depute the resources beyond the above stipulated time. The timing may be changed at bank's discretion. However, during the implementation phase, testing, planned activity and emergency period, resources may have to work 24x7 depending upon the Bank requirement.

2.5.12. Being an end-to end project, the ultimate responsibility of timely execution/completion of all works/tasks under end-to-end centralized TDS management solution as per scope of work will be that of selected bidder and actual number of onsite resources to accomplish the same should be arranged by selected bidder as applicable.

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

2.5.14 Insurance:

Vendor will get an insurance cover on his own cost for all risks for the entire Software/Data/other allied components if any installed for the solution for the period up to installation and acceptance. Vendor has to submit a copy of the bills, insurance cover as proof that he has insured all the

software/Data and other related items which are directly or indirectly part of the Digital Vault/Aadhaar Vault implementation. In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies for the damages to Bank's premises, Bank's property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall furnish to the Bank prior to the commencement of the supply of equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees. The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers. The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause. The equipment (software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 110% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: -

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

### **Bidder's liability**

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or

otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank. All liability related to non-compliance of the minimum wages requirement and any other law will be responsibility of the bidder.

## 2.6 Training

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

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

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

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

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

### 3. TIMELINES/DELIVERY SCHEDULE

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

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

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

#### **4. OTHER**

- i. The Bank will have the right to audit the location of the Bidder through its Internal /External auditors as per its requirement from time to time.
- ii. In case the software OEM is not able to provide support to the platform due to merger /acquisition / change in business focus / change of the Management etc., the bidder will arrange to replace the solution with a supported product meeting the full requirements of the Bank without any extra cost.
- iii. The bidder will arrange to comply with all the regulatory guidelines issued by the Regulators and applicable for the respective solution, without any extra cost to the Bank.
- iv. The selected bidder should facilitate transition of the program to an alternate service provider identified by the Bank, or to the bank on completion of their contracted term, without any extra cost to the Bank.



## **SECTION – IV**

### **ELIGIBILITY CRITERIA AND SELECTION PROCEDURE**

#### **1. ELIGIBILITY CRITERIA**

It is mandatory for the potential bidders to ensure that the following minimum eligibility criteria are met in order to participate in the Process:

| SN | Details   | Supporting Documents to be submitted   |
|----|---|--|
| 1  | Make in India preference clause, Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.  | Required certificates as per eligibility should be submitted as per Annexure 18  |
| 2. | The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a registered partnership firm under the Indian Partnership Act of 1932 or a PSU/Government organization and should be in existence for last 5 years from the date of issuance of RFP. Applicable provisions for Start-ups will be applied. | Certified copy of Certificate of incorporation/Registration is to be submitted.  |
| 3  | Bidder should be registered under G.S.T. (active status) and/or tax registration in state where bidder has a registered office.   | Proof of registration with GSTIN   |
| 4. | The proposed end to end centralized TDS management Solutions should have been implemented by the bidder/OEM successfully at least in one of the scheduled commercial Bank either in public/ private sector having branch network of more than 2000 branches (as on 31.03.2025) within last 3 years. Applicable provisions for Start-ups will be applied.  | The bidder has to submit Purchase order / Certificate of performance showing that the contract was/is in force within last 3 years |
| 5. | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority   | Certified copy of the registration certificate (as per Annexure 19).   |
| 6. | Bidder should have minimum annual turnover of Rs. 5.00 crore per year during last three financial years (2022-23, 2023-24 & 2024-25). In case the audited financials for the year 2024-25 is not available, CA Certificate /Provisional Balance sheet should be submitted. This must be the individual company turnover and not that of any group of companies. Applicable provisions for Start-ups will be applied.                | Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted                           |

|     |  |  |
|-----|--|--|
| 7.  | The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2022-23, 2023-24 & 2024-25). In case the audited financials for the year 2024-25 is not available, CA Certificate /Provisional Balance sheet should be submitted. Applicable provisions for Start-ups will be applied.   | Copies of the audited balance sheet and Loss statement of the firm is to be submitted.                 |
| 8.  | The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in <a href="#">Annexure 14</a> on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.   | Integrity Pact (IP) as per Annexure 14 on plain paper is to be submitted.                              |
| 9.  | Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.  | Undertaking should be submitted.   |
| 10. | Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered | MAF should be submitted  |
| 11. | The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) or any Financial Institution. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on as on 31/03/2025, otherwise the bid will not be considered.   | An undertaking to this effect must be submitted in their letter head as per <a href="#">Annexure 9</a> |

\*The local content requirement to categorize a supplier as Class-I local Supplier is minimum 50%. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percentage.

Only those bidders fulfilling the above eligibility criteria will be eligible to participate in the RFP. Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities.

### **1.1 Land Border Sharing Clause:**

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

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons), or firms or bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iv) above will be as under.
  1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Explanation –

- a. “Controlling ownership interests “means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

## **1.2. Preference to Make in India**

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

### **The salient features of the aforesaid Order are as under:**

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

4. The margin of purchase preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. “Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

#### **Verification of Local contents:**

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020.

2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).

"Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.

If in case none of the bidders could comply with Make in India preference clause, then, Bank shall go ahead with RFP and complete the tender process.

#### **PROCEDURE FOR preference to Make in India which are not devisable in nature**

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

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

**1.3 Bid Security/Earnest Money Deposit (EMD): -**

- The intending bidders should pay along with bids an Earnest Money Deposit of Rs.8,00,000/- (Rupees Eight Lakh only). It shall be paid in the form of a demand draft with narration Tender ref no CCD/RFP/2025-26/01 favouring Central Bank of India, payable at Mumbai. The EMD will not carry any interest.
- The scanned copy of the receipt of making transaction is required to be uploaded on Government e Marketplace (GeM) portal at the time of “final online bid submission. The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- Unsuccessful Bidder's EMD will be discharged / refunded not later than 30 days from the date of empanelment of successful bidder. Bank shall not be responsible for any delay or payable of interest pertaining to return of EMD.
- The successful Bidder's EMD will be discharged only after signing of the contract papers.
- MSE firms are exempted from submitting the EMD on production of the MSME certificate.
- The EMD shall be forfeited in the following:
  - ✓ If a bidder withdraws the bid after the final date or during the period of Bid Validity Or
  - ✓ in case of a successful Bidder, if the Bidder fails to accept the engagement offer.

**2. BIDDING PROCESS**

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid and commercial bids in online through GeM portal only.

**a) TECHNICAL BID**

The bid shall be submitted online only. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and Technical functionalities shall be short-listed for commercial stage.

**b) COMMERCIAL BID**

Commercial BID shall be submitted online only. In the second stage, the COMMERCIAL BID of only those bidders will be opened; who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document and Technical functionalities in the Technical Evaluation Stage and who qualifies the technical evaluation.

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

Note:-Bid documents of the Bidders who have NOT paid the Bid security Fees (EMD) and Integrity Pact (IP) within given timelines, shall be summarily rejected and they shall not be permitted to participate in bidding process. Commercial Bid will be opened for those Bidders only who will qualify in Technical Bid.

**3. INSTRUCTIONS TO BIDDER**

- This RFP document is not transferable.
- Bidders are advised to study and examine the RFP carefully before submission.
- The response to this RFP should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for all the items asked for in this tender.
- The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the bank. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The bank reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.
- The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
- The bank may extend the time for submission of the bids.
- Joint bidding and consortium of any form is not allowed.

#### **4. PRE-BID QUERIES**

The prospective bidders may mail their queries through e-mail on **AGMGOVTBUSI@centralbank.co.in, rfpcrd@centralbank** as per the timeline scheduled.

The bank shall hold pre –bid meeting as per the given time at ‘Customer Care Department, Central bank of India, MMO Building, 2nd Floor, Fort, Mumbai 400023’ through Video Conference to clarify the queries raised by bidders through mail. Up to two authorized persons shall be eligible to attend the Pre-bid meeting. The authorized persons shall produce the letter as per **Annexure 24** while attending the Pre-Bid meeting. No request for change in date and time shall be entertained and the Bank shall hold the meeting even if any prospective bidder / some prospective bidders / their authorized representatives choose to remain absent during the meeting. No individual consultation with respect to this RFP other than the pre-bid meeting shall be entertained.

The Bank shall not consider any request for time extension for bid-submission on account of late receiving/downloading of RFP by any prospective bidder. The bids not accompanied by the Demand Draft / Pay Order /BG for Earnest Money Deposit of requisite amount shall be out rightly rejected.

The bidder should provide support during the transit period in case any exercise of right to exit/terminate the contract due to any issue.

#### **5. AMENDMENT OF BIDDING DOCUMENT**

At any time prior to the deadline for submission of clarifications/bids mentioned in the schedule of activities, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding document by amendment / corrigendum.

Amendments if any will be published on Bank’s Website.

#### **6. AUTHORIZATION OF SIGNATORY**

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

- The Bid may be signed either by the Principal Officer of the entity or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the entity shall sign the Tender and also initial all pages of the Tender. All the pages of the response are to be numbered. The number should be unique across the document. The authorization shall be in the form of a written power of attorney, the proof of the ability of the signatory to bind the Bidder, shall be enclosed to the Bid.
- Bid document shall be signed in full & official seal/stamp should be affixed. All such signatures shall be supported by a rubber stamp impression of the Bidder’s firm/company.
- The proposal must be accompanied with Annexures duly signed by the authorized on the letterhead of the bidder firm/company only. It should also indicate the complete name and designation of the



authorized signatory of the Bidder.

- Bid form shall be signed in full & official seal affixed.
- The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- The Bid should be submitted online at the Government e Marketplace (GeM) portal by the Bidder. It should comprise the following components:
  - Annexure 1 – Letter of Acceptance
  - Annexure 2 – Bidder’s Profile Format
  - Annexure 3 – Eligibility Criteria
  - Annexure 4 - Compliance to RFP Terms & Conditions
  - Annexure 5: - Compliance Statement
  - Annexure 6 – Technical & Functional Specifications
  - Annexure 7: -Experience In End-to-End Centralized TDS Management Solution Implementation.
  - Annexure 8 – Commercial Bid
  - Annexure 9 – Undertaking by Bidder
  - Annexure 10 – Confidentiality / Non-Disclosure Agreement
  - Annexure 11 – Reference Site Details
  - Annexure 12 – Details of Hardware & Operating System Requirement
  - Annexure 13 – Format for performance Bank Guarantee
  - Annexure 14 – Pre-Contract Integrity Pact
  - Annexure 15 – Bid Query Format
  - Annexure 16 – Know Your Employee (KYE) Clause
  - Annexure 17 – Certificate for confirmation of MSME/NSIC Firms
  - Annexure 18 – Certificate of Local Content for Make in India (MII)
  - Annexure 19 - Restriction on Procurement due to National Security
  - Annexure 20 – Scoring Methodology
  - Annexure 21 - Letter of Authority for Participation in Reverse Auction
  - Annexure 22 – Bid Security (Earnest Money Deposit)
  - Annexure 23 - Undertaking of Information Security.
  - Annexure 24: -Declaration (Pre-Bid Meeting)
  - Annexure 25: - Undertaking For Labour Laws Compliance
- Any bid document not conforming to any one of the above terms will be rejected.
- The Bid should be signed by the authorized signatory of the bidder. A power of attorney/authorization letter/board resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with bid.
- All the annexures should be submitted in letter head of bidder duly signed with seal/stamp of the firm/company. (All these documents are to be filed in one file). Copies of relevant documents /

certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the Bidder are also to be uploaded separately.

