

***Central Bank of India***

***Department of Information Technology,***

*1st Floor, Plot no-26, Sector-11*

*CBD Belapur, Navi Mumbai-400614*

**Limited Tender No.** CO:DIT:PUR:2023-24: 387 **dated 05/08/2023**

Request for Proposal (Bid) Document

***For***

Procurement of Business Intelligence (BI) Software Tableau

(Software Licenses Subscription Delivery, Implementation, Support & Training)

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**List of abbreviations**

AMC Annual Maintenance Contract ATS Annual Technical Support

BI Business Intelligence

BOM Bill of Material

CBS Core Banking Solution

CGST Central Goods AND Services Tax CO Central Office

CSP Cloud Solution Provider

DC Data Centre

DRC Disaster Recovery Centre

EMD Earnest Money Deposit

FY Financial Year

GST Goods and Services Tax

GSTR Goods and Services Tax Return IGST Interstate Goods and Services Tax ITR Input Tax Credit

JV Joint Venture

LOI Letter of Intent

OEM Original Equipment Manufacturer PBG Performance Bank Guarantee

PO Purchase Order

RFP Request for Proposal

RO Regional Office

SGST State Goods and Services Tax SLA Service Level Agreement

TCO Total Cost of Ownership

ZO Zonal Office

# Invitation for Limited Tender offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4617 branches spread across India, intends to Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training).

Bank invites online Limited Tender offers (Eligibility criteria and Commercial offer) from eligible Salesforce authorized channel partners for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) as specifications mentioned in Annexure-1A.

A complete set of Limited Tender documents may be purchased by interested bidders on payment of non-refundable ₹2,000/- (Rupees Two Thousand only) including taxes by demand draft/ banker’s cheque/RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Limited Tender ref no CO:DIT:PUR:2023-24:387 in favor of “**Central Bank Of India”** and payable at **Mumbai/Navi Mumbai.** The proof of cost paid of Limited Tender Document to be uploaded with the Technical Bid, by those who want to download the RFP from Website**.**

The details are given below:

|  |  |
| --- | --- |
| Limited Tender Reference Number | CO:DIT:PUR:2023-24:387 |
| Cost of RFP Document – non refundable | ₹ 2,800/- (Rupees. Two Thousand Eight Hundred only) including taxes |
| Date of Issue of RFP | 05.08.2023 |
| Bid Security (EMD) | ₹ 5,60,000/- (Rupees. Five Lakh Sixty Thousand Only) |
| e-mail IDs for sending queries and Last Date for submission of queries | [cmidacds@centralbank.co.in](mailto:cmidacds@centralbank.co.in)  cmadhocreport@centralbank.co.in  [smitpurchase@centralbank.co.in](mailto:smitpurchase@centralbank.co.in), latest by -10.08.2023 up to 15:00 hrs |
| Date and time for Con call/web based Pre-Bid Meeting, | 11.08.2023 15:00 hrs |
| Last Date and Time submission of Bids Mode of bid submission & online portal’s URL | 02.09.2023 up to 15:00 hrs  Mode-Online  URL: https://centralbank.abcprocure.com/EPROC |
| Time & Date of Opening of Eligibility Criteria | 02.09.2023 at 15:30 hrs |
| Response Types | 1. Document Cost + Bid Security + Eligibility Criteria |
| 2. Commercial Bid |
| Address for Communication | Asst. General Manager-IT  Central Bank Of India  Department Of IT ( DIT), 1st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614  Mail address: [smitpurchase@centralbank.co.in](mailto:smitpurchase@centralbank.co.in), |
| Contact Telephone Numbers | 022- 67123678/80, 67123669 |

The pre bid meeting will be held as con call or web link with the bidders who have submitted proof of remittance of document cost or exemption certificate of MSE by email to the Bank on or before the stipulated date and time.

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

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

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

Bid Security mentioned above must accompany all Limited Tender offers (technical bid) as specified in this Limited Tender document.

Any Limited Tender received without Document Cost and/or Bid Security, will be disqualified.

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

## Assistant General Manager-IT Central Bank of India, DIT,

**CBD Belapur, Navi Mumbai-400614**

**DISCLAIMER** The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (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 is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

# Eligibility Criteria

The Bidder must fulfill following eligibility criteria to be evaluated in Limited Tender. Non- Compliance of any of these criteria would result in outright rejection of the Bidder’s proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. The decision of Bank would be final and binding on all the Bidders to this document. Bank may accept or reject an offer without assigning any reason whatsoever.

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Eligibility of the bidder** | **Documents to be submitted** |
| 1. | The bidder should be authorized Channel Partner of M/s Salesforce (Tableau). | Sales force (Tableau) Authorized Channel Partner certificate to be submitted |
| 2. | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority | Certified copy of the registration certificate(as per point 12) |
| 3. | Bidder should be a Registered company under Indian Companies Act.1956/2013 and should have been in existence for a minimum period of 5 years in India, as on date. | Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder. |
| 4. | The Bidder should be a reputed IT company having existence in India for at least 5 years as on 31/03/2023 | Copy of the Certificate of Incorporation issued by Registrar of Companies |
| 5. | Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office | Proof of registration with GSTIN |
| 6. | The bidder must have average turnover of minimum ₹10 Crores in IT business in the last three financial years (i.e. 2019-20, 2020-21, 2021-22 ) as per the audited balance sheet of these three years at the time of submission of , of individual company and not as group of companies. | Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY. |
| 7. | The bidder should have made Operating profits in at least two financial years out of last three financial years (i.e. 2019-20,2020-21 and 2021-22) | Copy of audited balance sheet and Certificate of the Chartered Accountant for respective FY |
| 8. | The bidder should have a positive net worth in two out of last three financial (i.e. 2019-20 2020-21 and 2021-22) | Certificate of the Chartered Accountant for respective FY |
| 9. | Bidder should neither have filed for insolvency/liquidation in any country including India nor any such proceeding should be pending against the Bidder. | Self-declaration on Company’s letter by the Authorized Signatory in original |
| 10. | At the time of bidding, the Bidder/OEM should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU/PSE/ or Banks, Financial institutes for any reason or non- implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the Eligibility Criteria/technical bid. | Submit the self-declaration on Company’s letter head |
| 11. | At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the  Bank regarding supply of goods/services | Submit the self-declaration on Company’s letter head |
| 12. | Bidder/OEM should not have   * NPA with any Bank in India/financial institutions. * Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank | Submit the self-declaration on Company’s letter head |
| 13. | Vendor must have either their Registered office or their Branches in the locations of Mumbai / Navi Mumbai | Submit self-declaration on Company’s letter head. |
| 14. | Exemption of EMD amount and document cost for MSEs | The bidder having MSE Certificate valid as on the date of submission of bid, will be exempted from EMD amount/ document cost as per government guidelines. Copy of certificate should be submitted by bidder. |
| 15. | Bidder Should have at least 3 years experience as on 30/06/2023 for delivery and Implementation of Tableau licenses and Services to Schedule Commercial Banks in India. | Copy of PO / Completion Certificate from Banks |

Further as per the amendment and insertion of Rule 144 (xi) in the General Financial Rules (GFRs)2017, no procurement shall be made in violation of restrictions as imposed by Government of India Hence the cross border bidders needs to ascertain the appropriate approvals from competent authorities.

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

# Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of “Central Bank of India” payable at Mumbai, towards bid security of ₹5,60,000/- (Rupees. Five Lakh Sixty Thousand Only). The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Limited Tender ref no CO:DIT:PUR:2023-24:387

## The Bid Security shall be liable to be forfeited:

1. if a Bidder withdraws its Limited Tender during the period of tender validity (valid for 120 days from the last date of bid submission); or
2. if the Bidder does not accept the correction of its Limited Tender Price; or
3. if the successful Bidder fails within the specified time to:
   1. Sign the Contract; or
   2. Furnish the required security deposit.

**The Bid Security will be refunded to** The Successful Bidder, only after delivering the Proof of Entitlement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training).

The EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder‘s furnishing of the security deposit.

# Performance Bank Guarantee

* 1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from any scheduled commercial Bank, in the format given by the Bank in Annexure – 12. The bidder is required to submit PBG for an amount equivalent to 10% of order value valid for 5 years plus 60 days. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder
  2. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor (in presence of Notary appointed under Notaries Act, 1952 and noted in Notary’s Register) with authorization to sign the documents.
  3. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
  4. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
  5. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
  6. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract.
  7. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
  8. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

# Cost of Bidding

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

# Manufacturer’s Authorization form

Salesforce (Tableau) Authorized Channel Partner certificate to be submitted.

# Scope of Work

The service provider/vendor is required to supply Tableau License Subscription with End to End Data Management. The period of contract will be for Five years (05 years) beginning from the date of commissioning & activation of TABLEAU Licenses Subscription and extendable for further period.

**Supply of Tableau Licenses Subscription**

The bidder needs to supply the Licenses subscription as mentioned for the Tableau from the OEM. The contract will be initially for Five (05) years period. The subscription should cover the following:

* + 1. Latest software version and updates of Creator, Explorer and Viewer etc. Updates should include Major product and technology releases, general maintenance releases, selected functionality releases, and documentation updates.
    2. Upgrades- fixes, security errata and critical patch upgrades.
    3. The Required technical support of problems/Issues.

**Technical Resource – Tableau**

The bidder shall provide Technical Resource – (Tableau Developer) onsite in the premises of Central Bank of India (CBI) support during the period of contract. The contract will be for Five years (05 years) and it will be reviewed yearly to continue the same.Tableau Developer would be provided Seat with Desktop machine in Central Bank of India Premises.

Bidder should follow Bank Policy during onboarding and Replacement of Resource & provide BGV (Back ground verification) and Certified Personal Identity Proof and Company ID. Bidder should ensure proper Handover of Knowledge and Training to the newly joined Resource before replacement of Existing Resource.

The resource for this Platform Services will have following qualification

* Must have at least 3-5 years of Tableau developer experience
* Proficiency in use of query and reporting analysis tools.
* Extensive experience in developing, maintaining and managing Tableau driven dashboards & analytics and working knowledge of Tableau administration/architecture
* Expertise in Standard TABLEAU Installation & Configuration
* Expertise in TABLEAU Proactive Health Check Up
* Resource can help quickly develop, validate and implement TABLEAU programs and produce derived datasets for analysis and generating & documenting tables, listings and graphs for reports
* Proficiency in data-handling and analysis software Experience in extracting data and creating TABLEAU datasets from various sources
* Expertise in Visualization, Reporting, Backup etc.
* Expertise in project management, requirements gathering, Tableau development, and Tableau Server configuration and handling all Tableau Products (Tableau Desktop, Tableau Explorer and Tableau Viewer).
* Excellent analytical skills to analyze business needs.
* Problem-solving skills to resolve the issues that appear during development.

**Description of Work**

|  |  |
| --- | --- |
| **Activity Type** | **Description of Services** |
| TABLEAU  Developer/Creator | 1. Establish data pipeline from SDR, CBS, other data sources to facilitate data visualization for creators and explorers 2. Creating visualizations for the data extracted with the help of Tableau 3. Identifying patterns and meaningful insights from data by analyzing it 4. Designing dashboards 5. Publish Dashboard to Tableau Server & User Management 6. Managing date extracts 7. Examining glitches in business processes and resolving them 8. Developing reference documents or reports for the finalized project 9. Developing, maintaining, and managing reporting, analytics, dashboards 10. Performing and documenting data analysis, data validation, and data mapping/design. 11. Best practice Tableau dashboard development |
| TABLEAU  Installation & Configuration Support | 1. Familiar with Installation, configuration, patching and upgrading of Tableau tool across the environments 2. Manage the application’s users, groups, and integration with Active Directory 3. Automate monitoring & server job processes 4. Knowledge of Tableau Licensing 5. Should be familiar with tableau migration and scheduling. 6. Experience in taking back ups and restoration of Tableau repository 7. Good knowledge on Tableau Metadata tables and Oracle, PL/SQL,DB2,SQL Server |
| General / Other Activities | 1. Knowledge Transfer, Documentation 2. Defining access control levels for different types of users 3. Testing the reports for formatting and data correctness, and publishing the workbooks on the Tableau server for scheduled refreshes. |

**Training for Bank Team**

Onsite Training would be provided to the bank team (Approx. 30 Members) at Mumbai/Navi Mumbai location. The training should be for 5-days for Creator (Integration & Configuration) for 10 members and 5-days for Explorer/Developer separately for 20 members. During the Training complete features and functionality of The Tableau tool to be explain, and dashboards building from scratch along with complete documentation and Study material.

