



Tender Reference No.CO:DIT:PUR:2017-18:256

Request for Proposal (RFP)

For

Appointment of Consultant

For

**Procuring Enterprise Fraud Risk Monitoring & Management Solutions
And Risk based transaction monitoring system across various banking
channels in the Bank**

We are pleased to invite bids for appointment of consultant for procuring Enterprise Fraud Risk Monitoring & Management Solution and Risk based transaction monitoring system across various banking channels in the Bank.

Important information regarding Bid submission

Tender Reference No.	CO:DIT:PUR:2017-18:256
Price of Tender documents	Rs.5,000/-
Earnest Money Deposit (EMD)	Rs. 2,50,000/-
Date of commencement of sale of RFP documents	19.03.2018
Submission of Queries (if any) by bidders	On or before 26.03.2018
Date , Time & Venue of Pre-bid meeting	27.03.2018 ; 3 pm Central Bank Of India Risk Management Department 1st floor, Bajaj Bhawan Nariman Point, Mumbai-400021
Last date and time for receipt Bids	10.04.2018 upto 3 pm
Date and time of opening Technical bid	10.04.2018 ; 3.30 pm
Place of submission of Bids	Deputy General Manager (RMD) Central Bank Of India Risk Management Department 1st floor, Bajaj Bhawan Nariman Point, Mumbai-400021
Address for communication	Same as above
Place of opening bids	Same as above
Contact numbers	022-66387583/ 66387854
E-mail address	agmrmd@centralbank.co.in dgmrmmd@centralbank.co.in
Web site	www.centralbankofindia.co.in

Interested bidders are requested to submit their Technical and Commercial offer in two separate sealed envelopes super scribing "BIDS FOR Appointment of consultant for Fraud Risk Monitoring & Management Solution and Risk based transaction monitoring system across various banking channels in the Bank TENDER NO.... (Technical Bid)" and super scribing "BIDS FOR Appointment of consultant for Fraud Risk Monitoring & Management Solution and Risk based transaction monitoring system across various banking channels in the Bank TENDER NO... (Commercial Bid)".

The copy of tender document may be down loaded from our website www.centralbankofindia.co.in and cost of the same be remitted on or before the pre-bid meeting.

**Deputy General Manager (RMD)
Central Bank Of India
Risk Management Department
1st floor, Bajaj Bhawan
Nariman Point, Mumbai-400021**

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1. About the Bank

Central Bank of India herein after referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector bank listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Offices (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 13 Zonal Offices to exercise immediate supervision and control over the 80 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of 4700 plus offices, spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank has also established its Wide Area Network at 4700 plus locations all over India covering administrative and branch offices and is planning to enlarge it during the current year.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB).

2. Introduction and Disclaimer

This Request for Proposal document (“RFP”) has been prepared solely to enable Central Bank of India (“Bank”) in defining the requirements for appointment of a consultant for procuring/implementing Fraud Risk Monitoring & Management solution and Risk based transaction monitoring system across various banking channels in the Bank

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

3. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

Neither the Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

4. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or Organization.

5. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the execution of NDA (Non-disclosure Agreement) with the Bank or undertaking of confidentiality given by the Recipient to Bank.

Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the NDA or confidentiality undertaking, as the case may be.

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

6. Disclaimer

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

7. Costs Borne by Respondents

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

8. No Legal Relationship

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

9. Recipient Obligation to Inform Itself

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

10. Evaluation of Offers

Each Recipient acknowledges and accepts that Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of Organization's, not limited to those selection criteria set out in this RFP document.

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

11. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

12. Pre-bid Meeting

Queries if any in respect of RFP, to be submitted on or before the date mentioned above. Document fee of Rs. 5000/- has to be submitted on or before the pre-bid meeting to attend the same. Those who have submitted Document fee of Rs. 5000/-, will be allowed to participate in the pre-bid meeting. However, those who choose not to attend the pre-bid meeting, can submit the tender fee subsequently on or before the last date for submission of offers.

13. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated above from Para 1 through Para 12.

14. Lodgment of RFP Response

(To be read in conjunction with Para 6)

14.a. RFP Closing Date

RFP Response may be received by the officials of our Purchase Department not later than the time mentioned above.