- All the pages in RFP are to be submitted in the technical bid duly signed with firm's /company's stamp/seal.
- The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

## **7. ONLY ONE TENDER**

An entity can submit only one Tender. The Tender should be on a solo basis and not as part of a consortium. If an entity submits more than one Tender, all such Tenders shall be rejected/disqualified.

## **8. PRICE COMPOSITION**

- a. The commercial should be quoted in the commercial bid form attached to this bid (**Annexure 8**).
- b. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- c. The prices should be as per Annexure to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes, levies, Govt. duties etc. and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- d. Warranty period will start from final Go-Live of Project.
- e. The rates quoted in commercial bid should be inclusive of all taxes including GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. Bank will not pay any other price / cost /tax except that which has been quoted in the commercial bid.
- f. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall make such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

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

- Registration process for new Bidder's should be completed at the earliest.
- The GeM portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt)

and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.

- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Any request by bidder for extension of time line for Bid submission may not be entertain by the bank. Bank decision in this regard will be final.
- Bidder should not raise request for offline submission or late submission since only online submission will be accepted.
- Partial/incomplete submission of bids by the Bidder's will not be processed and will be rejected.

#### **10. TERMS & CONDITIONS OF ONLINE SUBMISSION**

1. Bank has decided to determine L1 through bids submitted on GeM portal only. Bidders shall bear the cost of registration on the GeM portal.
2. Bidder shall bear all costs associated with preparation and submission of its Bid.
3. Bidders will be participating in 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.
4. 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.
5. 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 Tendering Auction successfully.
6. However, to avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date.
7. Failure of power at the premises of bidders during the Tendering cannot be the cause for not participating in the Tendering. On account of this, the time for the Tendering cannot be extended and BANK is not responsible for such eventualities.
8. Bank and / or GeM will not have any liability to Bidders for any interruption or delay in access to site of Tendering irrespective of the cause.
9. GeM portal 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, portal 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.

10. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
11. Utmost care has been taken to reduce discrepancy between the information contained in the portal and this Limited Tender document. However, in event of any such discrepancy, the terms and conditions contained in this Limited Tender document shall take precedence.
12. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

**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. 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.

- Primary Contact Numbers: Mr. Gaurav Singh (AGM-CCD), Mob.8452044129
- Alternate Contact No: Mr. Nikhil Tripathi (CM-CCD), Mob.7905363049

**Note:-**

- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users, or other similar features of a bidder.
- The Bank reserves the right to disqualify the bidder/(s) if the bidder/(s) have earlier failed to complete any project in Central Bank of India in stipulated time.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (<https://www.centralbankofindia.co.in>) and will be binding on all bidders and no separate communication will be issued in this regard. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may

extend the deadline for a reasonable period as decided by the Bank for the submission of Bids. No post bid clarification of the bidder shall be entertained.

## **11. OPENING OF BIDS**

### **A) Opening of Technical Bids**

- a) The Bank will open the Part I of the bid (Technical bid) in the presence of bidders' representatives who choose to attend as per schedule given in Activity Schedule of RFP. No separate intimation will be given.
- b) In case the bid opening date falls on a holiday, the bids shall be opened at the same time on the next working day.
- c) The Bank may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents.

### **B) Opening of Commercial Bids**

The Bank will open Part II (Commercial Bid) of the bidders shortlisted in the Technical evaluation. Bank will inform the shortlisted bidders about the time/venue of opening of price bids.

## **12. REVERSE AUCTION**

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final price shall be arrived after Reverse Auction. Reverse Auction/s will be conducted on mandatory items only (**Table of Commercial bid format**). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all components that are required as per RFP. The rates of all the items will be negotiated with the successful bidder only, if required by Bank.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in the GeM portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table of Commercial bid format (Annexure 8) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final price shall be arrived.

### **13. EVALUATION PROCESS**

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

- ❖ The Bank will set up a Selection Committee for evaluation of the Technical Bids submitted by the bidders.
- ❖ The Selection Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification / Eligibility criteria as referred in this document. The technical proposals will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.
- ❖ The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the overall scoring.
- ❖ Each responsive proposal will be evaluated technically. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to meet the minimum technical criteria as indicated in this document. The Technical proposals which are unsigned and incomplete shall not be considered.
- ❖ A presentation before the Selection Committee of the Bank is to be made by the eligible Bidder on their understanding of the key considerations, proposed Methodology and Approach to be adopted, and proposed team, Work Schedule and Activity Schedule etc. The technical capabilities & competence of Bidder should be clearly reflected in the presentation.
- ❖ The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.
- ❖ The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.

#### **First Stage: (Technical Evaluation)**

1. Bid document must be submitted through GeM portal. **All Bid Document must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party..
2. All third party documents must be signed by their authorized signatory and his/her designation, Official e- mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully within the stipulated time lines set by the Bank.
4. First of all, the Eligibility Criteria, Integrity Pact and Bid security Fees (EMD) of all bidders will be verified. If any of these is not found in order, that bidder will be declared ineligible for further participating in the tender process.

5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of the Bank will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification mentioned in the RFP is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

**Second Stage: (Commercial Evaluation)**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank.
3. The bidders will be required to quote for all the items required by the Bank.

**Third Stage: (Reverse Auction)**

Bank will conduct Reverse Auctions for arriving at L1/ L2/ L3 as per the GeM guidelines.

#### 14. TECHNICAL BID EVALUATION CRITERIA

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished below:

| Sr No  | Parameter  | Basis of evaluation   | Marking System  |                 |                |   |   |  |    |            |   |    |
|--|--|---|---|-----------------|----------------|---|---|--|----|------------|---|----|
|  |  |   | Criteria  | Max marks       |                |   |   |  |    |            |   |    |
| 1  | Number of end-to-end centralized TDS management solution implementation completed in other banks as per eligibility criteria (Annexure- C) in the last 3 years. ** | Purchase Orders from Scheduled commercial Banks at the H.O. level | <table><tr><td>No. of Branches</td><td>Marks per Bank</td></tr><tr><td>2001-3000</td><td>2</td></tr><tr><td>3001-4000</td><td>3</td></tr><tr><td>Above 4000</td><td>5</td></tr></table>   | No. of Branches | Marks per Bank | 2001-3000                                     | 2 | 3001-4000  | 3  | Above 4000 | 5 | 15 |
| No. of Branches  | Marks per Bank   |   |   |                 |                |   |   |  |    |            |   |    |
| 2001-3000  | 2  |   |   |                 |                |   |   |  |    |            |   |    |
| 3001-4000  | 3  |   |   |                 |                |   |   |  |    |            |   |    |
| Above 4000   | 5  |   |   |                 |                |   |   |  |    |            |   |    |
| 2  | Adequacy of manpower to take care of Company’s requirements for successful implementation  |   | 2 Marks for each Professional staff<br><br>“Professional Staff” means full-time staff with minimum qualification of Chartered Accountant/Cost Accountant on the payroll of the bidder firm.   | 10              |                |   |   |  |    |            |   |    |
| 3  | Functional/Technical Specifications compliance   | As per Technical specification requirement Given in Annexure- E.  |   | 40              |                |   |   |  |    |            |   |    |
| 4  | Presentation cum interview   |   | <table><tr><th>Parameters</th><th>Max Marks</th></tr><tr><td>Quality of Product/solution/user friendliness</td><td>5</td></tr><tr><td>POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage &amp; process speed.</td><td>10</td></tr></table> | Parameters      | Max Marks      | Quality of Product/solution/user friendliness | 5 | POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage & process speed. | 10 | 15         |   |    |
| Parameters   | Max Marks  |   |   |                 |                |   |   |  |    |            |   |    |
| Quality of Product/solution/user friendliness  | 5  |   |   |                 |                |   |   |  |    |            |   |    |
| POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage & process speed. | 10   |   |   |                 |                |   |   |  |    |            |   |    |



|   |  |  |   |            |
|---|--|--|---|------------|
| 5 | Technical Criteria compliance as per Technical Specification |  | <p>Technical Presentation with Product Demonstration on Proposed Solution by the Bidder: Technical presentation will be evaluated on the following parameters:</p> <ol style="list-style-type: none"> <li>1. Proposed Solution features (adaptability, accuracy, flexibility, stability, suitability, feasibility etc.,) (4)</li> <li>2. IT architecture, approach and methodology (4)</li> <li>3. Future scalability/ customizability. (4)</li> <li>4. Compatibility with existing systems such as CBS, HRMS, GBM, VPM, Cent e-Trade, etc. (4)</li> <li>5. Security Aspects (4)</li> </ol> <p>Product Demonstration: Demonstration of in-depth understanding of the proposed project's technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure 6. In case Bank during this demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted.</p> | 20         |
|   | <b>TOTAL MARKS</b>   |  |   | <b>100</b> |

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

The Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the scoring under this parameter.

Only those bidders confirming compliance to all the terms & conditions of RFP document and score minimum 70% in the Technical Score Evaluation shall be short-listed for commercial stage.

Final decision for qualification in Technical Evaluation is at the discretion of the Bank.

## **15. PROCEDURE FOR FINALISING THE SUCCESSFUL BIDDER**

### **(1) Determination of L1 Price:**

Contract will be awarded to the L1 Bidder; however, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

### **(2) PRICE VARIATION FACTOR**

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

## **16. AWARD OF CONTRACT**

On completion of evaluation process of Technical & commercial bids as given in evaluation process, Bank will determine the L1 bidder on the basis of reverse auction and the contract will be extended based on mutually agreed-upon terms.