The course curriculum should cover at least below topics (can be more detailed):

1. Introduction to Data Visualization and the power of Tableau
2. Architecture of Tableau
3. Charts and Graphs
4. Working with Metadata and Data Blending
5. Advanced Data Manipulations
6. Working with Filters
7. Organizing Data and Visual Analytics
8. Working with Mapping
9. Working with Calculations and Expressions
10. Working with Parameters
11. Dashboards and Stories
12. Tableau Prep
13. Integration with R/Python/SPSS

**Contract Term**

The initial term of the contract shall be for Five years from date of successful commissioning and activation of Licenses at Central bank of India and renewable for further period.

The resulting contract will be of effect after signed by both parties. Performance shall be commencing after a valid contract has been executed between the successful Bidder and Central bank of India.

# Delivery Schedule

The successful Bidder will provide proof of entitlement, delivery and commissioning of Business Intelligence (BI) Software Tableau (Software Licenses Subscription) within 4 week from date of acceptance of purchase order. Bidder will thereafter submit proof of entitlement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription) years well before expiry support for the previous years.

# 

# Bid Submission

* All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Bidder who lodges a late RFP response for any reason whatsoever.
* “**Cost of Limited Tender Document**” may be paid through NEFT favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.-3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favoring Central Bank of India, payable at Mumbai, which is non- refundable, must be submitted separately along with RFP response. The RFP response without proof of payment of application money or cost of Limited Tender document shall not be considered and shall be rejected, except in case of bidder being MSE.
* The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission The RFP response without proof of amount paid towards Application Money

/ Bid Security is liable to be rejected.

* **Bid Security / Earnest Money Deposit:** “**Earnest Money Deposit**” shall be paid through NEFT (National Electronic Fund Transfer) favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.- 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank
* Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure- 13 Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.
* Integrity Pact duly signed by the Authorized Signatory, has to be submitted along with the technical and commercial bids. Otherwise the offer will be summarily rejected.

## 8.1 Instructions to Bidders – e tendering

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

## Registration Process for Bidders

* + 1. Open the URL: https://centralbank.abcprocure.com/EPROC/
    2. On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
    3. Register yourself with all the required details properly.
    4. TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
    5. LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them. By logging in to portal, it is deemed that user has read and accepted the Terms and Conditions.

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

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

* + 1. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
    2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

## Preparation & Submission of Bids

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

## Do’s and Don’ts for Bidder

* + Registration process for new Bidder’s should be completed at the earliest.
  + The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
  + Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder’s infrastructure and connectivity.
  + To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
  + Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
  + Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last hours as the portal is managed by e-procurement service provider.
  + Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
  + Part submission of bids by the Bidder’s will not be processed and will be rejected.

## Terms & Conditions of Online Submission

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

Further, any technical glitch occurred during bid submission should be reported at least 04 hours before the bid closing time and not after that. Any communication in this regard received within 04 hours of bid closing time shall not be entertained by Bank. Neither bank nor e-Procurement Service Provider shall be liable for non- submission of bid in the above mentioned circumstances.

1. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
2. Bank and / or e-Procurement Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
3. Bank’s e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
4. 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.
5. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering 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.
6. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

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

* + 1. **Pre-requisites to participate in the Tenders**

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

Registration of New Bidders: <https://centralbank.abcprocure.com/EPROC/bidderregistration>

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

## Preparation of Bid & Guidelines of Digital Certificate

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

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

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

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

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

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

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

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

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

## Recommended Hardware and Internet Connectivity

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

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

## Toolbar / Add on / Pop up blocker

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

## Online viewing of Detailed Notice Inviting Tenders

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

## Download of Limited Tender Documents:

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

## Online Submission of Limited Tender

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

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

## Notes:

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

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

Steps to encrypt and upload a document:

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

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

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

## Close for Bidding:

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

## Online Final Confirmation:

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

## Short listing of Bidders for Financial Bidding Process:

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

## Opening of the Financial Bids:

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

## Tender Schedule (Key Dates):

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

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

# Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure -10 duly stamped for ₹500. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

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

* + Shri Trivikram Nath Tiwari [ trivikramnt@yahoo.co.in ]
  + Shri Jagdip Narayan Singh [[[jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)](mailto:trivikramnt@yahoo.co.in) ]
* IEM‟s task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
* IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
* Both the parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

# Commercial Offer

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

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

1. The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.
2. The commercial offer should be in compliance with Technical configuration / specifications as per Annexure-1A.
3. The price to be quoted for all individual items and it should be unit price in Indian rupees.
4. In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.
5. The price is exclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.

# Price Negotiation: Negotiation will be held with L1 bidder after reverse auction.

# Evaluation and acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
2. In case, any of the successful bidder is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
3. Bank reserves the right to reject a bid offer under any of the following circumstances:
   1. If the bid offer is incomplete and / or not accompanied by all stipulated documents.
   2. If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
   3. If there is a deviation in respect to the technical specifications of hardware items.
4. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

# Land Border Sharing Clause

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

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

1. 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.
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
   1. An entity incorporated, established, or registered in such a country; or
   2. A subsidiary of an entity incorporated, established or registered in such a country; or
   3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   4. An entity whose beneficial owner is situated in such a country; or
   5. An Indian (or other) agent of such an entity; or
   6. A natural person who is a citizen of such a country; or
   7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (iii) above will be as under.
5. In case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or though one or more judicial person, has a controlling ownership interest or who exercises control through other means. Explanation –
   1. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
   2. “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.
6. 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.
7. 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-cents of the property or capital or profits of such association or body of individuals.
8. 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.
9. 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.
10. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

# General Terms

## Payment Terms

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

1. Bank will make 100% payment yearly on delivery, activation and commissioning of Business Intelligence (BI) Software Licenses subscription. Payment may be made yearly, in advance, for appropriate year wise amount as mentioned in the proposal submitted by the vendor and accepted by Bank.
2. Yearly advance payment of Software Licenses subscription will be made subject to submission of Bank Guarantee by vendor for the appropriate amount for that year, valid for 5 years and 60 days (which includes notice period of 60 days). Payment shall be released after submission of all relevant documents complete in all respect found in order by the office. Bank Guarantee will be released after expiry of one year. Vendor has the option to submit Bank Guarantee for TCO amount for 5 years and 60 days (which includes notice period of 60 days) also instead of submitting the BG for appropriate year wise amount, every year.
3. Payment for Technical Support Resource will be done at the end of each quarter in arrear and will be calculated on actual attendance at Central bank of India Office.
4. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS/Applicable taxes. The Successful Bidder to provide necessary Bank Details like Account No., Bank’s Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

## Fixed Price and Taxes

1. The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies.

No price variation relating to increases in applicable taxes customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other Tax being applicable after placement of order, during currency of the project only.

1. Taxes:
2. The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.
3. In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
4. Goods and Services Taxes (GST) and its Compliance
   * 1. 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-
     2. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self- maintaining tax law based on processes.
     3. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
     4. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
     5. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
5. 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.

## Penalty Clause

The vendor must strictly adhere to the schedule for delivery of Proof of Entitlement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training). Failure to meet the delivery schedule, unless it is due to reasons entirely attributable to Bank, may constitute a material breach of the Bidders performance. In the event Bank is forced to cancel an awarded contract (relative to this Tender) due to Bidders inability to meet the delivery schedule, Bank will take suitable penal action as deemed fit.

**Penalties:** The successful Bidder shall agree to a penalties structure in accordance with the following:

## For delay in delivery of Licenses: The successful Bidder shall be liable to pay up to 0.5% of the cost of licenses every week or part thereof, if the delivery of Proof of Entitlement, delivery, activation and commissioning of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation) is delayed beyond the delivery schedule of 4 week from date of Purchase Order subject to maximum 10% of the cost of licenses.

1. In case vendor fails to meet the availability Technical Support resources for executing above Scope of Work, there will be a penalty in rupees per day as specified in the table below for the services affected:

|  |  |  |
| --- | --- | --- |
| Sr.No | Item | Amount in Rs. /day |
| 1 | Business Intelligence (BI) Software Technical Support | Rs.2000 |

1. The successful bidder will be required to submit the credit note amounting to the penalty amount which will be adjusted from the subsequent payments.

In case of any dispute, at any stage, the same shall be settled as per terms and conditions stipulated in this RFP. If the same is not settled as per as per terms and conditions stipulated in the RFP, either party may refer the dispute to arbitration as provided herein within jurisdiction of Mumbai Courts only.

# Order Cancellation

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bid Security /Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the bidder against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes during the next three years if it deems fit.

Bank reserves the right to inform IBA/ other banks about blacklisting the Bidder in case of default in service or delay leading to financial or reputation loss, loss of time of the bank.

# Indemnity

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney’s fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
   1. Bank’s authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in PO and/or
   2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in Purchase Order (PO) and/or
   3. Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Bidder, against the Bank and/or
   4. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in PO and/or
   5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
   6. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in PO and/or
   7. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub‐ contractors.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
   1. Notifies the Bidder in writing; and
   2. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:
   1. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
   2. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or
   3. such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
      1. The Bidder has sole control of the defense and all related settlement negotiations.
      2. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
5. Indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

# 16. Liquidated Damages

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.

The Liquidated Damages (LD) shall be 0.5 % of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or invocation of Bank guarantee. In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

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

# Confidentiality & Non – Disclosure

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank and are governed by the outsourcing policy of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, and/or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

As the bidder may be providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Payment will be released to the successful bidder only after execution of NDA with Bank.

# 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.

# Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately but not later than within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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 due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank regarding whether an event claimed by the bidder is an event of force majeure shall be final and binding on the Bidder

# Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai city alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

**21. Format of the Letter of undertaking of Authenticity to be submitted by the Bidder**

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM suppliers at the time of release of PO or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

# Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal- agent relationship or co-employment or joint employment or employer-employee relationship 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 RFP 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 bank, 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 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.

# Assignment

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following:

1. Bidder refuses to perform;
2. Bidder is unable to perform;
   1. termination of the contract with Bidder for any reason whatsoever;(
   2. expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder.

Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

# Execution of Contract and NDA

The bidder and Bank should execute

* 1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
  2. Non-disclosure Agreement.
  3. The bidder should execute the contract and NDA within 21 days from the date of acceptance of the Purchase Order. Payment will be released to the successful bidder only after execution of NDA with Bank

# 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. 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 ~~Bidder~~ **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 on behalf of bank hereunder. 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.

# Information Ownership

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

# Inspection, Audit, Review, Monitoring & Visitations

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:-

1. 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.
2. 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 Bidder in conjunction with the services performed for the bank.
3. 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 bidder, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
4. Recognized the right of the Reserve Bank of India to cause an inspection to be made of a Bidder of the bank and its books and account by one or more of its officers or employees or other persons.
5. 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.

## Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder 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.

## Visitations

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

# Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible 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 Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

# Termination

1. **Termination for Default**: The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:
2. If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
3. If the Successful Bidder fails to perform any other obligation(s) under the contract.
4. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public 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 a contract to the detriment of the Bank, and includes collusive practice among Bidders ( prior or after bid submission) designed to establish bid prices at artificial non‐competitive levels and to deprive the Bank of the benefits of free and open competition.
5. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.
6. In case the contract is terminated then all undisputed payment will be given to bidder, but disputed payment shall be adjusted by way of penalty from invoices or PBG.
7. **Termination for Insolvency:** If the Bidder becomes bankrupt or insolvent or liquidated, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.
8. **Termination – Key Terms & Conditions:** The Bank reserves the right to terminate the agreement/contract with the Bidder / bidder at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement/contract at any time by giving notice if the Bidder.
   1. has a winding up order made against it; or
   2. has a receiver appointed over all or substantial assets; or
   3. is or becomes unable to pay its debts as they become due; or
   4. enters into any arrangement or composition with or for the benefit of its creditors; or
   5. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Bidder shall have right to terminate only in the event of winding up of the Bank.