One (1) paper copy and one (1) electronic copy (Power Point or Microsoft Word and Excel, on CD ROM) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to *“Central Bank of India – RFP Evaluation Team” at Risk Management Department, 1st floor, Bajaj Bhavan, Nariman Point, Mumbai – 400 021.*

Bid submission will be considered valid if:

- a. Copies of the RFP are submitted before the aforementioned closing time.
- b. Submission is not by Fax transmission.
- c. Response is submitted in two separate sealed envelopes with separate marking “Technical Proposal” & “Commercial Proposal”
- d. All separate copies of RFP and attachments must be provided in a sealed envelope or sachet
- e. Only one submission of response to RFP by each Vendor / Service Provider will be permitted. The Bank is not open to alliances / partnerships and consortiums to deliver the scope of this RFP.
- f. The Bank expects experienced consultants who have the capability to serve the Bank only to quote for the services as per the scope of this RFP.

14.b. Registration of RFP

Registration will be effected upon Bank receiving the RFP response in the above manner (Para 13). The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the information required or is incomplete or submission is through Fax mode, the RFP is liable to be rejected.

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

14.c. Late RFP Policy

RFPs lodged after the deadline for lodgment of RFPs will not be accepted by Bank.

14.d. RFP Validity Period

RFPs will remain valid and open for evaluation according to the terms for a period of at least six (6) months from the time the RFP submission process closes on the deadline for lodgment of the RFPs.

14.e. Requests for Information

Recipients are required to direct all communications related to this RFP through the Nominated Point of Contact person i.e. Deputy General Manager - RMD.

All questions relating to the RFP, technical or otherwise, must be in writing only to the Nominated Point of Contact.

The Bank will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of RFPs. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address/es as responses to queries will only be provided to the Respondent via email.

If the Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify a response.

15. Notification

Bank will notify the Respondents in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

16. Disqualification

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

17. Process

Selection of a successful Service Provider will involve a five (5) stage approach. The approach follows the Indian Government's Central Vigilance Commission (CVC) guidelines.

- a. Issue of RFP document.
- b. Receipt of RFP document.
- c. Opening of the RFP.
- d. Technical & Commercial Evaluation of offers.
- e. Finalization with the successful bidder.

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Description	Due Date & Time*
Issue Tender Notification	19.03.2018
Pre-bid Meeting	27.03.2018 (3 pm) at RMD, Bajaj Bhavan, Nariman Point
Last Date for Bid Submission	10.04.2018 ; 3 pm
Bid (Technical) Opening Date	10.04.2018 ; 3.30 pm

1. Due to unforeseen reasons, if the RFP closing date happens to be a Bank Holiday, the closing date for submission of RFP should be automatically extended to next immediate working date.
2. Authorization letter should be issued by the bidders company to the representative or attending the meeting is required.
3. All the shortlisted intending bidders have to make a presentation before the panel of Bank Officials.

** All dates mentioned above are tentative dates and the bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates*

18. Current RFP Objectives

18.a. Project Objective

The Bank wishes to appoint competent Service Provider (SP) or Consultant for procurement of fraud risk monitoring/management solution and Risk based transaction monitoring system across various banking channels for Central Bank in India. The broad scope of work for the appointed SP/ consultant would be to assist in end to end fraud solution and transaction monitoring system procurement. This would include the following activities:

- a. Study the current environment in the Bank in co-ordination with concerned stakeholders/departments and arrive the actual requirements (technical/functional) for procurement/implementation of fraud risk monitoring/management solution and Risk based transaction monitoring system across various banking channels in the bank. Submit a detailed report recommending the best approach suitable for the Bank. Industry best practices and regulatory guidelines in the relevant domains to be considered while preparing the report.
- b. Preparation of RFP and evaluation of offers received from bidders in response to the RFP. Proper assessment of Hardware/software offered by the bidders also forms part of the evaluation.
- c. Prepare implementation strategy document in consultation with the identified vendor and to assist the bank in smooth implementation of the solution .
- d. To examine and certify that the solution is implemented in line with industry best practices/regulatory guidelines and also by considering the specific objectives (if any) of the bank.
- e. Preparation/review of best practices, policies and processes for fraud risk management and risk based transaction monitoring to enable the bank to establish an effective and efficient fraud risk management and risk based transaction monitoring framework. Approach to closure of alerts generated and responsibility of various stake holders in attending/closing the alerts will also to be properly documented as part of such policies.

18.b. Consultancy Project Scope

The Bank expressly stipulates that the SP's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the aforesaid activities. The SP shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required from time to time and requirements made known by the bank during the period of the contract.

Based on the defined scope, the SP shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource requirements.

The scope of work specified is a fixed price contract and no additional fees other than what have been quoted by the SP would be payable by the Bank.