- The selected successful Bidder will sign the Contract/Agreement with the Bank.
- The selected successful bidder will also provide the performance bank guarantee of an amount equivalent to 5% of contract value within 30 days from the date of acknowledgement of Purchase Order.
- Purchase order (PO) issued will be an annexure for such Contract/Agreement.
- In case of merger of any other entity with the bank, the terms and conditions as per this RFP will remain valid till the **contract period of 5 years** or extended period in accordance with RFP as may be applicable.
- If there is further extension for the contract. Fresh commercials will be called and contract will be extended on mutually agreed commercials.

## **17. PERFORMANCE BANK GUARANTEE**

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13, for 5 % of TCO for the entire period of the contract i.e. for 5 years, with a claim period of 12 months and such other extended period as the Bank may decide for due performance of the project obligations. Performance Bank Guarantee should be of any schedule Commercial Bank other than Central Bank of India. In the event of non-performance of obligation or failure to meet terms of

this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract. If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

Note: As defined by Department for Promotion of Industry and Internal Trade (DPIIT), an entity shall be considered as a Startup:

- a) Up to ten years from the date of its incorporation/ registration.
- b) If its turnover for any of the financial years has not exceeded Rs.100,00,00,000/- Rupees Hundred Crore
- c) It is working towards innovation, development, or improvement of products or processes or services, or if it is a scalable business model with high potential of employment generation or wealth creation.
- d) Provided further that in order to obtain benefits, a Start- up so identified under the above definition shall be required to be recognized as Start-up by DPIIT.

## **18. INSPECTION AND AUDIT**

- It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empaneled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.
- Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within 15 days and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

- The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.
- The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement.
- The service provider should comply with the security controls parameters as defined by regulatory authorities.
- The Bidder shall at all times when ever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed, and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
- The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
- In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable services over the period of contract without any additional cost to Bank.
- Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.
- To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.
- All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder

shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include: -

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.
- Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the

right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

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

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## **SECTION – V**

### **GENERAL TERMS & CONDITIONS**

#### **1. REJECTIONS OF BIDS**

The Bank reserves the right to reject the Bid if:

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals, will interpret Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in “**Tender Notice- Bid details in Brief**”. Responses to the queries will be uploaded on Bank’s website through corrigendum notice. Bank at its option may hold a pre-bid meeting, to answer all the questions / queries submitted by email, the date for which would be intimated through corrigendum notice which will be uploaded on bank’s website.

Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in dead line the same shall be updated on the Bank’s website and shall be applicable uniformly to all bidders.

#### **2. REPRESENTATION AND WARRANTIES**

The Bidders represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- (i) That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of RFP.

- (ii) That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- (iii) That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- (iv) That there are –
  - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
  - (b) No inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
  - (v) That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- (vi) That all conditions precedent under the Contract has been complied.
- (vii) That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
  - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
  - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or
  - c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.
- (viii) That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- (ix) That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project
- (x) That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- (xi) That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use,



which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

- (xii) Any intellectual property arising during the course of the project under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

### **3. RELATIONSHIP OF PARTIES**

- (i) Nothing in this prospective Contract shall constitute any fiduciary relationship between the Bank and the successful Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Central Bank of India and Successful Bidder.
- (ii) No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- (iii) Central Bank of India has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- (iv) All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Central Bank of India be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- (v) The Successful Bidder shall disclose to Central Bank of India in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Central Bank of India first gives the Successful Bidder its prior written consent.

The employees engaged by the bidder Company Successful Bidder shall be deemed to be the employees of bidder Company Successful Bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder Company Successful Bidder alone would comply with the statutory obligations and Labor Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is a master –servant relationship between the parties. The relationship is on principal to principal basis.

The bidder company Successful Bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations as applicable, remain payable with respect to his personnel/employees. The bidder company Successful Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labor legislations".

#### **4. NO ASSIGNMENT**

The contract cannot be transferred or assigned by the Bidder without the prior written approval of the Central Bank of India. That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality.

#### **5. NO RIGHT TO SET OFF**

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

#### **6. PUBLICITY**

Any publicity relating to the work to be carried out in BANK towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary and prior permission has been taken from Bank. Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank. All the bidders must give a declaration in this regard duly signed by them.

#### **7. CONFLICT OF INTEREST**

The Bidder shall disclose to the 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 services / empanelment as soon as practical after it becomes aware of that conflict.

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

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

## **8. SOLICITATION OF EMPLOYEES**

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

The above restriction would not apply to either party for hiring such key personnel who

- i. Initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- ii. Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- iii. Has been terminated by a party prior to the commencement of employment discussions with the other party.

## **9. NOTICES AND OTHER COMMUNICATION**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

## **10. BIDS PLACED BY BIDDER**

The bid of the bidder will be considered as an offer to sell. The Bids once made by the bidder cannot be cancelled.

- Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

The empanelled vendor / bidder is bound to perform the services as per the RFP document, whenever the work arises during their contract period. If vendor/ bidder fails to do so, the Bank reserves the right to take suitable action including but not limited to not allowing to participate for 2 years in the processes of the Bank.

## **11. INDEMNITY**

The successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by bidder under this assignment ; and/or
- Negligence or wilful misconduct of the bidder and/or its employees, agents, associate of the bidders in performance of the obligations under this assignment; and/or
- Claims made by employees or associate or associate's employees, who are deployed by the bidder , against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and associate, or
- Breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the successful bidder under this assignment; and/or
- Breach of confidentiality obligations of the successful bidder; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim, and the successful bidder will cooperate in the defense and settlement of the claims.

Bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or others in connection with the performance of any system covered by the purchase contract. The bidder shall

execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

The bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the bidder with the assistance, information and authority reasonably necessary to perform the above.

Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by banks, they have the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

## **12. SUBSTITUTION OF TEAM MEMBERS**

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

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise.

If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 1% of the contract value per week as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

## **13. LIMITATION OF LIABILITY**

- (i) The Service Provider's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under the project regardless of the form or nature of the action giving rise to such liability shall be limited to the fee paid by the Bank to the Service Provider for the service.

- (ii) The Service Provider's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Service Provider, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be limited to the fee paid by the Bank to the Service Provider for the service.
- (iii) The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.
- (iv) Under no circumstances the bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the bank has been advised of the possibility of such damages, such as, but not limited to,
- (v) Loss of revenue or anticipated profits or lost business.
- (vi) Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the bank for any consequential/ incidental, or indirect damages arising out of this agreement. However, the Bank will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement.
- (vii) All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party.
- (viii) In the following circumstances limitation of liability shall not apply and the service provider shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-
  - a. Breach of the confidentiality provisions
  - b. Employment liabilities for service provider's staff relating to the period of their employment within contractual period while working with purchaser Bank and;
  - c. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
  - d. Any other breach caused due to the non-performance of the obligations of the service provider under the Agreement.
  - e. This limit shall not apply to third party claims.

#### **14. CONFIDENTIALITY**

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK.

- To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure 10 within thirty days of issuing the purchase order/letter of intent.
- All Central Bank of India’s product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the successful bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the successful bidder irrevocably agrees and undertakes and ensures that the successful bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of CBoI nor shall use or allow to be used any information other than as may be necessary for the due performance by the successful bidder of its obligations hereunder.
- The successful bidder shall not make or retain any copies or record of any Confidential Information submitted by Central bank of India’s other than as may be required for the performance of the Vendor obligation under this Agreement.
- The successful bidder shall notify Central Bank of India promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- The successful bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the successful bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by successful bidder or its affiliates. The successful bidder shall 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 successful bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Central bank of India under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it’s any obligations under this Agreement.
- It shall be the incumbent duty of the successful bidder to undertake not to disclose any business related information of Central bank of India to any third person and the Vendor shall keep all knowledge of the business activities and affairs of Central bank of India strictly confidential and also to ensure that neither the successful bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Central Bank of India.

- However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
  - a) Without breach of these presents, has already become or becomes and/ or hereinafter will become part of the public domain;
  - b) Prior to the disclosure by Banks was known to or in the possession of the Vendor at the time of disclosure;
  - c) Was disclosed or parted with the prior consent of Central bank of India;
  - d) Was acquired by the successful bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Central Bank of India.
- The successful bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- Notwithstanding above Central Bank of India shall take all the reasonable care to protect all the confidential information of successful bidder while performing of the services.

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

The successful bidder shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.

The successful bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

Successful bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

That Successful bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Successful bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some Successful bidder's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor he will use it for his new job. Successful bidder shall continue to be responsible for any such act of its ex-employee.

Successful bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Successful bidder. Successful bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Vendor will keep all the data, sources and information confidential and will not disclose or release it to any other party.



## **15. VISITORIAL RIGHTS**

The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Successful bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Successful bidder shall cooperate with the authorized representative/s of the Banks and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the Successful bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

All Successful bidder's records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

Bank's auditors would execute confidentiality agreement with the Successful bidder provided that the auditors would be permitted to submit their findings to the Banks, which would be used by the Banks. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Bank's appointed External auditors/ Regulators have right to audit and right to examine the PMS facilities, activities and assets (hardware and software).

## **16. RESOLUTION OF DISPUTES**

All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this RFP Document or breach thereof shall be settled amicably. In case they are not able to settle the disputes or differences between them amicably, the same shall be settled by fast track arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) or other Indian Laws relating to arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Parties to the dispute shall mutually appoint the sole arbitrator for adjudication of dispute. In case, the Parties fail to appoint arbitrator, the same shall be appointed in accordance with Arbitration and Conciliation Act, 1996 (as amended from time to time) or other Indian Laws relating to arbitration. The matter and decision of such appointed sole arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Bidder shall continue to work under the Contract during the dispute proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the dispute is obtained.

## **17. GOVERNING LAW AND JURISDICTION**

### **Jurisdiction Of Court**

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

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

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti- Bribery Laws.

**Statutory and Regulatory Requirements-** The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies and Bank initiated changes will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

### **Compliance With Laws**

- 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 therefrom.
- Compliance in obtaining approvals/permissions/licenses: Bidder 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 Company.

- This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **Violation of terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained 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 limiting a right for recovery of any amounts and related costs and a right for damages.

### **Corrupt and Fraudulent Practices**

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

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

All necessary compliances relating to the transaction such as disclosure in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above

## **18. SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT**

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of letter of appointment or as intimated by the Bank. If the contract is not signed within the given period, Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.

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

SLA with Bank is to be executed within 21 days from date of acceptance of PO for TDS Solution.

The Bidder will take total responsibility for the fault free operation after assigning the AMC for TDS Solution during the contract period.