## Exit Option and Contract Re-Negotiation:

* 1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
     1. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract.
     2. Delay in delivery, performance or implementation of the solution beyond the specified period;
     3. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
  2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
  3. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank’s deliverables, maintenance and facility management.

# Privacy and security safeguards

* 1. 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.
  2. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
  3. The Bidder hereby agrees that they will preserve the documents.

# Governing Law and Jurisdiction

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 City only.

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 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

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: 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.
3. 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 limitation 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 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**.**

# Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

# Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder’s risk and may result in the rejection of its bid without any further reference to the bidder.

# Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be **either uploaded in the website** or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

# Period of Validity

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

# Last Date and Time for Submission of Bids

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

# Late Bids

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

# Modifications and/or Withdrawal of Bids

* 1. Bids once submitted will be treated as final and no further correspondence will be entertained on this.
  2. No bid will be modified after the deadline for submission of bids.
  3. No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder. If such bidder withdraws the bid, the Bank reserves its right to blacklist such Bidder from participating in future bid processes in addition to forfeiture of bid security amount deposited, if any.

# Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

# Bank’s Right to Accept or Reject Any Bid or All Bids

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids, without assigning any reason, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank’s action.

# Signing Of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

# Check list for submission

|  |  |  |
| --- | --- | --- |
| **Sr** | **Particulars** | **Bidders Remark Yes/No** |
| 1 | Salesforce (Tableau ) Authorised Channel Partner certificate |  |
| 2 | Certified copy of the registration certificate as per Land Border Sharing Clause (as per point 12) |  |
| 3 | Certificate of incorporation & GSTN Registration |  |
| 4 | Audited Balance sheets of last three years 2019-20 ,2020-21 and 2021-22 |  |
| 5 | CA certificate for three years average turnover for financial years 2019-20, 2020-21 and 2021-22 |  |
| 6 | CA certificate for operating profit for respective financial years 2019-20,2020-21 and 2021-22 |  |
| 7 | CA certificate for net worth for respective financial years i.e 2019-20,2020-21 and 2021-22 |  |
| 8 | Self-declaration by the Authorized Signatory for not have filed for  Insolvency/liquidation in any country including India on company letter head |  |
| 9 | Self-declaration on Company’s letter head should not have been  blacklisted/debarred |  |
| 10 | Self-declaration on Company’s letter head Bidder/OEM should not  have any pending litigation or any dispute arises |  |
| 11 | Self-declaration on Company’s letter head • NPA • Any case  Pending |  |
| 12 | Self-declaration on Company’s letter head of registered offices/branches in Mumbai/Navi Mumbai |  |
| 13 | Copy of Purchase order or Completion certificate of Schedule Commercial banks in India |  |
| 14 | Copy of certificate for Exemption of EMD amount and document  cost for MSEs |  |
| 15 | Document Cost |  |
| 16 | Bid Security |  |
| 17 | Annexure - 1A *-* Procurement of Business Intelligence (BI) Software Tableau Licenses |  |
| 18 | Annexure -1B Conformity Letter |  |
| 19 | Annexure -1C Undertaking letter |  |
| 20 | Annexure - 2 Masked Commercial Bid along with technical bid |  |
| 21 | Annexure - 3 Reverse auction Process on company letter head |  |
| 22 | Annexure - 4 Bidder’s Information on company letter head |  |
| 23 | Annexure - 5 Letter for Conformity of Product as per RFP |  |
| 24 | Annexure - 6 Scope of Work for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) |  |
| 25 | Annexure - 7 Undertaking of Authenticity for - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) |  |
| 26 | Annexure - 8 Undertaking for acceptance of terms of RFP |  |
| 27 | Annexure - 9 MAF on company letter head |  |
| 28 | Annexure - 10 Integrity Pact |  |
| 29 | Annexure - 11 Non-Disclosure Agreement |  |
| 30 | Annexure - 12 Format for Performance Bank Guarantee |  |
| 31 | Annexure - 13 Bid Security( Bank Guarantee Format) |  |
| 32 | Annexure - 14 Guidelines on banning of business dealing |  |
| 33 | Annexure - 15 Service Level Agreement (SLA) |  |