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

- At the same time as the Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- The contract period will be for a period of 5 years ( 1 Year warranty & 4 Years AMC/ATS) from the project going live after duly signed signoff from Bank ( final go-live ) for all the modules.
- The bidder should ensure more than 98.5 % uptime of the proposed solution (to be calculated on quarterly basis) during contract period. Bidder is expected to submit this report within a week after expiry of every calendar quarter.
- Bidder should also ensure that the maximum response time for onsite service call does not exceed 15 minutes. The maximum time to resolve the issue (Resolution time), is within 2 hours.
- Services delivered by the vendor should comply with the SLA and any violation of SLA will attract penalties as below:  
For any penalty during contract period of 5 years, the bidder shall give a credit note in favour of Central bank of India within 30 days from the date of intimation of penalty by the Bank. If the bidder fails to give the credit note within 30 days of intimation of penalty, Bank reserves the right to invoke the performance Bank guarantee submitted by the bidder.

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

- Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- The penalty is capped at maximum 5% of TCO beyond which bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on quarterly invoice amount.
- Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the bank. Downtime during scheduled maintenance activities will also be excluded for calculation of penalty.
- Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- RBI/Regulatory authority may inspect facilities of successful bidder during the contract period.

The successful bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A successful bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

All the expenses related to execution of the document such as applicable stamp duty and registration charges if any shall be borne by the Successful bidder.

#### **19. ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 15 working days from the date of order placement. Bank has a right to cancel the order and also Bank reserves the right to blacklist/debar the said successful bidder if the order is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

#### **20. FORCE MAJEURE**

Notwithstanding the above provisions, the vendor shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendors' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics and will not involve cases of commercial hardship,

If a Force Majeure condition arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof within seven calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform/render / discharge its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate Agreement without giving any further notice to the Vendor. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims.

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

## **21. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS**

### **Intellectual Property Rights: -**

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

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

### **Patent Rights: -**

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

## **22. RFP OWNERSHIP AND RETENTION OF DOCUMENTS**

- All information processed, stored, or transmitted by the successful Bidder in the application process shall belong to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.
- The proposal and all supporting documentation submitted by the bidders shall become the property of Central Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned. The RFP should NOT be redistributed without prior written consent of Central Bank of India. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Central Bank of India when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

- Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access.

### **23. RFP RESPONSE**

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents. Bid properly documented should be uploaded on Government e Marketplace (GeM) portal within stipulated date & time mentioned in the RFP. The provisions of this RFP shall be governed by the Laws of India. The disputes, if any arising out of this RFP or any arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunal in Mumbai.

### **24. TAXES AND DUTIES**

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

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

### **25. LIQUIDATED DAMAGES (LD)**

If Successful bidders fail to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. Bidder has to deploy Solution at DC and DR within 12 weeks from the date of purchase order. For calculation of LD:

The contract price for calculation of LD is TCO.

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

- The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

- Part of week will be treated as a week for this purpose.

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

## **26. TERMINATION**

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

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

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

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences.



## **27. PRIVACY AND SECURITY SAFEGUARDS**

The successful bidder shall comply with all the information security safeguards (viz. Confidentiality, Integrity, Availability etc.).

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.

### **Privacy and security safeguards**

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

## **28. DATA PROTECTION**

Successful bidder will comply with the Information Technology Act, 2000 and will comply with Digital Personal Data Protection Act 2023. Any breach in compliance of the said act will attract penalty as per the provisions of the act all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by successful bidder.

## **29. ADHERENCE TO CYBER SECURITY SYSTEMS**

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

The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

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

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

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

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

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

### **30. SUSTAINABLE SOURCING**

The Service provider shall adhere to Sustainable Sourcing practices including but not limited to the use of environment friendly materials, ethical labor practices and compliance with relevant local and international regulations. The Supplier shall provide documentation or certifications demonstrating their commitment to Sustainable Sourcing upon request. Failure to comply with these requirements may result in contract termination.

### **31. PAYMENT TERMS**

The terms of payments will be as follows:

- No advance payment against purchase order.
- No Octroi / Entry Tax will be paid after payment of final installation.
- The successful bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the successful bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

All payments will be released from the bank within 30-60 days of receipt of claim on submission of all relevant documents and proofs.

- Original copy of the Invoice (with Certified Xerox copy)
- TDS on payments will be deducted as applicable.
- Applicable Goods and Services Taxes will be paid extra at actual. Successful bidder has to mention GSTIN in the invoice.
- In case of Liquidated Damages/Penalty levied to the successful bidder, GST on LD/ Penalty amount shall also be recovered from the successful bidder.
- Authenticated copy of GST return shall be submitted along with claim documents.

The payments will be released through NEFT/ RTGS and the Selected Successful bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, TDS section applicable along with its effective rate etc. Applicable TDS, if any, will be deducted at the time of releasing the payments

***\* Cost of the project and its components shall remain the same during the contract period.***

**NOTE: 100% of any item is the eligible amount after deduction of Penalty, if any.**

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Successful bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid.

The payment schedule will be as follows –

| <b>Year</b>                   | <b>Yearly Project Cost</b>                                |
|-------------------------------|---|
| Year 1                        | 20% of Total Cost of Ownership/Total Project Cost         |
| Year 2                        | 20% of Total Cost of Ownership/Total Project Cost         |
| Year 3                        | 20% of Total Cost of Ownership/Total Project Cost         |
| Year 4                        | 20% of Total Cost of Ownership/Total Project Cost         |
| Year 5                        | 20% of Total Cost of Ownership/Total Project Cost         |
| <b>Total Cost for 5 years</b> | <b>100% of Total Cost of Ownership/Total Project Cost</b> |

| <b>Year</b>                           | <b>% of yearly project cost</b>   |                                   |                                   |                                   |
|---------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                                       | <b>After filing of Q1 returns</b> | <b>After filing of Q2 returns</b> | <b>After filing of Q3 returns</b> | <b>After filing of Q4 returns</b> |
| Year 1<br>(20% of total project cost) | 20%                               | 20%                               | 20%                               | 40%                               |
| Year 2<br>(20% of total project cost) | 20%                               | 20%                               | 20%                               | 40%                               |
| Year 3<br>(20% of total project cost) | 20%                               | 20%                               | 20%                               | 40%                               |
| Year 4<br>(20% of total project cost) | 20%                               | 20%                               | 20%                               | 40%                               |
| Year 5<br>(20% of total project cost) | 20%                               | 20%                               | 20%                               | 40%                               |

**Being an end to end solution, the above cost shall include all cost incurred on carrying out the tasks/works as per the scope of work of this RFP such as:-**

- Software license cost
- Implementation, Integration & Migration Cost
- Training Cost
- Charges for Facilities and Change Management.
- Annual Technical Support (ATS) Charges.
- Fees/Charges for filing of various returns.
- Fees/Charges of onsite resources.

Payment to the vendor will be made after submission of undisputed bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority. Payment will be made as per SLA.

Bank will pay invoices within 30-60 days from the date of receipt of physical invoice the Bank, except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

### **AMC & ATS and Other Warranty Costs**

All costs incurred by selected bidder in providing end to end centralized TDS management solution, its integration, implementation, maintenance, etc. and its operations irrespective of its nature is part of TCO.

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

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

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

### **Cost & Currency Price Composition**

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

### **Goods and Services Taxes (GST) and its Compliance**

Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder:

- TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Bidder of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to Bank by way of commensurate reduction in the prices under the GST Law.
- If Bidder as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Bidder falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Bidder shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

### **Fixed Price**

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

- No advance payment will be made. TDS and any other taxes on payments will be deducted as applicable.
- All the payments will be made to bidder electronically in Indian Rupees only.
- Payment shall be released on submission of necessary proof and documents like original Invoices,

Warranty Certificates, Performance Bank Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc. subject to acceptance by Bank, submission of Letter issued by Bank in respect of completion of User Acceptance Test (UAT), documents as required by Bank like manual & documentation, training etc.

### **User Acceptance Test of software**

The Bank will conduct “User Acceptance Test” (UAT) for the TDS solution to ensure that all the requirements are available & functioning as per RFP. It will be the successful bidder’s responsibility to create the testing environment, test plan and share possible test cases for the Bank’s users for testing the product features and the successful bidder will be required to assist the Bank in the entire testing phase. The BANK will accept the developed/ customized software only after implementation of the software with successful conduct of acceptance testing by users. Software will be considered to be accepted only after the BANK issues an acceptance letter to the successful bidder. New Software may be audited for risk analysis and security features by Bank’s IS Audit team or a third party appointed by the BANK, if so desired by the BANK.

## **32. ORDER CANCELLATION**

- The Bank reserves it’s right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions.
- Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.
- Delay in completion of project.
- Serious discrepancies noted in the inspection.
- Breaches in the terms and conditions of the Order.
- The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- Non-submission of acceptance of order within 7 days of order.
- Excessive delay in execution of order placed by the Bank
- Selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation voluntarily or otherwise.
- The progress made by the selected bidder is found to be unsatisfactory.
- Bidder provides evasive or incorrect information.
- After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

### **33. OTHER TERMS AND CONDITION OF RFP**

- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to empanel a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal if found suitable, the empanelled bidder/ vendor agrees to contract with the Bank for the work awarded work order/purchase order. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendum (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms or conditions proposed by the bidder would be rejected unless expressly agreed to in writing by the Bank.
- The empanelled Bidder/vendor must strictly adhere to the timelines or lead times identified in the RFP & SLA. Failure to meet these timelines, unless it is due to reasons entirely attributable to the Bank, may constitute a performance breach of the empanelled vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the empanelled Bidder/vendor's inability to meet the established timelines or any other reasons attributing to the empanelled vendor, then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar services.
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidder's requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with this RFP, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of



responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website.
- The Bank reserves the right to extend the dates for submission of responses to this document.
- Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All queries to be submitted as per Bid query format in Annexure XI. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- The Bank shall be under no obligation to accept any offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions.
- The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users or other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject to technical bid.

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

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder 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 or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank. Bidder shall be solely responsible for any act, negligence of such sub-contractor, it's employee/s and indemnify the Bank for such action and loss caused due to the said act, negligence etc. i.e. In case of sub – contract, liability of acts/negligence/of the employees/workers/personnel, in whatever capacity engaged by subcontractor etc., shall be on Bidder.

- The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry- wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide the details about all such items considered in the RFP.
- It is important to note that the Vendor/ Bidder, who are found successful and will be engaged with the Bank need to abide by the terms & conditions of SLA & Purchase order document.

The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

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

- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid, or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of

the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

#### **34. CONTRACT PERIOD**

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

#### **35. WARRANTY**

All support & services required for implementation, customization, Migration of existing data including the old in-house TDS data, smooth operation and maintenance of TDS Solution, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty).