## Annexure-I A – Technical Specification for Tableau

**Table – A**

|  |  |  |
| --- | --- | --- |
| Sr No | Requirements | Description |
| 1 | Platform |  |
|  | Platform support | The solution must also be able to support deployment for the following environments: **Operating Systems :**   Windows  Windows 7 or newer (64-bit)  Windows Server 2008 R2 or newer    Mac (for client)  Mac OSX 10.10 or newer    **Virtual**  Citrix environments (non-streaming), Microsoft Hyper-V, Parallels, VMware, Microsoft Azure and Amazon EC2    **Linux**  Amazon Linux 2, Red Hat Enterprise Linux (RHEL) 7.3+, CentOS 7.3+, Oracle Linux 7.3+, Ubuntu 16.04 LTS and 18.04 LTS on x64 chipsets    **Browsers :**  Chrome on Windows, Mac, and Android 4.4 or later  Microsoft Edge & Internet Explorer 11 on Windows  Mozilla Firefox & Firefox ESR on Windows and Mac  Apple Safari on Mac and iOS 8.x or later    **Mobile** :  Tableau Mobile iOS and Android Apps, available at the Apple App Store and Google Play Store, respectively |
| 2 | Data Connections |  |
|  | Data sources support | The solution MUST support following data connectors out-of-the-box  - PDF  - Statistical files (SPSS, SAS, R files)  - Spatial Files (ESRI Shapefiles, KML, GeoJSON and MapInfo)  - DB2  The solution should preferably support a variety of data sources including file-based data sources, statistical files, direct SQL ad-hoc querying, Multidimensional Expressions (MDX) ad-hoc querying other commonly used data sources :    Actian Matrix  Actian Vector  Amazon Athena  Amazon Aurora  Amazon Elastic MapReduce  Amazon Redshift  Anaplan  Apache Drill  Aster Database  Box  Cisco Information Server  Cloudera Hadoop Hive  Cloudera Impala (including Kerberos support)  DataStax Enterprise  Denodo  Dropbox  ESRI Shapefiles  Exasol  Firebird  GeoJSON  Google Analytics  Google BigQuery  Google Cloud SQL  Google Sheets  Hortonworks Hadoop Hive  HP Vertica  IBM BigInsights  IBM DB2  IBM PDA  JSON files  KML files  Kognitio  MapInfo Interchange Formats  MapInfo Tables  MapR Hadoop Hive  Marketo  MarkLogic  MemSQL  Microsoft Access 2007 or later  Microsoft Analysis Services  Microsoft Azure Data Lake  Microsoft Azure Data Warehouse  Microsoft Azure DB  Microsoft Excel 2007 or later  Microsoft OneDrive  Microsoft PowerPivot 2008 or later  Microsoft SharePoint Lists  Microsoft Spark on HDInisght  Microsoft SQL Server 2005 or later (including support for Kerberos)  Microsoft SQL Server Analysis Services 2005 or later (including support for Kerberos)  Microsoft SQL Server PDW  MonetDB  MongoDB BI  MySQL 5.0 or later  OData  Oracle Database 11.0 or later  Oracle Eloqua  Oracle Hyperion Essbase 11.1.1 or later  PDF  Pivotal Greenplum 4.x or later  PostgreSQL 8.3 or later  Presto  Progress OpenEdge 10.2B patch 4 or later  Quickbooks Online  R files  Salesforce.com, including Force.com and Database.com  SAP BW  SAP HANA 1.0035 or later  SAP Sybase ASE  SAP Sybase IQ 15 or later  SAS Files  ServiceNow ITSM  Snowflake  Spark SQL  Spatial Files (ESRI Shapefiles, KML, GeoJSON and MapInfo)  Splunk  SPSS Files  Tableau Data Extract or Hyper  Teradata V2 R6.2 or later  Teradata Aster Data nCluster 5.0 or later  Teradata OLAP Connector 14.10 or later  Text files—comma separated value (.csv) files  Databases and applications that are ODBC 3.0 compliant  Web data with the Web Data Connector |
|  | Live Connection and Data Extraction | Support both live connection and extraction into in-memory |
|  | Aggregated Data Extraction | Support data extraction and aggregation without scripting |
|  | Full and Incremental Data Extraction | Support scheduled full data extraction and incremental data extaction without scripting |
|  | In-memory Columnar Data Store option | Have an optional in-memory engine to support caching of data for performance and speed-of-thought analysis |
|  | Memory Optimization | Support dynamic loading of extracted data into memory and not require the entire extracted data to be loaded into memory |
|  | Data Source Agility | Support switching between live connection and data extraction |
|  | Multiple data source connection | Support connecting to multiple data sources at the same time for data meshing / data blending. End users must be able to perform inner or outer joins between different data sources as needed without scripting. End user also must be able to union data and create one to many relationships without scripting. |
|  | Import Value List | End users must be able to combine data from multiples sources, even their own personal data sources (xls, csv, txt, etc) within the same analysis |
|  | Visual Data Window | End users must be able to connect to multiple tables visually in a graphical user interface, add joins and unions with one click, and preview your data to make sure you've got what you need. You can also modify field properties, add data source filters, and extract your data. |
|  | Smart Joins and Recommendations | Provide recommendations on relevant tables and commonly used default joins during data connection. Joins can also be a derivation of the field. |
|  | No scripting required | End users must be able to connect to data easily and intuitively and not require scripting |
|  | Extract API | Able to develop custom extraction routine using an Extraction API |
|  | Metadata Management | Dimensions and measures are automatically generated based on the data type without manual categorization |
|  | Metadata Management | End users must be able to perform bulk management tasks, like reorganizing dimensions and measures, hiding multiple fields, renaming fields in the metadata through clicks, dragging and dropping |
|  | Metadata Management | End users must be able to create additional dimensions and measures in the metadata |
|  | Metadata Management | End users must be able to reformat flat files into a columnar format suitable for visual analysis within the metadata |
|  | Metadata Management | End users must be able to create useful insights by spliting existing fields into new fields within the metadata |
|  | Metadata Management | End users must be able to publish metadata as a data source being the single version of truth that contains a common definition of KPIs and business terms |
| 3 | Metadata Management |  |
|  | Data Preparation | End users must be able to detect and remove unique formatting and extraneous information within Excel files through a single click and pivot the columns |
|  | Data Preparation | The solution must allow users to perform data standardization and cleansing, without scripting or coding, with the option of the following methods - manual selection, pronounciation, common characters. |
|  | Data Preparation | End users must be able to easily parse a string field into date through a single click |
|  | Data Preparation | The system must have the option and capability for users automate their data preparation process via a fixed schedule. |
|  | Data Preparation | The solution must allow users to monitor their scheduled data preparation on information such as time and status of latest run data preparation flow, as well as how many records had been successfully processed. |
|  | Data Level Security | End users must be able to define user filters to control record level data access without scripting or IT intervention |
|  | Geospatial Data | The solution must support geospatial data by automatically generating longitude and latitude of countries, states/provinces and cities without scripting. The solution MUST recognize geospatial data out-of-the-box and it must be able to plot the respective: Points, Linear geometry, polygon, shape onto a base map using drag-and-drop capabilities. |
|  | Geospatial Data | Must be able to support polygon, point and linear geometry shapefiles |
|  | Geospatial Data | Must support integration with WMS and Mapbox services |
|  | Geospatial Data | The solution must support multi-layered maps. |
|  | Geospatial Data | The mapping solution should not have any limitations on number of values to be plotted for eg it should be able to allow any number of pincodes on the chart |
|  | Automatic Date Dimension & Hierarchy | Automatically generate all date parts and date hierarchy using a date field. The date hierarchy automatically generated shall support drilling up and down year, quarter, month, week, weekday, day, hour, minute and second without scripting |
|  | Fiscal Year Support | End users must be able to select their fiscal year |
|  | Start of Week Support | End users must be able to select their start of the week |
|  | Multiple data source connection | End users must be able to join tables from different databases at the row level and publish the connection as a single data source with out scripting. Users should be able to easily drag & join tables from different data sources. |
|  | Custom SQL support | End users must be able to add in custom SQL into the tool |
|  | Auto Save | End users' work must be auto saved for recovery |
|  | Data Certification | Must be able to mark data sources as certified, so everyone knows they are connecting to the right data. These data sources get preference in the UI, search, and recommendations. |
| 4 | End-user Functionality |  |
|  | Single Integrated Tool/ Data Interpreter, Metadata Grid | Provide one tool and a single user interface for end-to-end analytics functions - from data connection, metadata definition and management, data discovery, ad-hoc analysis, visualization, reporting, dashboarding to publishing |
|  | Rapid Prototyping | End user must have the ability to rapidly develop an ad hoc dashboard |
|  | Intuitive Interface | Easy and intuitive to use while following current web UI standards. Interface must be built to allow for a short learning curve |
|  | Best Practices Data Visualization | Automatically recommend the best visual graphs based on the fields end users select |
|  | Interaction Paradigm | End users must able to drag and drop fields from the data and see the analysis instantly without going through a wizard based chart selection process |
|  | Interaction Paradigm | End users must be able to perform analysis functions (e.g., drill, pivot) solely by interacting with visual images |
|  | Multidimensional Rendering | Project multidimensional data attributes onto a two-dimensional image using the size, shape and color of the object |
|  | Sorting | End users must be able to sort the data automatically or manually on the visual graphs |
|  | Custom Groups | End users must be able to perform simple and complex grouping of dimensions/data items categories without scripting |
|  | Visual Groups | End users must be able to perform dynamic grouping of data visually in a graphs and use the groups created in calculations |
|  | Custom Hierarchies | End users must be able to create custom hierarchies by dragging and dropping |
|  | Keep or Exclude Data From View | End users must be able to exclude irrelevant data or keep only the items of interest from the visual graphs |
|  | Pivot Tables | End users can pivot/drill by other dimensions (dragging and dropping or expanding and collapsing for drill-down) |
|  | Subtotaling and Grand Total | End users must be able to add and remove subtotals and grand totals to reports. |
|  | Threshold | End users must be able to define thresholds and any value over the threshold shall be highlighted (i.e. red bold font, colors, shapes in chart) |
|  | Hovering Information | Information and embedded visualization must be displayed in a tooltip, when user is "hovering" over a specific area on a map, a chart, a table or a report. |
|  | Intuitive Interface | End users must be able to create and update calculations with one click while performing ad-hoc analysis |
|  | Intuitive Interface | End users are assisted when writing calculations through interactive editing, intelligent formula-completion, and drag-and-drop support |
|  | Interaction Paradigm | End users must be able to add common analytics objects (average lines, box plots, trend lines, forecasts, etc.) by dragging and droppping |
|  | Drag and Drop Analytics | End users must be able to input analytic objects such as a reference line or data forecast, by dragging and dropping objects on and off the canvas |
|  | Interaction Paradigm | End users must be able to create data highlighter so that end users can easily highlight related data in all charts within a dashboard |
|  | Interaction Paradigm | End users must be able to select other charts in the dashboard by interacting with tooltips |
| 5 | Usability - Graphs |  |
|  | Basic Charts | Support automatic charting through data visualization best practices based on data selected |
|  | Data Visualization Best Practices | The Data Visualization Best Practices should be able to generate at minimum the following charts based on data selected:  - Bar Charts  - Pie Charts  - Linear Charts  - Scattered Plots  - Bullet Charts  - Crosstab  - Heat Map  - Tree Map  - Highlight Table  - Stacked Bar  - Side-by-Side Bar  - Bar with measurement Color  - Discrete Line  - Continuous Line  - Dual Axis  - Gantt  - Single Scatter  - Matrix Scatter  - Circle  - Packed Bubble  - Histogram  - Map  - Horizontal Bullet  - Vertical Bullet   - Spark line  - Pie   - Area Chart  - Symbol Map  - Filled Map  - Box-and-Whisker Plot  - Sparklines  - Step Charts  - Jump Charts |
|  | Trellising | Support trellising. This facility uses the dimension of a chart as an iteration dimension for producing an array of charts, shown in tabular form |
|  | Visual Filtering | Ability to filter and pass parameters directly from a graph to another by clicking on drawn objects either by using ctrl-click or drawing a "lasso" |
|  | Animation | Support time-based animation playback. This is the ability to watch trends in a dataset developing over time through the use of animated charts. The playback shall be controlled with a slider or play control |
|  | Conditional Formatting | Able to provide a color-coded summary of the state of a particular metric compared to a goal or threshold target without scripting |
|  | Display Time Interval | Ability to display time interval (year, quarter, month, week, weekday, day, hour, minute, second) |
|  | Conversion | Instantly convert one visual representation (chart type) into another |
|  | Background Images | Can depict data as an overlay on a physical design structure (e.g. stadium seating, store layout, airplane diagram) |
|  | Output Formats | Support exporting charts to all of the following output formats - PDF, CSV, Microsoft Excel and PNG image files. |
|  | Varidable width bar charts | Can ceate bar charts with variable widths, cascade charts and Marimekko charts |
| 6 | Usability - Maps - Integrated Maps (Map Mashups) |  |
|  | Automatic Mapping | Automatically geocode geographical data such as country, state, province, city into longitude and latitude and visual data on map and correct a wrong location in the map |
|  | Filled or Chloropeth Map | Able to fill an area in the map according to data values |
|  | Bubble Map | Each location has one of its values represented by the size and color of a bubble placed on top of that point |
|  | Catchment Analysis | End users must be able to select an area within a distance of a selected point and be provided with a visual representation. (for instance, all customers within x miles of a specific location) |
|  | Multi-Shape Map | Able to represent graphically different shapes on the map |
|  | Extend Mapping Capabilities without Sripting | As necessary, end users must be able to add points on map given that they provide their longitude and latitude. For instance, end users may want to display the location of their stores on a map. The point would be correctly located on the map and the point name correctly displayed |
|  | Custom Polygon | Able to display polygonal shapes on a map that connects individual points provided by the end users |
|  | Zoom In and Out | End users must be able to zoom into and out of visualizations |
|  | Data Layering | End users must be able to zoom in and out of maps |
|  | Panning | Support panning of the map when it is larger than accommodated by the screen real estate |
|  | Map Filtering | End users must be able to select a location or lasso on a group of locations to act as filter to other charts |
|  | Geographic Search | End users must be able to search the map by name of city or country; being search-aware of the data's geographical reach and returning relevant results  For instance, a search for "Paris" with United States data will return "Paris, Texas" instead of "Paris, France" |
|  | Lasso and Radial Selection | Flexibility in selecting marks on a chart or map. For instance radial selection for selecting around a center or lasso selection for free-form selection to choose hard to get points |
|  | Hexagonal Binning | Provide hexagonal binning to cluster data in a two-dimensional pane - including binning data in a single dimension or on a map |
|  | Custom Territories | End users must be able to easily select points on maps and create own custom territories for eg. sales territories for analysis |
|  | Natual Language Processing | The solution must provide the capability for users to ask their business questions, on a published datasource, by entering plain text on their data - where the solution will return a recommended visualization answering their question based on the published datasource. |
| 7 | Usability - Prompts, Filters, Parameterizations |  |
|  | User-defined Filters | End users must be able to easily create their own filters based on dimensions and measures based on conditions such as :  - Top/Bottom  - Wildcard Matches  - Custom Fields  - Range of values  - Relative dates (for eg always showing the last 3 days)  - Latest date |
|  | Cascading Filters | Support cascading (multilevel) filters that present selection filters based on associated hierarchical information (For example, when a specific product category is selected, the product subcategory will only present subcategory selections relevant to the product cateogry.) |
|  | Flexible Filter Entry | End users must be able to answer a filter in a very flexible manner. For instance, users must be able to choose the following filter types:  - Single Value Radio Button  - Single Value Dropdown  - Single Value Slider  - Multiple Value Checkbox  - Multiple Value Dropdown  - Multiple Value Custom List  - Multiple Value Wildcard Search List |
|  | Date Selector | When selecting a date, end users must have the option to use a date, date parts (year, quarter, month, week, etc), date range or relative date filters |
|  | Measure Filter Slider | End users must be able to slide a bar between measures to filter data sets being shown |
|  | Drill-Down | End users must be able to drill down to a lower level of detail from a summary |
|  | Drilling - Predefined Path | End users must be able to drill on graphs, tables and maps. Drilling shall follow a predefined drilling path to help the user in his data discovery or analysis. Upon drilling, the new visual element shall be opened in a new tab |
|  | Contextual Drilling through Filtering | The action of drilling may apply a filter to all the other visual elements or just on a selective subset of them |
|  | Global Filter | End users must be able to globally filter one or more dashboards from the same or related data source |
|  | Saved Filters | End users must be able to modify filter criteria and save their changes |
|  | Toggling Between Views using Parameters | End users must be able to toggle between views. Views can be a graph, a table but with different dimensions and measures shown (e.g. selecting between viewing sales, costs, discounts, profits) |
|  | Cross database filtering | End users must be able to create filters across different data connections |
| 8 | Calculations and Statistics |  |
|  | Default Table Calculations | Support automated calculations including Running Total, Difference, % Difference, % of Total, Rank, Percentile, Moving Averages, YTD Total, Compounded Growth Rate, YoY Growth, YTD Growth |
|  | Custom Table Calculations | Additional calculations can be created based on values in the crosstab table or visual graphs |
|  | Trend Line | Support automated generation of trend lines (linear, log, exponential, power and polynomial) to show if there is any correlation between 2 variables |
|  | Reference Line | End users must be able to add reference lines or banding to show if the data is above, below or within certain thresholds. The area in the chart can be color coded based on the reference lines or bands |
|  | Statistical Distributions | Support automated generation of statistical distributions based on the data selected. The statistical distributions shall cover:  - Confidence Interval  - Percentages  - Percentiles  - Quantiles  - Standard Deviation  The area in the chart can be color coded based on the distribution to indicate data that falls within a certain distribution |
|  | Box-and-Whisker Plot | Quickly depict the distribution of data with 1-click box-and-whisker plot chart |
|  | One-click Forecasting | End users must be able to estimate future values by projecting data values based on the historical data within a single click |
|  | R Integration | Must integrate with R such that end user can visualize results of R computations from interaction with dashboards, live |
|  | Python Integration | Must integrate with Python such that end user can visualize results of Python computations from interaction with dashboards, live |
|  | "What if" Scenario | End users must be able to see how the data would change in "what if" scenario. For instance, via a sliding bar, users shall be able to change a parameter and see the repercussions on a chart, map or table |
|  | Sets Operations | End users must be able to create dynamic sets and perform sets operations such as union or intersection of two sets |
|  | Multi-Level Aggregations | End users must be able to determine the level of detail of any numeric value used in a calculation. Such calculations can contain row level values and multi-level aggregations. Results from such calculations can also be used as attributes for partitioning members or binning values |
|  | Regular Expressions | Support the use of regular expressions in calculations |
|  | Clustering | End users must be able create K-means clustering quickly with drag and drop and specify the number of clusters required |
| 9 | Interactive Dashboard and Story Telling |  |
|  | Drag and Drop Dashboard Design | End users must be able to combine all of those worksheets onto a dashboard by dragging and dropping worksheets into dashboard |
|  | Dashboard Size | End users must be able to define dashboard size for optimal viewing |
|  | Dashboard Filtering | End users must be able to define filtering actions on the charts to visually filter entire dashboard, or selected sheets on the dashboard |
|  | Dashboard Highlighting | End users must be able to define highlighting on the charts to visually highlight selected items on the entire dashboard, or selected sheets on the dashboard |
|  | Dashboard URL Linking | End users must be able to integrate dashboards to other web applications by calling other URL and passing parameters from the dashboards to external application via URL actions. |
|  | Parameterized Dashboard | External web applications can load a dashboard by passing parameters into the dashboard for contextual viewing |
|  | Story Buidling | End users must be able to create compelling, interactive, data-driven stories. Assemble sheets and dashboards into a narrative arc that tells the story in your data. |
|  | Interactive Story Telling | End users must be able to capture key insights with annotations, highlights and filters, and add descriptions to emphasize findings |
|  | Device Specific Dashboards | End users must be able to maintain a single dashboard but easily design multiple interfaces for different devices (iPad, iPhone, Android etc). The appropriate design will appear automatically based on device used |
|  | Dashboard Templates | The platform must have out-of-the-box ready temaplates for dashboards across variety of use cases across functions. |
|  | Data Driven Alerts | The solution must have out-of-the-box data alert capability such that it allows users to easily set thresholds in a dashboard and receive email alerts automatically or at configurable schedules, when the threshold is crossed. |
| 10 | Distribution and Sharing |  |
|  | Sharing | End users can share their reports, dashboards and collaborate with other users by publishing the content to server |
|  | Discussion Threads | Able to offer discussion threads and commentary on shared data discovery content (dashboards and analysis) with the ability to link to a specific view |
|  | Automated Scheduling and Distribution | Able to provide analytic content to end users on an on-demand and scheduled basis. End users may subscribe to dashboards or subscribe others to the dashboards and receive an email with the dashboard snapshot attached as a PDF or an Image. The emails must include a link to the online dashboard and ability to add customized messages. |
|  | Dashboard Embedding | Able to provide the ability to embed and integrate dashboards to common portals such as Microsoft SharePoint without scripting |
|  | JavaScript API | Able to provide a set of JavaScript API for integration with external web applications |
|  | Search | End users must be able search for dashboards and views in the repository |
|  | Tabs | Dashboard can be split on several tabs in order to organize the information |
|  | Export to PDF | All dashboard, maps, graphs, tables and reports can be exported to PDF |
|  | Export as a Picture | All dashboard, maps, graphs, tables and reports can be can be exported in a picture format |
|  | Export to Excel and CSV | Worksheets can be exported to EXCEL or in a CSV format |
|  | Export to PowerPoint | All dashboard, maps, graphs, tables and reports can be exported to Microsoft PowerPoint pptx format |
|  | Online Help | Self Serve online help shall be accessible through the products via question marks on the interface or through a clearly defined "Help" link visible on the product main page |
|  | Document Sharing | End users must be able to share reports, dashboards, tables, maps and graphs with their colleagues while respecting the sender and the recipient level of data access |
|  | Annotations | Prior to sharing, end users must be able to annotate on the report and send that comment along with the document |
|  | Concurrency | System shall support a high level of concurrency without degradation of performance |
|  | Web Browser Support | Application shall support most commonly used version of web browser (IE, Firefox, Chrome, etc) |
|  | Web Authoring | Must support content authoring on the web browser without a desktop client |
|  | Web Authoring | The solution must have the out-of-the-box capability to allow users to connect directly to data sources (e.g. MS SQL Svr, csv, Excel) from the web browser without a desktop client. |
|  | Mobile Support | Must support most commonly used mobile devices such as iPad, iPhone and Android devices through device browser AND native mobile app |
|  | Mobile Support | Must support touch-optimized controls and views |
|  | Mobile Support | Must be conformant to the current Web Content Accessibility Guildelines drafted by the Web Accessibility Initiative, commonly referenced as WCAG 2.0 AA |
|  | Mobile Support | Must be able to draw and add text on top of a viz snapshot and share it through email on iPad. Users can view or interact with the shared viz |
|  | Ubiquitous Support | "Author once, consume anywhere" experience |
|  | Zero-Footprint | No plugins or 3rd-party add-ons needed for web and mobile users |
|  | Mobile Support | Mobile app must support offline accessibility of dashboards. |
|  | Mobile Support | Ability to integrate with Mobile Device Management technologies like Mobile Iron and Air Watch for enterprise mobile deployment |
| 11 | Security, Architecture and Administration |  |
|  | Active Directory and Trusted Domains | User authentication and single sign-on can be integrated with Active Directory. For multiple domains within the same Active Directory forest, user must be able to achieve single sign-on through a trusted relationship between domains |
|  | SAML Support | User authentication can be integrated to Active Directory or SAML 2.0 for single sign-on. SAML authentication must be site specific |
|  | OpenID Support | User authentication can be integrated to OpenID for single sign-on |
|  | Inactivity logout | Users shall be automatically logged out after X min of inactivity |
|  | Data Access | Data Access shall be granted according to roles and groups |
|  | Functionality | Product functionality shall be granted according to roles, groups across different levels of content hierarchy |
|  | Multi-tenancy Support | Allows server to be segmented into separate sites, separating workspaces, content, users and workbooks--all while still using one instance of server. Members of one site won't be able to view content from other sites |
|  | Content segregation | Allow content to be saved in folders and sub folders in server |
|  | 64-bit Support | Full 64-bit support for desktop and server products |
|  | IPv6 Support | Server to support IPv6 |
|  | Internal SSL | Able to encrypt traffic communication between server components and the internal repository |
|  | Clustering Support for Scalability and Fail-over | The product shall support automatic clustering for high availability and fail-over |
|  | Native Apple MAC OS support for desktop analytics tool | The desktop product to support MAC OS natively |
|  | Universal Search | End users must be able to conduct comprehensive search for objects within the server portal, indexed by file names, file contents and even uploaders |
|  | Permissions Management | Admin must be able to set multiple level permissions over objects without scripting, using a visual interface. The visual interface should display the permissions for different groups and members of each group over different objects. The admin should be able to add new users or new groups and assign appropriate permissions without navigating away from the view. Changing permissions can be done within the visual interface |
|  | REST API | Admin must be able to manage and change server resources programmatically via HTTP. The API should provide access to the functionality behind the different objects contained within the server so that custom applications or scripted interactions with server resources can be built. |
|  | Server Management Tools | The server should provide pre-built visual charts that allow admins to: Monitor track server tasks, http requests and actions, server load, and user sessions; Track user permissions and data connections (including which in-memory data sources use the same data connections, and what objects connect to which data sources; View traffic (most viewed dashboards, most active users, most active days for viewership, rank of incoming traffic); Monitor errors in in-memory data sources (duration of refreshes for in-memory data sources, error messages); Track late subscriptions to email subscriptions to dashboards. Email alerts should be sent to admins when there is a system failure. |
|  | Data Management | The server should have the capability to provide visibility and transparency via cataloging all contents within the server so that administrators and users have a complete upstream and downstream view of related databases, tables, fields, dependent fields, published datasources, visualizations and content owners. |
|  | Data Management | The solution should offer a centralized setup for Row-Level Security |
|  | Data Management | There should be a mechanism to generate Data Quality warnings so that end users get clarity on what data or visualizations they are consuming or working on. |
|  | Leveraging CPU Vectorization | Able to improve in-memory performance on fixed-width data types such as dates, integers, floating point numbers etc. |
|  | Parallel Aggregation | Able to speed up in-memory performance by using all cores for query execution. |
|  | Parallel Queries | Able to speed up query time by de-duplicating queries, break up queries to smaller queries, and run independent queries simultaneously in parallel |
|  | Query Fusion | Able to intelligently take multiple queries from workbook/dashboard and combine them wherever possible, reducing number of queries sent to the database to conserve resources |
|  | External Query Cache | Able to store/cache results of recently run queries to grant near-instant access for future users running the same workbook |
|  | Dedicated Cache Component | Support shared cluster-distributed in-memory query cache for performance optimization. |
|  | Dedicated REST API Component | Able to handle large REST API calls without affecting performance of other components in the server instance. |
|  | High Availability with automatic failover | Able to support architecture that is highly available by adding redundant services across multiple nodes. Able to manage active and passive repositories to detect failover situations, execute failover automatically and alert the admin if neccesary |
|  | Data Synchronized Nodes | Must synchronize in-memory data sources between nodes so that they are available even when one node within the HA environment fails |
|  | Storage Cleanup | Able to prepare removal of in-memory storage component from distributed installation by switching it to read-only state, also ensuring all the content exist on other nodes in the installation. |
|  | Global Credential | Able to manage a delegated credential, in order to access datasources that are unable to support single sign-on via Kerberos. |
|  | Security Token Management | Able to issue new security tokens, including password and SSL certificates when required. |
|  | Support for Unicode | Able to use non-English (unicode) characters in server administation via command line |
|  | Content Management | Admin must be able to organize, create, modify and delete content in the server |
|  | Data Source Management | Admin must be able to modify data source credentials in the server without the need to republish content |
|  | User Management | Admin must be able to to add or remove users from a specific group and change user settings via web-based interface either as a local user or integration with Active Directory |
|  | User Management | Able to pass role information to users who do not already have a role specified in the CSV file that contains user-role information |
|  | User Management | Admin must be able to automate license activation at install time |
|  | License Management | The platform should not require down time for adding new licenses. |
|  | Domain Editting | Admin must be able to change the nickname of full domain name of an Active Directory domain on the server |
|  | Domain Listing | Able to display a list of the Active Domain domains that are in use in the server, along with their nicknames and IDs |
|  | Revision History | Admin must be able to quickly roll over a workbook to its previous versions |
|  | Subscribe Myself/Others | End users must be able to subscribe themselves or other users to view the dashboard |
| 12 | Internationalization |  |
|  | Unicode Support | Products must be Unicode-enabled and compatible with data stored in any language |
|  | Decimal/Thousand Separator | Product must accommodate any different number configuration standard in other countries. |
| 13 | Augmented Analytics |  |
|  | Get explanations for the "why" behind a data point with a single click | The product must helps accelerate your Analytics by leveraging the power of AI to explain specific points in your data. This feature use advanced statistical models to present the user with a focused set of explanations so you avoid spending time chasing answers that aren't there. 1 click will automatically provides AI-driven explanations behind your selected value. Dive deeper into an explanation all while staying in your analytical workflow. |
| 14 | Predictive Analytics |  |
|  | AI-Powered Analytics | The solution should have the capability of Low-Code No-Code AI based prediction model builder with transaparency and ease of deployment |
|  | AI-Powered Data Preparation | The solution must support the ability to prepare the data utilizing Python/R Script and the solution must support its own AI-powered model builder which can be used to enrich data quality for analysis |