- The warranty would be on-site and comprehensive in nature. Warranty will start from the date of full go- live and will be valid for a period of one year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year. Warranty for software will start from the date of final Go-live sign off by the Bank. Bank will not pay any charges during warranty period.
- Any corruption in the software or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.
- The executions of the service(s) herein are and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It has all permissions, consents, approvals and license from all authorities, regulatory /statutory and non- regulatory, for executing the Service(s).
- The successful bidder warrants that Deliverables, and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.

#### **36. ANNUAL TECHNICAL SUPPORT**

The successful bidder must undertake to provide support for the software / OS /Database for minimum post warranty period of four (4) years, after the expiry of warranty period of one (1) year.

- Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India, Income Tax Dept. Or any other regulatory/ statutory authority must be provided/ upgraded to the Bank free of cost by bidder during warranty or ATS

tenure.

- Bidder should provide unconditional warranty and post-warranty comprehensive on-site 24x7 maintenance support with 2 hours problem resolution commitment for 5 years.

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). For any major break down such as crash, the Bidder must arrange for immediate on-site support for recovery and resumption of operations. The re-installation of the software and RDBMS if required is the sole responsibility of the Bidder, which should be treated as service provided under Warranty/AMC. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the AMC period, all upgrades should be free. All types of changes eg:-regulatory / statutory/Bank initiated changes should be done without any additional cost to the Bank.

### **37. AUTHORIZED SIGNATORY**

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

### **38. NON-TRANSFERABLE OFFER**

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

### **39. RESPONSIBILITY FOR COMPLETENESS**

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

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

### **40. EXIT CLAUSE**

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

- Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.

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

\*\*\*\*\*

CONFIDENTIAL

## **Annexure 1 – Letter of Acceptance**

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

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

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

**Dear Sir,**

Sub: Request for Proposal (RFP) for Selection of Vendor for providing End to End Centralized TDS Management Solution.

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

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

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

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

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

We understand that

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

Bidder without assigning any reason or giving any explanation whatsoever.

e. Bidder means the bidder who is decided and declared so after examination Of commercial Bids.

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

Yours faithfully,

Date: \_\_\_\_\_ For \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

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



## Annexure 2– Bidder’s Profile Format

| Serial No. | Parameters   | Response                               |                        |
|------------|--|--|------------------------|
| 1          | Name of the Firm/Company   |  |                        |
| 2          | GSTIN  |  |                        |
| 3          | Year of Incorporation in India   |  |                        |
| 4          | Names of the Partners/Directors  |  |                        |
| 5          | Name and Address of the Principal Banker   |  |                        |
| 6          | Addresses of Firm/Company  |  |                        |
|            | a) Head Office   |  |                        |
|            | b) Local Office in Mumbai (if any)   |  |                        |
| 7          | Authorized Contact person  |  |                        |
|            | a) Name and Designation  |  |                        |
|            | b) Telephone number/Mobile No.   |  |                        |
|            | c) E-mail ID.  |  |                        |
| 8          | Financial parameters   |  |                        |
|            | Business Results (last three years)  | Annual Turnover (Rs. In .....Crores)   | EBITDA (Rs. In Crores) |
|            | 2024-25  |  |                        |
|            | 2023-24  |  |                        |
|            | 2022-23  |  |                        |
|            | (Only company figures need to be mentioned. Not to include group/subsidiary Company figures) | (Mention the above amount in INR only) |                        |
|            | No. of Technical Staff available with Solution expertise.                                    |  |                        |

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

Dated this..... Day of .....2025

(Signature)

(In the capacity of)

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

### Annexure 3– Eligibility Criteria

| SN | Details   | Supporting Documents to be submitted   |
|----|---|--|
| 1  | Make in India preference clause, Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.  | Required certificates as per eligibility should be submitted as per Annexure 18  |
| 2. | The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a registered partnership firm under the Indian Partnership Act of 1932 or a PSU/Government organization and should be in existence for last 5 years from the date of issuance of RFP. Applicable provisions for Start-ups will be applied. | Certified copy of Certificate of incorporation/Registration is to be submitted.  |
| 3  | Bidder should be registered under G.S.T. (active status) and/or tax registration in state where bidder has a registered office.   | Proof of registration with GSTIN   |
| 4. | The proposed end to end centralized TDS management Solutions should have been implemented by the bidder/OEM successfully at least in one of the scheduled commercial Bank either in public/ private sector having branch network of more than 2000 branches (as on 31.03.2025) within last 3 years. Applicable provisions for Start-ups will be applied.  | The bidder has to submit Purchase order / Certificate of performance showing that the contract was/is in force within last 3 years |
| 5. | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority   | Certified copy of the registration certificate (as per Annexure 19).   |
| 6. | Bidder should have minimum annual turnover of Rs. 5.00 crore per year during last three financial years (2022-23, 2023-24 & 2024-25). In case the audited financials for the year 2024-25 is not available, CA Certificate /Provisional Balance sheet should be submitted. This must be the individual company turnover and not that of any group of companies. Applicable provisions for Start-ups will be applied.                | Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted                           |
| 7. | The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2022-23, 2023-24 & 2024-25). In case the audited financials for the year 2024-25 is not available, CA Certificate /Provisional Balance sheet should be submitted. Applicable provisions for Start-ups will be applied.  | Copies of the audited balance sheet and Loss statement of the firm is to be submitted.   |

|     |  |  |
|-----|--|--|
| 8.  | The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in <a href="#">Annexure 14</a> on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.   | Integrity Pact (IP) as per Annexure 14 on plain paper is to be submitted.                              |
| 9.  | Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.  | Undertaking should be submitted.   |
| 10. | Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered | MAF should be submitted  |
| 11. | The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) or any Financial Institution. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on as on 31/03/2025, otherwise the bid will not be considered.   | An undertaking to this effect must be submitted in their letter head as per <a href="#">Annexure 9</a> |

**Authorized Signatory:**

**Place:**

**Date:**

**Name & Designation:**

**Business Address & email id:**

## Annexure 4 – Compliance to RFP Terms & Conditions

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

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Sir,

**Sub: Request for Proposal (RFP) for Selection of Vendor for providing End to End Centralized TDS Management Solution.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank tender No. .... hereinafter referred to as “RFP”) issued by Central bank of India we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Banks’ decision not to accept any such extraneous conditions and deviations will be final and binding on us.

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

## Annexure 5 - Compliance Statement

### **REG: RFP FOR SELECTION OF VENDOR FOR PROVIDING END TO END CENTRALIZED TDS MANAGEMENT SOLUTION**

**DECLARATION:** Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

| <b>Compliance</b>                                       | <b>Description</b>  | <b>Compliance (Yes/No)</b> |
|---|---|----------------------------|
| Terms and Conditions                                    | We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc stipulated by the Bank in this RFP (Any deviation may result in disqualification of bids)   |                            |
| Scope of work and/ Technical Specification              | We certify that the systems/services offered by us for RFP confirm to the Scope of work and technical specifications stipulated by you (Any deviation may result in disqualification of bids)   |                            |
| RFP, Clarifications and subsequent Corrigendum (If Any) | We hereby undertake that we have gone through RFP, Clarifications and corrigendum (s) issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s), etc. stipulated by the Bank in this RFP. Any deviation may result in disqualification of the bid. |                            |

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation: Seal of Company**

## Annexure 6 – Technical & Functional Specifications (End to end centralized TDS management solution)

**Legends:** RA – Readily Available, CU -Customizable, UA – Not Available

**Scoring methodology for functional parameters:**

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

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

Please mention ‘Y’ in the respective column. Total marks obtained will be proportionately converted to the maximum score of 40 marks in Annexure 20 – Methodology of Scoring.

### Technical and Functional Parameters for Evaluation:

Functional and Technical evaluation will done on following criteria as part of evaluation:-

| Sr No | Technical/Functional Specifications   | RA | CU | UA | COMMENTS<br>/<br>REMARKS |
|-------|---|----|----|----|--------------------------|
| 1     | The solution should be compatible with on-premise / Bank's VM Environment.  |    |    |    |                          |
| 2     | <p>The solution should have high availability at DC &amp; DR location.</p> <p>The selected bidder should supply, install, configure, customize and implement web based end to end centralized TDS management solution in the Bank DC and DR Site, including importing of Data from CBS and other source applications. The required changes/modification, if any, to be incorporated in the Bank's applications (including CBS).</p>                       |    |    |    |                          |
| 3     | The solution should be sized for Active-Active cluster at DC & Active-Active cluster at DR. The solution should also provide for DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before without any data loss.  |    |    |    |                          |
| 4     | Hardware for the solution will be provided by Bank. The selected bidder should provide any other software, middleware etc. for proper functioning of the solution at no additional cost to the bank. Installation of Database, its configuration and integration with solution will be the responsibility of the bidder.  |    |    |    |                          |
| 5     | Seamless Integration - The solution should be centrally installed at CO level (DC & DR site) and Branches/ROs/ZOs/CO Dept's should be capable of accessing the application through Banks intranet. The Central server will be connected with Income-Tax India e filing website as well as with TRACES and other related websites of I-Tax through internet. The application should also be compatible with the Income tax requirement of web integration. |    |    |    |                          |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 6  | The solution should be convenient to use. It should have web based graphic interface at branches / controlling Offices.  |  |  |  |  |
| 7  | The solution must be capable of providing comprehensive tracking Dashboards.   |  |  |  |  |
| 8  | The solution should meet all requirements/ guidelines of Income Tax department and Yearly/time to time updates regarding slabs of Income Tax, TDS thereon & maintenance of changes for FVU.  |  |  |  |  |
| 9  | Solution should be capable of all data migration of all existing / historical data, backup, tables (as and when required) from the existing systems including the old in-house TDS data.   |  |  |  |  |
| 10 | Security logging: Security events, audit trails and logs for administrators and user activity should be enabled to monitor and detect suspicious activity. The Solution should have capability to check fraud. It should be able to identify if any suspicious browser plug-in is working on client side   |  |  |  |  |
| 11 | The solution should be able to generate audit logs as per Bank's requirements.   |  |  |  |  |
| 12 | The solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with Urls, timestamp, login time etc  |  |  |  |  |
| 13 | The solution should be able to produce various event based reports such as enrolments, un-enrolments, logins, unsuccessful logins etc  |  |  |  |  |
| 14 | The solution architecture should allow to quickly scale-up in case volume surges up.   |  |  |  |  |
| 15 | The data should be stored in encrypted form with Bank's encryption key   |  |  |  |  |
| 16 | The solution should be available to branches/other offices through Bank's intranet only. However, for various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site may be facilitated. Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team. |  |  |  |  |
| 17 | The solution should have functionality of modification/ correction of records at Central Office level and detailed reports of any manual addition/modifications/deletion should be readily available as and when required by the Bank.   |  |  |  |  |