**Table – B** Technical Resource

The resource for this Platform Services will have following qualification

* Must have at least 3-5 years of Tableau developer experience
* Proficiency in use of query and reporting analysis tools.
* Extensive experience in developing, maintaining and managing Tableau driven dashboards & analytics and working knowledge of Tableau administration/architecture
* Expertise in Standard TABLEAU Installation & Configuration
* Expertise in TABLEAU Proactive Health Check Up
* Resource can help quickly develop, validate and implement TABLEAU programs and produce derived datasets for analysis and generating & documenting tables, listings and graphs for reports
* Proficiency in data-handling and analysis software Experience in extracting data and creating TABLEAU datasets from various sources
* Expertise in Visualization, Reporting, Backup etc.
* Expertise in project management, requirements gathering, Tableau development, and Tableau Server configuration and handling all Tableau Products (Tableau Desktop, Tableau Explorer and Tableau Viewer).
* Excellent analytical skills to analyse business needs.
* Problem-solving skills to resolve the issues that appear during development.

# Annexure-1B Conformity Letter

Pro forma of letter to be given by all the vendors participating in the RFP of - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) on their official letter-head

To Date:

General Manager (IT), Central Bank of India, DIT, Sector 11, Plot No.26

CBD Belapur,

Navi Mumbai – 400614

## Sir,

**Sub: Limited Tender No CO:DIT:PUR:2023-24:387**- Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

Further to our proposal dated , in response to the RFP document (hereinafter referred to as **“RFP DOCUMENT”**) issued by Central Bank of India (**“Bank”**) 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 document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

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 Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Designation Company name

# Annexure-1C Undertaking letter

Pro forma of letter to be given by all the vendors participating in the process of RFP of - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) on their official letter-head

To Date:

General Manager –IT,

Central Bank of India, Central Office, Sector 11, Plot No.26

CBD Belapur,

Navi Mumbai – 400614

**Sir,**

**Sub Limited Tender No CO:DIT:PUR:2023-24:387** - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

We (bidder name), hereby undertake that-

* There is no case filed for bankruptcy against us in any country including India
* We have not been blacklisted/debarred by any Government Authority/ Govt/ IBA/ RBI/ PSU/ PSE/ or Banks, Financial Institutes for any reason or non-implementation/delivery of the order at the time of bidding.
* We also undertake that, at the time of bidding, not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.
* There is no legal case pending against firm 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.
* We also confirm that our account has not been declared as NPA by any Bank/Financial Institution in India
* WE confirm that no case is pending or otherwise, with any organization across the globe which affect the credibility of the Bidder in the opinion of Central Bank of India to services the needs of the Bank.
* We hereby certify that we have read the clauses 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, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfill all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory Designation Bidder

# Annexure-2 Commercial Bid

## Amount in Indian Rupee(₹) Excluding Taxes

**Table – A Tableau Software License Subscription**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SNo** | **Item** | **User Licenses**  **Subscription** | **Per User Rate for Per Year (₹)** | **Total Cost for 5 Years (₹)** |
| 1 | Tableau- Creator (On premise) | 4 | xxxxx | xxxxx |
| 2 | Tableau- Explorer (On premise) | 20 | xxxxx | xxxxx |
| 3 | Tableau- Viewer (On premise) | 200 | xxxxx | xxxxx |
|  | **Table – A Total (Excluding all applicable Taxes)** | | | **₹. xxxxx** |

**Table – B Tableau Developer Resource**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No** | **Item** | **No. of**  **Resource** | **Rate Per**  **Month ( ₹)** | **Total Cost for 5 Years ( ₹)** |
| 1 | BI Software Developer Resource  Experience 3-5 years | 1 | xxxxx | xxxxx |
|  | **Table –B Total (excluding all applicable Taxes)** | | | **₹. Xxxxx** |

|  |  |
| --- | --- |
| **Grand Total (Table A + Table B) TCO in ₹ (Excluding all applicable Taxes)** |  |
| **Grand Total (Table A + Table B) TCO in ₹ in words :(Excluding all applicable Taxes)** |  |

**The grand total amount mentioned in words will be considered as Final Quote.**

**Signature of the bidder with Seal**

**Annexure-3 Guidelines, Terms & Conditions and Process Flow for Reverse Auction**

Business Rules for Reverse Auction

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

***Reverse Auction Event Information***

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

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

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the

qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.

1. LOG IN NAME & PASSWORD: Each qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
2. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell/supply the material as mentioned above at the price that they bid.
3. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder’s final offer to sell.
4. AUCTION TYPE: The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
5. VISIBLITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
   * Leading Bid in the Auction
   * Bid placed by You
   * Auction Opening price and bid decremental value
   * Your rank in the auction
6. MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.
7. GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.
8. OTHER TERMS & CONDITIONS:
   * The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
   * The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
   * Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
   * Central Bank of India may, at its discretion and without assigning any reason extend, reschedule or cancel any bid. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
   * Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
   * Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
   * All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Qualified Bidders.

|  |  |
| --- | --- |
| **Auction Format** | **ENGLISH REVERSE NO TIES AUCTION**  There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time. |
| **Bidding Process and Timeline** | You should complete the following steps:  Participate in the training Program for bidding by the agency  appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the |

|  |  |
| --- | --- |
|  | bidding event. Participate in the online bidding event. |
| **Start bid price** | Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to  the Bidders during the start of the auction on the auction site. |
| **Bid Decrement** | Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction  site. |
| **Bid Price in reverse auction** | Kindly mention the bid price basis i.e. the price quoted in the reverse  Auction shall be lump sum exclusive of all taxes. |
| **Auto Bids** | Auto Bid function shall be disabled during the e- procurement auction |
| **Auction Duration** | The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such unlimited extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding.  This feature will be explained during training. |
| **Price Bid evaluation and award of purchase order** | * ***At the end of reverse auction process, L1 of Reverse Auction will be identified.*** * Central Bank of India reserves the right to reject any or all the   bids without assigning any reason whatsoever. |

The above terms and conditions are acceptable to us.

Seal of the Bidder Signature of the Bidder

**Name Designation**

# (REVERSE AUCTION PROCESS)

To

The General Manager –IT,

Central Bank of India, DIT, Sector 11, Plot No.26, CBD Belapur,

Mumbai – 400614

Sub: Agreement to the Online Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E- procurement Auction Annexure enclosed with the RFP document of Central Bank of India for RFP for - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training).

This letter is to confirm that:

* The undersigned is authorized representative of the Company.
* We confirm that we have changed our password after first login.
* We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBoI and confirm our agreement to them.
* We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
* We confirm that CBoI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
* We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
* I/we do understand that the agency may bid on behalf of other bidders as well in case of above- mentioned exigencies.
* We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –Sign this document and Fax it to the agency.

DECLARATION by the BIDDER

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the *RFP for -* Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

Seal of the Bidder Signature of Bidder

# (REVERSE AUCTION PROCESS)

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To

The General Manager –IT,

Central Bank of India, DIT

Sector 11, Plot No. 26, CBD Belapur.

Navi Mumbai-400614

Sir,

We refer to our bid for your RFP No. **CO:DIT:PUR:2023-24:387** dated 05.08.2023 **for** RFP for - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training). We, (Company) hereby undertake to indemnify Central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to:

1. give prompt notice to the Bidder concerning the existence of the indemnifiable event;

(ii) grant authority to the Bidder to defend or settle any related action or claim; and,

(iii) provide, at the Bidder’s expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank’s failure to give prompt notice shall not constitute a waiver of The Bank’s right to indemnification and shall affect the Bidder’s indemnification obligations only to the extent that the Bidder’s rights are materially prejudiced by such failure or delay.

Notwithstanding anything to the contrary set forth herein,

1. The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and

(ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank.

If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

# Annexure-4 Bidder’s Information

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Particulars** | **Details** |
| 1. | Name of bidder |  |
| 2. | Constitution |  |
| 3. | Address |  |
| 4. | Authorized Person for bid |  |
| 5. | Contact Details |  |
| 6. | Years of Incorporation |  |
| 7. | Number of years of experience in IT hardware items |  |
| 8. | Turnover ( In Rs)  2019-20:  2020-21:  2021-22:  (submit audited B/S for last 3 years) |  |
| 9. | Profit ( In Rs)  2019-20:  2020-21:  2021-22:  (submit audited P/L for last 3 years) |  |
| 10. | Whether OEM or authorized distributor |  |
| 11. | Number of service outlets across India |  |
| 12 | Good and Service Tax Number |  |
| 13 | Income Tax Number |  |
| 14 | Whether direct manufacturer or authorized dealers |  |
| 15 | Name and Address of OEM |  |
| 16 | Brief Description of after sales service facilities available with the bidder. |  |
| 17. | Whether all RFP terms & conditions complied with. |  |

## Signature: Name:- Designation:- Seal of company:

**Date:**

# Annexure-5 Letter for Conformity of Product as per RFP

To

The General Manager-IT

Department of Information Technology Central Bank Of India

1st Floor, Plot No -26, Sector-11 CBD Belapur-400614

Navi Mumbai Sir,

**Reg :** Our bid for RFP for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank 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.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product supplied shall be as per the:-

|  |  |  |
| --- | --- | --- |
| Compliance | Compliance (Yes / No) | Remarks / Deviations |
| Terms and Conditions |  |  |
| Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) |  |  |
| Scope of Work as Per Annexure - 6 |  |  |

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

Dated at / \_ day of 2023

Date Signature with seal

Name Designation

**Annexure - 6 Scope of Work for** Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

|  |  |  |
| --- | --- | --- |
| **Sr** | **Broad Scope of Work** | **Compliance (Yes/No)** |
| 1 | The Scope of the work is for - Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) |  |

The objective of this RFP is for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training).

The service provider/vendor is required to supply Tableau License Subscription with End to End Data Management. The period of contract will be for Five years (05 years) beginning from the date of commissioning & activation of TABLEAU Licenses Subscription and extendable for further period.

**Supply of Tableau Licenses Subscription**

The bidder needs to supply the Licenses subscription as mentioned for the Tableau from the OEM. The contract will be initially for Five (05) years period. The subscription should cover the following:

* + 1. Latest software version and updates of Creator, Explorer and Viewer etc. Updates should include Major product and technology releases, general maintenance releases, selected functionality releases, and documentation updates.
    2. Upgrades- fixes, security errata and critical patch upgrades.
    3. The Required technical support of problems/Issues.

**Technical Resource – Tableau**

The bidder shall provide Technical Resource – (Tableau Developer) onsite in the premises of Central Bank of India (CBI) support during the period of contract. The contract will be for Five-years (05 years) and it will be review yearly to continue the same.Tableau Developer would be provided Seat with Desktop machine in Central Bank of India Premises.

Bidder should follow Bank Policy during onboarding and Replacement of Resource & provide BGV (Back ground verification) and Certified Personal Identity Proof and Company ID. Bidder should ensure proper Handover of Knowledge and Training to the newly joined Resource before replacement of Existing Resource.

The resource for this Platform Services will have following qualification

* Must have at least 3-5 years of Tableau developer experience
* Proficiency in use of query and reporting analysis tools.
* Extensive experience in developing, maintaining and managing Tableau driven dashboards & analytics and working knowledge of Tableau administration/architecture
* Expertise in Standard TABLEAU Installation & Configuration
* Expertise in TABLEAU Proactive Health Check Up
* Resource can help quickly develop, validate and implement TABLEAU programs and produce derived datasets for analysis and generating & documenting tables, listings and graphs for reports
* Proficiency in data-handling and analysis software Experience in extracting data and creating TABLEAU datasets from various sources
* Expertise in Visualization, Reporting, Backup etc.
* Expertise in project management, requirements gathering, Tableau development, and Tableau Server configuration and handling all Tableau Products (Tableau Desktop, Tableau Explorer and Tableau Viewer).
* Excellent analytical skills to analyse business needs.
* Problem-solving skills to resolve the issues that appear during development.

**Description of Work**

|  |  |
| --- | --- |
| **Activity Type** | **Description of Services** |
| TABLEAU  Developer/Creator | 1. Establish data pipeline from SDR, CBS, other data sources to facilitate data visualization for creators and explorers 2. Creating visualizations for the data extracted with the help of Tableau 3. Identifying patterns and meaningful insights from data by analyzing it 4. Designing dashboards 5. Publish Dashboard to Tableau Server & User Management 6. Managing date extracts 7. Examining glitches in business processes and resolving them 8. Developing reference documents or reports for the finalized project 9. Developing, maintaining, and managing reporting, analytics, dashboards 10. Performing and documenting data analysis, data validation, and data mapping/design. 11. Best practice Tableau dashboard development |
| TABLEAU  Installation & Configuration Support | 1. Familiar with Installation, configuration, patching and upgrading of Tableau tool across the environments 2. Manage the application’s users, groups, and integration with Active Directory 3. Automate monitoring & server job processes 4. Knowledge of Tableau Licensing 5. Should be familiar with tableau migration and scheduling. 6. Experience in taking back ups and restoration of Tableau repository 7. Good knowledge on Tableau Metadata tables and Oracle, PL/SQL,DB2,SQL Server |
| General / Other Activities | 1. Knowledge Transfer, Documentation 2. Defining access control levels for different types of users 3. Testing the reports for formatting and data correctness, and publishing the workbooks on the Tableau server for scheduled refreshes. |

**Training for Bank Team**

Onsite Training would be provided to the bank team (Approx. 30 Members) at Mumbai/Navi Mumbai location. The training should be for 5-days for Creator (Integration & Configuration) for 10 members and 5-days for Explorer/Developer separately for 20 members. During the Training complete features and functionality of The Tableau tool to be explain, and dashboards building from scratch along with complete documentation and Study material.

The course curriculum should cover at least below topics (can be more detailed):

1. Introduction to Data Visualization and the power of Tableau
2. Architecture of Tableau
3. Charts and Graphs
4. Working with Metadata and Data Blending
5. Advanced Data Manipulations
6. Working with Filters
7. Organizing Data and Visual Analytics
8. Working with Mapping
9. Working with Calculations and Expressions
10. Working with Parameters
11. Dashboards and Stories
12. Tableau Prep
13. Integration with R/Python/SPSS

**Date** Signature with seal

Name/Designation

# Annexure-7 Undertaking of Authenticity for *-* Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

SUB : RFP for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

Ref : **Limited Tender No CO:DIT:PUR:2023-24:387** *-* Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

With reference to the *-* Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) being supplied/quoted to your RFP CO:DIT:PUR:2023-24:387

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time , we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Date Signature with seal

Name Designation

# Annexure-8 Undertaking for acceptance of terms of RFP

SUB : RFP for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

Ref : **Limited Tender No CO:DIT:PUR:2023-24:387** RFP for - Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training)

We understand that Bank shall be placing Order to the Successful Bidder exclusive of GST, other taxes are to be borne by the Bidder only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date Signature with seal

Name Designation

# Annexure-10 Integrity Pact

Between

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

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

## Preamble

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

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

## Section 1 – Commitments of the Principal

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

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

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

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
2. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an*y* advantage of any kind whatsoever during the tender process or during the execution of the contract.
3. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
4. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
5. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is attached as Annexure-18.

## Section 4 – Compensation for Damages

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

## Section 5 – Previous transgression

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

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

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

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

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

## Section 8 – Independent External Monitor / Monitors

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

time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

1. The word “**Monitor”** would include both singular and plural.

## Section 9 – Pact Duration

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

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

## Section 10 – Other provisions

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

|  |  |  |
| --- | --- | --- |
| (For & On behalf of the Principal) |  | (For & On behalf of Bidder/ Contractor) |
| (Office Seal) |  | (Office Seal) |
| Place |  |  |
| Date |  |  |
| Witness 1: Witness 1: | | |
| (Name & Address) |  | (Name & Address) |
|  |  |  |
|  |  |  |
|  |  |  |
| Witness 2: Witness 2: | | |
| (Name & Address) |  | (Name & Address) |
|  |  |  |
|  |  |  |

1. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS
   1. There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
   2. Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
   3. Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
2. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.
   1. Tenderers of Foreign nationality shall furnish the following details in their offer:
      1. The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
      2. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
      3. Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.
   2. Tenderers of Indian Nationality shall furnish the following details in their offers:
      1. The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
      2. The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
      3. Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
   3. In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
   4. Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.
3. Guidelines on Banning of Business Dealing
   1. . Introduction
      1. Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.
      2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
   2. Scope
      1. The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
      2. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers

/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

* + 1. However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.
    2. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors;

(ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

* + 1. These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.
    2. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
    3. The banning shall be with prospective effect, i.e., future business dealings.

1. Definitions

In these Guidelines, unless the context otherwise requires:

1. ‘Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer’ shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/

Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.

1. ‘Inter-connected Agency’ shall mean two or more companies having any of the following

features:

1. If one is a subsidiary of the other.
2. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
3. If management is common;
4. If one owns or controls the other in any manner;
5. ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:
6. For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority‟ for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the „Appellate Authority‟ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
7. For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors‟ Committee (EDC) shall be the „Competent Authority‟. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
8. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
9. For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the ‘Competent Authority’ for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the ‘Appellate Authority’ in all such cases.

1. For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the

Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

1. ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
2. ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

5 Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

1. Suspension of Business Dealings
   1. If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
   2. The order of suspension shall be communicated to all Departmental Heads within the Plants

/ Units. During the period of suspension, no business dealing may be held with the Agency.

* 1. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
  2. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
  3. For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

1. Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
2. Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
3. If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.
   1. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
   2. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months’ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
4. Ground on which Banning of Business Dealings can be initiated
   1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
   2. If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;
   3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
   4. If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
   5. If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
   6. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
   7. If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
   8. If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it’s official in acceptance / performances of the job under the contract;
   9. If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
   10. Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
   11. Based on the findings of the investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
   12. Established litigant nature of the Agency to derive undue benefit;
   13. Continued poor performance of the Agency in several contracts;
   14. If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank’s properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

1. Banning of Business Dealings
   1. A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.
   2. There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:
2. To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide

/ Local unit wise banning exists, if not, send back the case to the Competent Authority.

1. To recommend for issue of show-cause notice to the Agency by the concerned department.
2. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
3. To submit final recommendation to the Competent Authority for banning or otherwise.
   1. If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

* 1. If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph

9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

* Banning of the agencies shall apply throughout the Bank including Subsidiaries.
* Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors‟ Committee (EDC) with ED (GAD) as Convener of the Committee.
* The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
* If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue

show-cause notice to the agency for replying within a reasonable period.

* On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED

(GAD) to EDC for consideration & decision.

* The decision of the EDC shall be communicated to the agency by ED (GAD).

1. Removal from List of Approved Agencies - Suppliers / Contractors, etc.
   1. If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
   2. The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.
   3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.
2. Show-cause Notice
   1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
   2. If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.
   3. The Competent Authority may consider and pass an appropriate speaking order:
3. For exonerating the Agency if the charges are not established;
4. For removing the Agency from the list of approved Suppliers / Contactors, etc.
5. For banning the business dealing with the Agency.
   1. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
6. Appeal against the Decision of the Competent Authority
   1. The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
   2. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
7. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

1. Circulation of the names of Agencies with whom Business Dealings have been banned
   1. Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
   2. If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
   3. If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter- connected Agencies.
   4. Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

# Annexure-11 Non-Disclosure Agreement

**This Agreement** made at , on this day of 2023.

## BETWEEN

a company incorporated under the Companies Act, 1956/2013 having its registered office at (hereinafter referred to as “ ” which expression unless repugnant to the context or meaning thereof be

deemed to include its successors and assigns) of the **ONE PART**; **AND**

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

The ………..bidder and **BANK** are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

**WHEREAS:**

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

(a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,

(b) was rightfully in the possession of the Receiving Party without any obligation of

confidentiality prior to receiving it from the Disclosing Party,

(c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

(d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

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

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

1. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential

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

1. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days of receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
2. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
3. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
4. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
5. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
6. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

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

## For and on behalf of

Name of Authorized signatory:

Designation:

## For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

# Annexure-12 Performance Bank Guarantee

TO,

CENTRAL BANK OF INDIA MUMBAI

.

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) (hereinafter referred to as “Goods”) from M/s ----------------------------- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No------- dt.---

--------- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1. We, --------------------------- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to any money or moneys not exceeding a total sum of Rs---------(Rupees ----only) as may be claimed by

the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

1. Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
2. This Guarantee shall expire on
3. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
4. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
5. The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
6. The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
7. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
8. Any notice by way of demand or otherwise under this guarantee may be sent by email, special courier, telex, fax or registered post to our local address as mentioned in this guarantee.
9. Notwithstanding anything contained herein:-

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

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

Date this day of 2023 at

For and on behalf of Bank.

**sd/- -----------------------------------------**

# Annexure-13 Bid Security Format

To,

Central Bank of India,

DIT, 1st Floor, CBD Belapur, Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for Procurement of Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training), M/s having their registered office at (hereinafter called the Bidder‟) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the Bank having our head office hereby irrevocably guarantee an amount of ₹ 5,60,000/- (Rupees. Five Lakh Sixty Thousand 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 One Lakh Twenty Thousand 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 ₹ 5,60,000/- (Rupees. Five Lakh Sixty Thousand Only).
2. This Bank guarantee will be valid upto ; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before .

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

Yours faithfully,

For and on behalf of Bank Authorised Official

# Annexure-14 Guidelines on banning of business dealing

Sr. Contents

1. Introduction
2. Scope
3. Definitions
4. Initiation of banning / suspension
5. Suspension of business dealing
6. Ground on which banning of business dealings can be initiated
7. Banning of business dealings
8. Removal from list of approved agencies –suppliers/contractors
9. Show-cause notice
10. Appeal against the competent authority
11. Review of the decision by the competent authority
12. Circulation of names of agencies with whom business dealings have been banned

## Introduction

* 1. Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.
  2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## Scope

* 1. The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
  2. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
  3. However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.
  4. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
  5. These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.
  6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
  7. The banning shall be with prospective effect, i.e., future business dealings.

## Definitions

In these Guidelines, unless the context otherwise requires:

1. ‘Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer’ shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.
2. ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:
   1. If one is a subsidiary of the other.
   2. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
   3. If management is common;
   4. If one owns or controls the other in any manner;
3. ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:
   1. For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the “Competent Authority” for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the “Appellate Authority” in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
   2. For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors‟ Committee (EDC) shall be the “Competent Authority”. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
   3. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
   4. For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the “Competent Authority” for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the “Appellate Authority” in all such cases.

* 1. For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the “Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

* 1. Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

1. ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
2. ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers /

Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

## Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

## Suspension of Business Dealings

* 1. If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter- connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
  2. The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
  3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
  4. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
  5. For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-
     1. Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
     2. Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director,

GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

* + 1. If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.
  1. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
  2. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months’ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## Ground on which Banning of Business Dealings can be initiated

* 1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
  2. If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;
  3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
  4. If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
  5. If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
  6. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
  7. If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
  8. If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;
  9. If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
  10. Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
  11. Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
  12. Established litigant nature of the Agency to derive undue benefit;
  13. Continued poor performance of the Agency in several contracts;
  14. If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank’s properties including land, water resources, forests / trees, etc.
  15. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## Banning of Business Dealings

* 1. A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.
  2. There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, Inter-alia include:
     1. To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
     2. To recommend for issue of show-cause notice to the Agency by the concerned department.
     3. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
     4. To submit final recommendation to the Competent Authority for banning or otherwise.
  3. If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

* 1. If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
  2. Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.
* Banning of the agencies shall apply throughout the Bank including Subsidiaries.
* Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors‟ Committee (EDC) with ED (GAD) as Convener of the Committee.
* The committee shall expeditiously examine the report, give its comments/ recommendations within twenty one days of receipt of the reference by ED, GAD.
* If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
* On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
* The decision of the EDC shall be communicated to the agency by ED (GAD).

## Removal from List of Approved Agencies - Suppliers / Contractors, etc.

* 1. If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
  2. The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.
  3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## Show-cause Notice

* 1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
  2. If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.
  3. The Competent Authority may consider and pass an appropriate speaking order:

1. For exonerating the Agency if the charges are not established;
2. For removing the Agency from the list of approved Suppliers / Contactors, etc.
3. For banning the business dealing with the Agency.
   1. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## Appeal against the Decision of the Competent Authority

* 1. The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
  2. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon

disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

## Circulation of the names of Agencies with whom Business Dealings have been banned

* 1. Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
  2. If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
  3. If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
  4. Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

**Annexure – 15 – SERVICE LEVEL AGREEMENT (SLA)**

**ANNUAL TECHNICAL SUPPORT (ATS)**

This Annual Technical Support Contract ( “Agreement”) for Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) is entered into at Mumbai on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

# Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (A company incorporated under the provisions of the Companies Act, 1956) and having its Corporate Office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its place of business at **Mumbai** (hereinafter referred to as **“VENDOR”** which expression shall, unless it be repugnant upon the meaning and context thereof include its successors and permitted assigns), on the One Part

And

**Central Bank of India,** a Body Corporate, constituted under the banking companies (Acquisition and transfer of undertaking) Acts 1970, and having its Central Office at Chander Mukhi, Nariman Point, Mumbai – 400021 (hereinafter referred to as “**BANK”** which expression shall, unless it be repugnant upon the meaning and context thereof include its successors and permitted assigns), on the Other Part.

ATS issued pursuant to the Purchase order, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_ to carryout activity therein. If any clause not specifically incorporated herein and mentioned in above said RFP/subsequent corrigendum and purchase order shall be construed and interpreted be part of this agreement.

Both, Vendor and BANK hereinafter sometimes jointly referred to as ‘the Parties’ and individually referred to as ‘the Party’.

THIS AGREEMENT WITNESSETH as follows:

1. **General Details**

A. ATS Purpose : ATS for Software support and Developer/Creator

B. ATS Period : From \_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_

C. Bank Location : Central Bank of India, DIT

Plot 26, Sector-11

CBD Belapur, Navi Mumbai – 400614,

Maharashtra.

D. User Department : Central Bank of India,

IDA Deptt. DIT. Navi Mumbai

1. **Annual Technical Support Fee**

As per Purchase Order, the fee for Annual Technical Support Contract (“ATS”) mentioned in this Agreement will be Rs.\_\_\_\_\_\_\_\_\_\_\_ (Rupees in words) excluding taxes, which will paid on actuals basis for the period mentioned above. The payment term would be as follows-

The payment for Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) for 12 months after delivery of licenses with proper evidences i.e. Proof of Entitlement.