|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 18 | <p>The solution should have the capabilities to integrate with CBS, HRMS, GBM,VPM, Cent e-Trade i.e. various tax deducting systems used by Bank and external websites of Income Tax Dept.</p> <p>The selected bidder should facilitate Interface / system for importing/ fetching the TDS data from source system as per the format of the source system. System should also have mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system.</p>                                |  |  |  |  |
| 19 | <p>The solution should facilitate validation of data on real time basis as per Income Tax guidelines like payment amount vis-à-vis TDS deducted, PAN Validation (including TDS rate @ 20% in case of Non PAN cases/non PAN-Aadhar linking cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs and any other validations required in terms of Income tax guidelines in force as amended from time to time should be available with suitable checks inbuilt in the system itself.</p> |  |  |  |  |
| 20 | <p>The solution should facilitate to create Branch master and TDS Deductor master by importing data from the existing CBS/ HRMS/ Pension Payment/ Cent e-Trade /other application of the Bank and maintain the same i.e. Branch Master, Customer Master, TDS Master, Employees data from salary package and Pensioners data from Pension server, etc.</p>  |  |  |  |  |
| 21 | <p>The solution should be capable of checking the correctness of TDS deducted by Bank before remittance to Income Tax Dept.</p> <p>The solution should be able to identify the cases of non-deduction/short-deduction of TDS/TCS data received from various sources like CBS, HRMS, Treasury, pension, Cent e-Trade, etc. and provide the record wise correction required to the concerned Dept. providing the data.</p>   |  |  |  |  |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 22 | <p>The solution should facilitate to generate file for uploading the generated challan information for the payment of TDS amount as per the prescribed format. TDS remittance/ return filing should be strictly within statutory time lines. Scalability of the application for centralized Challan payment from single location. Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No, etc. for meeting the functional requirements as given in this Tender.</p> <p>The ability to create Challans for payment of TDS deducted from Salaries, Non-salaries and Non-Resident payments should be done by segregating the data based on nature of payment (Separate challan is required for deposit of amount for TDS from payment of Salary, Contractors, Rent, Interest etc) and payees i.e., Company and Non-Company.</p> |  |  |  |  |
| 23 | The Solution should facilitate Reconciliation of payments made and TDS deducted by various applications of the Bank with that of balance outstanding in the respective payable accounts to be made.  |  |  |  |  |
| 24 | The solution should facilitate automated allocation of challans against the respective deductee records in e-TDS application after centralized TDS remittance.   |  |  |  |  |
| 25 | The solution should validate extracted data as per latest Return Preparation Utility (RPU) prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.  |  |  |  |  |
| 26 | The solution should have capabilities of timely handling the adjustment interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing. Hence, it should properly allocate the negative interest with positive entries so that no short deduction default arise in TDS return.   |  |  |  |  |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 27 | <p>The solution should facilitate Seamless filing of error free E-TDS returns/revised returns for all specified TDS/TCS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 27Q, 27EQ, 15G/H, 15CC, Form 60/61, Form 61A/61B , FATCA and any other return as and when prescribed by Income Tax Department within the due dates for all respective TANs of the Bank.</p> <p>The solution should be capable of Direct integration with income tax e-filing site for online filing / upload of all returns prepared by the Bank into income tax portal through central server using digital signature authentication.</p> |  |  |  |  |
| 28 | The solution should have the availability of web services / API for providing TDS certificates/revised TDS certificates through Bank's own sites i.e. Bank's website, Internet banking site and any integration requirement with TRACES, Income Tax Dept portal.   |  |  |  |  |
| 29 | Trial run for the E-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the Bank's source application systems to avoid future defaults  |  |  |  |  |
| 30 | The solution should be capable of generating & emailing of e-TDS returns acknowledgments (Form No. 27A), success /Failure reports, reconciliation reports directly to the Branches / ZO / CO & CO TDS Cell as and when demanded. System should maintain history of these emailed reports in Database.  |  |  |  |  |
| 31 | The solution should be capable of updating itself from time to time to meet all requirements/ guidelines of Income Tax department regarding rates and slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame without any additional cost to the bank.  |  |  |  |  |
| 32 | The solution should facilitate to prepare and submit necessary MIS as per the Bank's requirement from time to time and facilitate generation of reports Branch wise/ Region Wise/ Zone wise/Central Office / PAN wise/CIF wise.  |  |  |  |  |

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 33 | The solution should be capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.   |  |  |  |  |
| 34 | The solution should facilitate Centralized generation and downloading of Form 16 /16A / other Forms related to TDS/TCS from TRACES through Bank's intranet within the specified Income-tax department time frame. Application should have the capability to send the Form 16/16A/other Forms related to TDS/TCS via email to the concerned deductee at their respective email ids registered with the Bank. Software solution should be capable to maintain the database of all the downloaded Form no. 16/16A/other Forms related to TDS/TCS which can be accessed by branches / other offices subsequently. |  |  |  |  |
| 35 | The solution should facilitate availability and circulation of revised TRACES Form 16/16A as mentioned in the above point whenever there are any updates/corrections.   |  |  |  |  |
| 36 | The solution should be capable of providing the status and utilization of amount against unutilized challans to target nil unconsumed challan.  |  |  |  |  |
| 37 | The solution should be able to handle complaints of Customers / Branches / ROs/ ZOs/various Central Office departments. There should be proper Complaints Management platform for Branches / Other Offices for lodging Complaints and resolution thereof with present Status details/logs, so that Branches / Other Office can share details to Customers, vendors, etc. Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 3 working days and to resolve the same within 10 working days.  |  |  |  |  |
| 38 | The administrator should have the rights to manage the entire application.<br>The administrator can assign roles to users.<br>Definition of roles shall be parameterized.<br>This role can also be made universal and applied to the entire application or selected applications.   |  |  |  |  |
| 39 | Application should be capable of automated emailing process.  |  |  |  |  |
| 40 | The solution should have the provision to add and view FAQs/guidelines/Important Dates, etc.  |  |  |  |  |

|    |   |  |  |  |  |
|----|---|--|--|--|--|
| 41 | The solution should be capable of fetching various Income Tax Notices related to the customers i.e. u/s 131 with related sub sections, 133 related sub sections, 226, etc. from Income Tax portal (compliance portal, reporting portal, e-filing portal, etc) followed by its circulation and intimation over mail to the concerned Branch/Office. Facility for submission of response should be available to the concerned Branch/RO/ZO. Monitoring/Tracking mechanism should be available in the solution. Solution should facilitate bulk download of notices. |  |  |  |  |
| 42 | The solution should be capable of fetching and circulating TDS demand notices to the concerned TAN owners/ROs/ZOs/CO Dept.'s along with details of action required at Bank end to resolve it.   |  |  |  |  |
| 43 | The solution should facilitate generation of the data required for compilation of Tax audit report.   |  |  |  |  |
| 44 | The solution should be flexible enough to comply the existing as well as future changes and requirements related to TDS compliances, complaints management and Income Tax Notices management.   |  |  |  |  |
| 45 | The solution should facilitate automated circulation of alerts, related Income Tax Dept. notifications, reminders for pending return filing, complaints, notices, etc. over mail to the concerned offices and on the landing page of login by concerned Branch/office user in the solution.   |  |  |  |  |

**Example:** If one bidder gets 190 marks out of 225 marks in Annexure 6, the final score will be obtained by  $190/225 \times 40 = 34$  marks out of 40 in Annexure 20 –Methodology of scoring.

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

**ANNEXURE 7 - EXPERIENCE IN END TO END CENTRALIZED TDS MANAGEMENT SOLUTION IMPLEMENTATION**

(To be submitted on the letter head of the bidder)

Ref No. ....

Place:

Date:

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Sub: RFP-.....

Name of the Bidder: .....

Details of End-to-End Centralized TDS management solution implemented:

| Sl. | Organization Name | Details of the Solution/Service | Contract Period (From Date-To Date) |
|-----|-------------------|---------------------------------|-------------------------------------|
| 01. |                   |                                 |                                     |
| 02. |                   |                                 |                                     |
| 03. |                   |                                 |                                     |
| 04. |                   |                                 |                                     |

Signature:

Name and designation:

Office Seal

(All details quoted above to be supported by respective bank's declaration)

## Annexure 8–Commercial bid.

(NOT TO BE UPLOADED ALONG WITH TECHNICAL BID)

**To be submitted Online only**

**Name of Bidder:**

**Address of Corporate Office:**

**Commercials for Selection of vendor for providing End To End Centralized TDS Management Solution for the period of 5 years as per terms stipulated in GEM TENDER**

**GeM Tender Reference No;**

| Description       | Total Number of Branches<br>(A)  | Price (per Branch/ Office per year)<br>(B) ₹ | No. of years<br>(B1) | Price (per Branch/ Office for 5 years)<br>(B2=BxB1) ₹ | GST @18%<br>(C) ₹ | Total Price Per Branch for 5 years<br>(D= B2+C) ₹ | Total Cost of Ownership (TCO)/Total Project Cost<br>(E=A x D) ₹ |
|-------------------|--|--|----------------------|---|-------------------|---|---|
| <b>Total Cost</b> | 4649*<br>No of Branches as on 31.03.2025= 4545 + 90 ROs+ 13 ZO+ 1 Central Office | XXX  | 5                    |   |                   |   |   |

**\*Number of Branches/Offices are subject to change. TCO will remain same irrespective of any increase/decrease in number of Branches/offices during the contract period.**

**Notes:**

1. All Deliverables to be supplied as per GEM tender requirements provided in the tender document.
2. The service Charges need to include all services mentioned in the GEM TENDER.
3. Any column left blank by the bidder will result in disqualification of the bid.
4. This shall be inclusive of all the components and services mentioned in the tender document as per scope mentioned in Section III.
5. Prices quoted shall be inclusive of all taxes, duties and GST and the price arrived / discovered through RFP will be valid for the contract period of 5 years.

6. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
7. The prices quoted should also include charges towards Professional Charges , freight, forwarding, delivery, installation, insurance charges, transportation, configuration/reconfiguration and integration, Travel, lodging, boarding, other administrative expenses. Bank will not pay any additional charges other than those mentioned above for deriving Total Cost of Ownership.
8. The branches and office mentioned above may be increased /decreased as per Bank requirements. TCO as quoted above will remain the same if there is any increase/decrease in number of Branches/Offices.
9. Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.
10. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
11. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
12. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
13. If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
14. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
15. NSDL fees (now Protean) paid on account of filing/revision of returns will be on actual basis and is not the part of above cost
16. All licenses related to this end-to-end centralized TDS management solution will be in the name of Bank. However, Bank is providing database licenses of Oracle 19C and above as well as Windows Server 2016 & above if required but bidder need to arrange support for Oracle Database and OS.
17. Bidder need to apply the patches as well as security updates and implement Bank's Base line security as per Bank's IT security policy.
18. All the related Software such as operating system, Java, Apache tomcat, Search engine etc., if any, must be included in above commercials. Bank will not allow any fresh purchase. If anything missed and required for all above Solutions. It will be the responsibility of Bidder to provide the same.
19. Bidders are required to provide item wise full description of Hardware / networking equipment required along with make/ mode & size with full configuration for each item of hardware/ networking equipment



20. All the changes sought by Regulator and statutory authorities received from time to time during contract period and subsequent renewals, if any, must be carried out at no extra cost to the Bank.
21. The total project cost quoted shall be inclusive of supply, installation including duties, levies, taxes if any including GST.
22. Do not change the structure of the format nor add any extra items.
23. The total price quoted above will be considered as full project cost for execution of end-to-end deliverables of scope defined in the terms of reference.
24. No counter condition/assumption in response to Price Bid will be accepted. Bank has a right to reject such bid.

We certify that the items quoted above meet all the technical specifications, Functional requirements, technical requirements as per Annexures of this tender and prices quoted are all in compliance with the terms of this tender. We also confirm that we agree to all the terms and conditions mentioned in this tender document. We also agree that this offer shall remain valid for a period of 120 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

**Authorized Signatory:** \_\_\_\_\_

**Place:**

**Name & Designation & mail id:**

\_\_\_\_\_

**Date:**

**Business Address:**

## **Annexure 9 - Undertaking by Bidder**

**Place:**

**Date:**

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

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

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

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

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)Date

## **Annexure 10– Confidentiality / Non-Disclosure Agreement**

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of 2025, and shall be deemed to have become in full force and effect from (the “EffectiveDate”).

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

Central Bank of India, a nationalized Bank constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its registered office at Chandermukhi, Nariman Point, Mumbai, India -400 021 & Customer Care Department at 2<sup>nd</sup> Floor, MMO Building, Fort Mumbai 400023(hereinafter referred to as “Central Bank of India” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

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

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

WHEREAS:-

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

### **NOW THIS AGREEMENT WITNESS:**

#### **1. Interpretation**

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

may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

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

## **2. Confidentiality:**

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

I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

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

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

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

**3. Return or destruction:**

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

**4. Permitted disclosure:**

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

**5. Ownership of Information:**

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

**6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

**7. Remedies and Relief:**

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

**8. No Assignment**

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

**9. Severability**

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

**10. Delay or Waiver**

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

**11. Notices**

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

## **12. Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of FIVE Years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non- defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

## **13. JURISDICTION FOR DISPUTE RESOLUTION:**

All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this RFP Document or breach thereof shall be settled amicably. In case they are not able to settle the disputes or differences between them amicably, the same shall be settled by fast track arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) or other Indian Laws relating to arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Parties to the dispute shall mutually appoint the sole arbitrator for adjudication of dispute. In case, the Parties fail to appoint arbitrator, the same shall be appointed in accordance with Arbitration and Conciliation Act, 1996 (as amended from time to time) or other Indian Laws relating to arbitration. The matter and decision of such appointed sole arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

## **14. Governing Law**

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

## **15. Indemnity**

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

## **16. Modification**

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

## **17. Headings**

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

**18. Counterparts**

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS DAY OF 2025

Signed and delivered by

Signed and delivered by

M/s \_\_\_\_\_

Central Bank of India

Signed by:

Signed by:

Name .....

Name .....

Title .....

Title .....

in the presence of

in the presence of

.....

.....



## **Annexure 11 – Reference Site Details**

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

Please provide reference details in the format defined below:

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

(Enclose necessary documentary proof)

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

Dated this..... Day of ..... 2025

(Signature)

(In the capacity of)

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

## **Annexure 12 – Details of Hardware & Operating System Requirement**

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

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

**Note:**

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

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

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

Yours faithfully,

Authorized SignatoryName:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

### **Annexure 13 – Format for Performance Bank Guarantee (Covering Delivery obligations)**

NOTE:

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

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Dear Sir,

In consideration of Central Bank of India, Customer Care Dept, 2<sup>nd</sup> Floor, Mumbai Main Office, Fort, Mumbai 400023 placing an order for selection of vendor for providing End to End Centralized TDS Management Solution & on\_\_\_\_having registered office at\_\_\_\_(herein after called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no. \_\_\_\_\_dated\_\_\_\_\_(herein after called the said contract), we\_\_\_\_\_(Name of the Guarantor Bank), a 'scheduled Bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_

\_\_\_\_\_  
(herein after called the bank), do hereby irrevocably and unconditionally guarantee the Bank for due performance of the vendor for Selection of vendor by the Bank for Supply, Implementation and

Maintenance of end to end centralized TDS management solution as per scope of work as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency of the contract stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

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

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

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

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

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

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

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 5% of the TCO.
- II) This bank guarantee shall be valid up to..... (Date of expiry of Bank Guarantee).
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before .....(date of expiry of Guarantee plus claim period = Claim date) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.Date:

WITNESS:

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

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

## **Annexure 14 – Pre-Contract Integrity Pact**

**Tender Ref. No:.....**

### **INTEGRITY PACT**

Whereas Central Bank of India having its registered office at Chandermukhi, Nariman Point, Mumbai, India -400021 acting through its Customer Care Department at 2<sup>nd</sup> floor, MMO Building Fort, Mumbai 400023 represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

M/s \_\_\_\_\_ And  
represented by \_\_\_\_\_ Chief  
Executive  
Officer,

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

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

#### **1. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of \_\_\_\_\_ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

## **2. Commitments of the Buyer**

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

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

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

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

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

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

#### **4. Agents / Agency Commission**

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



## **5. Previous Transgression**

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

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

## **6. Company Code of Conduct**

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

## **7. Sanctions for Violation**

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

## **8. Compensation for Damages**

a. If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

b. If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **9. Price Fall Clause**

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

## **10. Independent External Monitor(s)**

10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

10.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Central Bank of India, Chander Mukhi, Nariman Point, Mumbai 400021, within 2

weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

## **11. Law and Place of Jurisdiction**

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

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

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

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

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

## **14. Other Provisions**

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

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

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

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

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

**14.6.** The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

Signature:

General Manager/Dy G M,  
.....Division

Date:

Stamp:

Witness

1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_

BIDDER \* /SELLER\*

Signature:

Authorized Signatory (\*) Central Bank of India,

Date:

Stamp:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

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

## **Annexure 15 – Pre-Bid Query Format**

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

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

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

Place:

Date: Signature:

Name & Designation:Business Address:

## **Annexure 16 – Know Your Employee (KYE) Clause**

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

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

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

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

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

Signature of Competent Authority with company seal \_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

## **Annexure 17 – Certificate for Confirmation of MSME/NSIC Firms**

(in Letter head of Chartered Accountant)

**Date:**

### **TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, and Turnover is Rs. \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2025. Further we certify that the Company is classified under MSE as per MSME Act 2006.

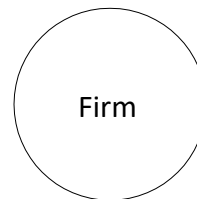
We have checked the books of the accounts of the company and certify that the above information is true and correct.

.  
.....  
.

Chartered Accountant Firm Name Signature

Name Reg.No. ....

VID No..



## **Annexure 18 – Certificate of Local Content for Make in India (MII)**

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

Date:

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Dear Sir,

**Ref.: RFP No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

1. This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

3. \_\_\_\_\_ (Details of Locations where value additions are made and break up of local content percentage should be provided)

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorised Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_



## **Annexure 19 - Restriction on Procurement due to National Security**

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

Date:

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Dear Sir,

Ref.: RFP No.: \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

Yours faithfully,

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

## **Annexure 20 – Scoring Methodology**

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

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

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

### **Technical Bid Evaluation**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

Only those bidders confirming compliance to all the terms & conditions of RFP document and score minimum 70% in the Technical Score Evaluation shall be short-listed for commercial stage.

Final decision for qualification in Technical Evaluation is at the discretion of the Bank.

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

| Sr No           | Parameter  | Basis of evaluation   | Marking System  |                 |                |           |   |           |   |            |   |    |
|-----------------|--|---|---|-----------------|----------------|-----------|---|-----------|---|------------|---|----|
|                 |  |   | Criteria  | Max marks       |                |           |   |           |   |            |   |    |
| 1               | Number of end-to-end centralized TDS management solution implementation completed in other banks as per eligibility criteria (Annexure- C) in the last 3 years. ** | Purchase Orders from Scheduled commercial Banks at the H.O. level | <table><tr><td>No. of Branches</td><td>Marks per Bank</td></tr><tr><td>2001-3000</td><td>2</td></tr><tr><td>3001-4000</td><td>3</td></tr><tr><td>Above 4000</td><td>5</td></tr></table>     | No. of Branches | Marks per Bank | 2001-3000 | 2 | 3001-4000 | 3 | Above 4000 | 5 | 15 |
| No. of Branches | Marks per Bank   |   |   |                 |                |           |   |           |   |            |   |    |
| 2001-3000       | 2  |   |   |                 |                |           |   |           |   |            |   |    |
| 3001-4000       | 3  |   |   |                 |                |           |   |           |   |            |   |    |
| Above 4000      | 5  |   |   |                 |                |           |   |           |   |            |   |    |
| 2               | Adequacy of manpower to take care of Company's requirements for successful implementation  |   | 2 Marks for each Professional staff<br><br>“Professional Staff” means full-time staff with minimum qualification of Chartered Accountant/Cost Accountant on the payroll of the bidder firm. | 10              |                |           |   |           |   |            |   |    |