1. Goods and Services Taxes(GST) and its Compliance :-
2. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder.
3. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier / vendor 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.
4. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
5. If supplier/vendor as the case may be, is backlisted in the GST(Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
6. **Updates and New Releases**

Vendor will not charge BANK for the effort spent on improving the package / bringing about changes on accounts of observations raised by Bank / Regulatory/Statutory Authorities during the period of contract.

1. **Vendor Responsibilities under Annual Technical Support Contract**

The Bank shall provide suitable working space/facilities to the Vendor for storage of maintenance equipment.

As per Bank’s Policy, the proper Technical Support for the software should be available and set right within 24 hours of reporting the complaint. In case vendor fails to meet the above standards of Technical Support availability & maintenance, there will be a penalty in rupees per day as specified in the table below, subject to a maximum of 10% of the order value, for the services affected :

|  |  |  |
| --- | --- | --- |
| Sr.No | Item | Amount in Rs./day |
| 1 | Business Intelligence (BI) Software Tableau Technical Support | Rs. 2000- |

The normal Supports required should be 24 (Twenty Four) hours without impediment as per satisfaction of the Bank.

1. Vendor’s obligation to provide the Maintenance Service under this Agreement shall be limited by each of the following exclusions:
2. Licensed Software shall have been used exclusively for the permitted purpose and at BANK sites in terms of the license agreement thereof.
3. Vendor shall provide the guidelines to follow all material suggestions and procedures for installing, using and maintaining the licensed software (including upgradation) in accordance with the license agreement thereof.
4. BANK or any authorised third party will not have modified or attempted to modify the licensed software and shall not have breached any other terms of its License.
5. The licensed software should have been operated on compatible hardware or software as per requirement of the Bank inter-alia Application software recommended by IDRBT/Regulatory Authority time to time.
6. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of Business Intelligence (BI) Software Licenses (Software Subscription & Support) supplied by the Vendor as part of this Agreement.
7. Onsite Support Role & Responsibility:-
   1. The vendor should have back to back support from software OEM i.e. Sales force.
   2. All the complaints received shall be attended by them in following manner.
      1. Major faults which require visit to Site within 24 hrs.
      2. The support for Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) shall be as per manufactures instructions and as per the decision of IT Department of Central Bank of India.
      3. The vendor should provide Escalation matrix for support clearly mentioning escalation levels with corresponding contact details.
      4. Product Support services to be offered to Bank for direct access via both Telephone and Web to skilled staff of technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. This service should be provided through telephone, fax, e-mail and direct connection without any limitation.
      5. Audit related observation must be closed by the vendor on priority.
8. Hours of Service:
   1. The provision, by the vendor, of maintenance / support services will be confined to the Banks working hours on all working days.
   2. However, no additional charges / cost will be paid if the maintenance / support services are required beyond normal working hours in case of exigencies.
   3. This service should be provided through telephone, fax, e-mail and direct connection to without any limitation.

**6. Performance Bank Guarantee**

1. As mentioned above, the Successful Vendor will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank, for 3% of the total project cost valid for 24 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Vendor.
2. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
3. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
4. In the event of the Successful Vendor being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the vendor is unable to service the contract for whatever reason.
5. In the event of delays by Successful Vendor in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
6. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Vendor for its failure to complete its obligations under the contract.
7. The Bank shall also be entitled to make recoveries from the Successful Vendor's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
8. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Vendor under the contract. However, no interest shall be payable on the PBG.

**7. Confidentiality**

The VENDOR shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers; advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

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

**8. Intellectual Property Rights**

The VENDOR shall ensure that the Procurement of Business Intelligence (BI) Software Tableau (Software Licenses Subscription Delivery, Implementation, Support & Training) do not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank’s use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,

(i) Obtain a license so that the Bank may continue use of the licenses in accordance with the terms of this Agreement and the license agreement; or

(ii) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (ii) shall be exercised by the Bank in the event of the failure of the VENDOR to provide effective remedy under options (i) within a reasonable period which would not affect the normal functioning of the Bank. The VENDOR will have no liability for any claim of infringement based on (i) a claim which continues because of Bank’s failure to use a modified or replaced software that is at least functionally equivalent to the software, or the bank’s failure to use corrections, fixes, or enhancements made available and implemented by the VENDOR, despite notice of such failure by the VENDOR in writing, (ii) any change, not made by or on behalf of the VENDOR, to some or all of the software/deliverables supplied by the VENDOR or modification thereof.

**9. Liability**

The aggregate liability (whether in contract, tort or otherwise) of Vendor arising out of any breach of the terms of this Agreement shall be at actuals and limited to the value of this Agreement (ATS Cost). The Vendor liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

In no event shall Vendor be liable towards BANK for any indirect, incidental, consequential or exemplary damages, including without limitation any damages as to lost profit, data, goodwill or business, or any reliance or cover damages.

**10. Force Majeure**

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure**.**
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
3. If a Force Majeure situation arises, the Vendor shall promptly notify The Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by The Bank in writing, the Vendor shall continue to perform Vendor’s obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, The Bank and the Vendor shall hold consultations in an endeavour to find a solution to the problem.
5. In any event the decision regarding whether a particular event as claimed by the vendor is a force majeure event, will be taken by the bank and the same shall be final. Vendor undertakes not to dispute such a decision of the bank.

**11. Indemnity**

VENDOR shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software / equipment etc. maintained and supported by him. The Vendor shall indemnify the Bank in case of any mismatch of ITC(Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.

**12. Governing Law and Arbitration**

This Agreement is made under and will be governed by and construed in accordance with the laws prevailing in India. The parties to the Agreement shall be adhered all prevailing laws of the Land for the time being enforced.

In the event of a dispute or difference of any nature whatsoever between VENDOR and BANK during the course of the assignment arising as a result of this Agreement, the same will be referred for arbitration before a mutually agreed Sole Arbitrator failing which to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise three arbitrators. VENDOR and BANK will each nominate an arbitrator to the Board and these arbitrators will appoint the third arbitrator, who shall be the presiding Arbitrator. The decision by the arbitrator shall be binding and conclusive upon the parties, or their successors, assigns and trustees and they shall comply with such decision in good faith. Unless the award states otherwise, each of the parties shall bear the costs of arbitration equally. The language of the arbitration shall be in English. Venue of arbitration shall be Mumbai City and courts in Mumbai City shall have exclusive jurisdiction.

As per the amendment and insertion of Rule 144 (xi) in the General Financial Rules (GFRs)2017, no procurement shall be made in violation of restrictions as imposed by Government of India.

The Arbitration and Conciliation Act, 1996, as amended and in force and any Rules and Schemes framed there under shall govern the arbitration proceedings. The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

**13. Termination**

Either party may terminate this agreement at any time, if,

1. Any voluntary insolvency petition is filed against the other party , and if the other party is declared as insolvent by the competent court only; or,
2. Either party has not cured any breach of a material term of this agreement, within a period of Fifteen days of being notified of such a breach. Neither party shall have any liability upon such termination save that BANK shall make payments for all services rendered including parts thereof by VENDOR, until the actual date of termination.

**Termination – Key Terms & Conditions**

The contract may be terminated by BANK by giving one month notice in writing.

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty (30) days prior written notice to the Vendor.

The Bank shall also be entitled to terminate the agreement at any time by giving notice if the Vendor.

* has a winding up order made against it; or
* has a receiver appointed over all or substantial assets; or
* is or becomes unable to pay its debts as they become due; or
* enters into any arrangement or composition with or for the benefit of its creditors; or
* Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Vendor shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

**Exit Option and Contract Re-negotiation**

(i) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

* 1. Failure of the successful VENDOR to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract;
  2. Serious discrepancy in supplied equipment / functionality of any service, which has an impact on the Bank’s equipment in production environment;

(ii) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of EMD given by the VENDOR.

(iii) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable terms in case such terms are offered in the industry at that time.

(iv) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment and provide services to the Bank as per the contract.

(v) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 3 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

(vi) The reverse transition services to be provided by the VENDOR shall include the following:

* 1. The vendor shall suitably and adequately train the Bank’s or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.
  2. Vendor shall provide adequate documentation thereof.
  3. The vendor shall jointly manage the hardware equipment with the bank or designated team for a reasonable period of time.
  4. The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.

(vii) Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor’s Intellectual Property Rights of this Agreement.

(viii) Warranties:

* 1. All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
  2. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
  3. The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
  4. The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

(ix) The cost for reverse transition if any should be part of the commercial offer.

(x) During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

(xi) The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

(xii) The Bank and the VENDOR shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

(xiii) The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty (30) days prior written notice to the Vendor, at no cost to the Bank.

**14. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / 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 Vendors (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 cancel the contract if it determines that the Vendor has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a Vendor 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.

**15. Statutory Requirement**

VENDOR shall be responsible for all Statutory / Regulatory changes for this project at no additional cost to the BANK interalia provide any or all statutory / Regulatory report to the BANK free of cost.

**16. Right to Inspect, Examine and Audit:**

All OEM/Vendor records with respect to any matters / issues covered under the scope of this LIMITED TENDER 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 Bank’s auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Vendor which shall not be less than 7 days.

Vendor 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/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank’s standard. In case the VENDOR 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:-

* 1. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the VENDOR. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
  2. Provide the Bank with right to conduct audits on the VENDOR 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.
  3. 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 VENDOR within a reasonable time. This includes information maintained in paper and electronic formats.
  4. 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 VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank’s internal or external auditors, or by agents appointed by the Bank

If Auditor find out that any procedural lapses / error / requirement, VENDOR should carryout to eradicate / fulfil as per requirement of the BANK without any additional cost to the BANK.

1. **Miscellaneous**
2. Relationship of Parties/Independent Contractor: The relationship of the parties shall be that of independent contractors. Any employee, servant, subcontractor or agent of VENDOR who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of VENDOR and shall not be deemed to be an employee, servant, subcontractor or agent of BANK. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided herein. BANK Shall not be liable towards any government authority in respect of any claim, wages, dues raised by employee, servant including subcontractor or agent under applicable labour laws for time being enforce.
3. Entire Agreement; Amendments: This Agreement sets forth the entire agreement between the parties and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorised officials of both parties.
4. Assignment**:-** Bank may assign AMC provided therein by Vendor in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the contractors/Vendor , at its sole option, or upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with Vendor for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Vendor. Vendor shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such sub- contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.
5. No Waiver: Either party’s failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
6. Notices: All notices or other communications which are required or permitted to be given hereunder shall be in writing and shall be sent to the address of the recipient set forth below or such other address as the recipient may designate by notice given in accordance with the provisions of this Section with copies to:

In the case of VENDOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

In the case of BANK **The Assistant General Manager-IDA,**

**Dept. Of Information Technology**

**1st floor, Plot 26, Sector-11**

**CBD Belapur, Navi Mumbai - 400614**

Any such notice shall be delivered first class registered or certified airmail, postage prepaid, or by express courier service, service fee prepaid or by hand delivery or by Electronic Mail.

1. Employment: During the continuation of this Agreement and for two years thereafter, neither of the parties shall hire, solicit nor otherwise contract for services, as its own employee or as a contractor, either directly or indirectly, any person who at any time during the continuation of this Agreement shall have been an employee of the other.
2. Survival and Severability: Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR shall so survive beyond the expiration, or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.
3. Compliance with Laws
4. Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify 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 tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives /agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
5. Compliance in obtaining approvals/permissions/licenses: The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.
6. All necessary compliances relating to the transaction such as disclosure in 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 up to 10% of the value of supplier.

**I.** This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

**J.** Notwithstanding anything contained hereinabove or elsewhere, AMC Agreement shall prevail any or all document associated with this Agreement, if any conflict encountered.

For VENDOR For Central Bank of India

------------------------------------ ------------------------------------------

Authorised Signatory Authorised Signatory

Place:

Date:

Witness: Witness:

## \*\* END OF THE DOCUMENT \*\*