**RFP for Selection of vendor for providing end to end centralized TDS management solution.**

| 3  | Functional/Technical Specifications compliance               | As per Technical specification requirement Given in Annexure- E. |  | 40         |           |  |   |  |    |    |
|--|--|--|--|------------|-----------|--|---|--|----|----|
| 4  | Presentation cum interview                                   |  | <table><tr><th>Parameters</th><th>Max Marks</th></tr><tr><td>Quality of Product/solution/ user friendliness</td><td>5</td></tr><tr><td>POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage &amp; process speed.</td><td>10</td></tr></table>   | Parameters | Max Marks | Quality of Product/solution/ user friendliness | 5 | POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage & process speed. | 10 | 15 |
| Parameters   | Max Marks  |  |  |            |           |  |   |  |    |    |
| Quality of Product/solution/ user friendliness   | 5  |  |  |            |           |  |   |  |    |    |
| POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage & process speed. | 10   |  |  |            |           |  |   |  |    |    |
| 5  | Technical Criteria compliance as per Technical Specification |  | <p>Technical Presentation with Product Demonstration on Proposed Solution by the Bidder: Technical presentation will be evaluated on the following parameters:</p> <div><div>1. Proposed Solution features (adaptability, accuracy, flexibility, stability, suitability, feasibility etc.,)</div><div>(4)</div></div> <div><div>2. IT architecture, approach and methodology</div><div>(4)</div></div> <div><div>3. Future scalability/ customizability.</div><div>(4)</div></div> <div><div>4. Compatibility with existing systems such as CBS, HRMS, GBM,VPM, Cent e-Trade, etc.</div><div>(4)</div></div> | 20         |           |  |   |  |    |    |

|  |                    |  |   |            |
|--|--------------------|--|---|------------|
|  |                    |  | 5. Security Aspects<br>Product Demonstration: Demonstration of in-depth understanding of the proposed project's technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure 6. In case Bank during this demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted. | (4)        |
|  | <b>TOTAL MARKS</b> |  |   | <b>100</b> |

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

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

Total marks obtained will be proportionately converted to the maximum score of 100 marks in Annexure 20 – Methodology of Scoring.

**Example:** If one bidder gets 190 marks out of 225 marks in Annexure 6, the final score will be obtained by  $190/225 \times 40 = 34$  marks out of 40 in Annexure 20 –Methodology of scoring.

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary. The Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the scoring under this parameter.

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

The Commercial Bids of bidders who qualified in technical evaluation shall be opened and the final selection will be done as per Reverse Auction.

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

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

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## **Annexure 21 - Letter of Authority for Participation in Reverse Auction**

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

1. We\_\_\_\_(name of company) have submitted our bid for participating in Bank's RFP reference number\_\_\_\_(ref no of RFP) dated\_\_\_\_for selection of vendor for providing end to end centralized TDS management solution.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr./Ms. , designated as of our company to participate in Reverse Auction.
4. We accordingly authorize Bank to issue user ID and password to the above-named official of the company, if any.
5. Bank shall contact the above-named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honour the Bids placed by Mr./ Ms.\_\_\_\_on behalf of the company in the auction process. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal Name –

Company/ Organization

Designation within Company / OrganizationAddress of Company / Organization

Date:

Name of Authorized Representative: \_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature

Signature of Competent Authority: \_\_\_\_

Date: \_\_\_\_



## Annexure 22 – Bid Security (Earnest Money Deposit)

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Dear Sir,

**Subject: Request for Proposal (RFP) for Selection of Vendor for providing End to End Centralized TDS Management Solution.**

In response to your invitation to respond to your RFP for \_\_\_\_\_, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the "Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the "Bidder" has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs 8,00,000/- (Rupees Eight Lakh Only)** as bid security as required to be submitted by the "Bidder" as a condition for participation in the said process of RFP.

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 8,00,000/- (Rupees Eight Lakh Only)**
2. This Bank guarantee will be valid up to \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_

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

Yours faithfully,  
For and on behalf of \_\_\_\_\_  
Bank Authorised Official



## **Annexure 23 - Undertaking of Information Security**

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

**Place:**

**Date:**

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Sir,

**Subject: Request for Proposal (RFP) for Selection of Vendor for providing End to End Centralized TDS Management Solution.**

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

Yours faithfully,

Authorized SignatoryName:

Designation:

Vendor's Corporate Name

Address

Email and Phone #





**ANNEXURE 24- AUTHORIZATION LETTER FORMAT (Pre-Bid Meeting)**

**(On organizations letter head)**

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

**Dear Sir,**

**SUB: Authorization Letter for attending the Pre-bid meeting and Bid Opening**

**REF: YOUR RFP NO:**

This has reference to our above RFP for **Selection of Vendor for providing End to End Centralized TDS Management Solution**, Mr. / Ms. Is

hereby authorized to attend the Pre-bid meeting & Bid opening of the subject RFP

-

on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

Attested  
photograph of  
authorized persons

Specimen Signature of Mr./Ms

Signature of Authorizing Authority/Signature of Attesting Authority

**Name and designation of Authorizing Authority Place**

**Date**

**Seal**



## **ANNEXURE 25 - UNDERTAKING FOR LABOUR LAWS COMPLIANCE**

To  
Assistant General Manager  
Central Bank of India,  
Customer Care Dept,  
2<sup>nd</sup> Floor, Mumbai Main Office,  
Fort, Mumbai 400023

Sir

**Reg: RFP for Selection of Vendor for providing End to End Centralized TDS Management Solution.**

We, M/s\_\_\_\_\_undertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the date of this undertaking will ensure compliance for the contracted period (also in case enhance the same).

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email Id:**

**Mobile No:**

**Telephone No:**

**Seal of Company**

**Bank Response to Pre-bid Queries - Reference to Bid Number: GEM/2025/B/6192798 – For Selection of vendor for providing End to End Centralized TDS Management Solution**

| Sl No | Clause No. | Page No. | Clause  | Query   | Bank Response   |
|-------|------------|----------|---|---|---|
| 1     | 2.1.34     | 20       | The selected bidder has to clear all the defaults pending under all TANs of Bank (incl. functional and non-functional TANs), whether arising before or after appointment of the selected bidder.  | Request you to kindly confirm the total number of TANs where TDS defaults have been identified, along with the cumulative amount of such defaults across all TANs.              | The information will be shared with the selected bidder.  |
| 2     | 2.1.54     | 22       | The selected bidder should file reply to the notices related to the customers which are received from Income Tax Dept. u/s 131 with related sub sections, 133 related sub sections, 226, etc. through compliance portal, reporting portal, e-filing portal, etc. along with its tracking and ensure timely submission of response to Income Tax Dept and store acknowledgements received from Income Tax Dept. on filing of response for future reference. It should facilitate circulation of these notices to respective Branch, RO and ZO followed by its communication to the concerned Branch/RO/ZO over mail. It should have option for bulk download of notices. | Kindly provide the approximate volume or number of notices received by the Bank under Section 133(6), to help us assess the workload and scope of notice management accurately. | It ranges between 6000-8000 notices and it varies as sometimes notices are served through physical letters. |



**Bank Response to Pre-bid Queries - Reference to Bid Number: GEM/2025/B/6192798 – For Selection of vendor for providing End to End Centralized TDS Management Solution**

|   |        |    |  |  |  |
|---|--------|----|--|--|--|
| 3 | 2.4.1  | 30 | The bidder has to submit the infrastructure requirement for the implementation of solutions as per scope of work to the Bank. Bank is having EULA arrangement for Oracle and having licenses for Windows 2016 and above. Accordingly, if the database proposed by the vendor is Oracle and OS is Windows 2016 and higher no cost is to be mentioned/ included in the Bid, but bidder need to arrange for support of Oracle database and OS. However, the license requirement should be clearly mentioned separately in the technical offer/document. | Kindly clarify whether bidders proposing a database other than Oracle need to include the corresponding licensing cost in the commercial bid. Additionally, please specify the appropriate section in the commercial bid format for quoting such costs, as the current format does not have a designated field for the same. | As per our tender document, Commercial Bid should be all inclusive cost on per Branch Basis incurred on carrying out the tasks/works as per the scope of work of this RFP. Thus, there is no separate section for any specific cost.   |
| 4 | 8      | 12 | Other acceptable standards” to be considered   | Can the bank elaborate on this ?   | Standards as defined/amended by Income Tax Dept.,Regulators,etc from time to time and also as per customer needs as emerged alongwith Bank Needs like timeline compliance of IT, Reporting formats , customer notification templates etc.  |
| 5 | 2.1.13 | 18 | 2.1.12 Report option should be available at the front-end level at various locations.  | Can the bank list out what type of reports to be made available.   | Reports such as that containing Deductee records having form 60/61, inoperative PAN, Short deduction report,Mock report of TDS remittance, report after remittance,challan utilization report, reports as per requirement from regulators, auditors,etc. This is an indicative list and it may vary as per the requirements. |



**Bank Response to Pre-bid Queries - Reference to Bid Number: GEM/2025/B/6192798 – For Selection of vendor for providing End to End Centralized TDS Management Solution**

|   |        |    |   |   |  |
|---|--------|----|---|---|--|
| 6 | 2.1.14 | 18 | All backdated report should generate the information as on the given date irrespective of subsequent modifications.   | Can the bank elaborate on this ? Backdated is been perefered from which period. | 1. Reports related to end- to end solution should be made available from the date of go live of the solution of selected bidder.<br>2. Reports sourced from TRACES, Income Tax Dept portals,etc should be made available as and when required irrespective of the period.      |
| 7 | 2.1.40 | 21 | The selected bidder should have a software solution which includes a provision of Dash Board which displays filing status, records with default if any, PAN not available cases, error records with reasons, conso file status (TRACES), challan utilization and other parameters required by the Bank from time to time. | Can the bank elaborate what are "other parameters required by the Bank"         | For compliance of the instructions emerged through the instructions from Bank,Auditors, Regulators,etc. It may vary as per Bank's requirements to improve customer service.  |
| 8 | 2.1.45 | 21 | System should have DLC interface in built   | Can the bank elaborate on this ?  | Delivery Channels such as SMS and mailing system eg:- Circulation of TDS certificate on customers registered mail id, TDS complaint status to customer on their registered mail id,Mobile number. Further scope may also include any new evolving technical changes in future. |



**Bank Response to Pre-bid Queries - Reference to Bid Number: GEM/2025/B/6192798 – For Selection of vendor for providing End to End Centralized TDS Management Solution**

|   |        |    |  |                                  |   |
|---|--------|----|--|----------------------------------|---|
| 9 | 2.2.19 | 23 | The solution must be capable of providing tracking on dashboards & Reports on the initiated Digital Platform | Can the bank elaborate on this ? | Accessibility of TDS Certificates to the customers on the authorised platforms like Digilocker and on any future alternative delivery platform. Bidder's Solution should have the complaint tracking dashboards displaying complaint status , Generation of location wise complaint status reports,etc. Availability of TDS Certificates on Bank's digital platforms such as Mobile Banking and Internet Banking. |
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