The Bank expects the SP to complete the assignment across a period of 8 months from the date of contract. The scope to be undertaken by the SP for entire consultancy assignment during the contract period is detailed as below:

The SP is expected to provide on-site management assistance to the Bank for, solution procurement and implementation. This phase of the project is anticipated to last over a period of 8 months till the time the contract is signed with the Vendor who will provide the Risk and Fraud Monitoring & Management Solution.

The scope of work expected to be performed by the SP is as follows:

18.b.1 : Understanding Business Environment and Developing Fraud Risk Framework

The objective of this step is to assist in defining the overall Functional framework to be adopted by the Group. Inputs from this stage will be utilized in preparation of RFP document. SP would be required to:

- a) Understand key business objectives and goals towards implementing Enterprise Fraud Risk Solution and risk based transaction monitoring solution.
- b) Understand and review current business & fraud investigation environment landscape including the following:
 - Organization Structure.
 - Existing fraud solutions and capabilities gap.
 - Policies and procedures with respect to fraud monitoring, risk based transaction monitoring, code of conduct/ ethics, data protection and privacy, whistle blower etc.
 - Risk and Control Framework.
 - Existing loss event database.
 - Real Time Transaction monitoring system.
 - Efficiency behind Suspicious Activity and Reporting.
 - Data protection and privacy mechanisms.
 - Review of specific processes with fraud vulnerability.
 - Fraud vulnerability assessment.
 - Transaction velocity checks based on geographical location, frequency of transactions, usage pattern etc.
 - All Regulatory guidelines and Industry practices to be ensured.
- c) Based on the above understanding, deliberate and finalize Fraud Framework and transaction monitoring requirements.
- d) Prepare a Fraud Risk Framework and transaction monitoring framework which will include review of various options depending on best fit option for our bank.
 - Owned vs. Outsourced opex model.
 - Single System Integrator vs. multiple SI / service providers.
 - Single solution stack vs. best of breed solutions.
 - Module wise solution/Enterprise wise solution
- e) SP should suggest best possible way of integrating KYC AML data with operational data for generating early warning signals of fraud or suspected fraud and such integration will be formed as part of scope of work for the prosed RFP.

18.b.2. : Preparation of Request for Proposal (RFP)

The objective of this step is to define the overall scope of the project to enable the vendors to quote for the products and services. SP would need to undertake the following key activities during this stage:

- a. Define the procurement strategy for the initiative taking into consideration the requirements of our bank, statutory & regulatory guidelines, CVC guidelines and other relevant issues.
- b. Define procurement plan based on IT roadmap parameters defined during the development of Fraud Risk Functional Framework.
- c. Define the functional and technical requirements / specifications for the technology components for the Banks.
- d. Discuss the drafted functional and technical specifications with the bank and obtain sign-off on the same.
- e. Define Service Levels.
 - Identify SLA parameters.
 - Define & Develop SLA parameters for various components of the IT Infrastructure and services. These would include:
 - Uptime of critical systems.
 - Maintenance of downtime parameters.
 - Expected service levels and desired service level parameters.
 - Any other relevant parameter specific to the project.
 - Define the method of measuring and evaluating the Service levels.
 - Define escalation matrix and procedures.
 - Discuss the defined service levels and SLA parameters with the bank's management and obtain consensus.
- f. Prepare the RFP document/s which would be floated to vendors. The request for proposal document/s would include.
 - Define the scope of work to be performed by the vendor for the project.
 - Define the minimum eligibility criteria for the bidders .
 - Define the terms and conditions of the project .
 - Define the payment terms .
 - Define and design the evaluation methodology.
 - Define a framework for providing a comprehensive Price Bid.
 - Define a framework for providing the Bill of Material.
 - Define a framework for hardware sizing.
 - Define expected deliverables.
 - Discuss the formulated request for proposal with the bank.
 - Finalize and obtain sign-off on the request for proposal drafted.

18.b.3. : Provide assistance for vendor evaluation and selection

The objective of this step is to review Vendor proposals to the RFP/s which shall be floated for the solution. Key tasks to be performed would include:

- Prepare responses to the pre – bid technical and functional queries of the bidders.
- Conduct a detailed technical and functional evaluation of the eligible bidders.
- Assist the Bank in performing product demonstrations and functional product evaluations.
- Perform technical Bill of Material normalization.

- Present the technical and functional evaluation to the Bank's Senior Management.
- Assist the banks in the technical and functional short-listing.
- Conduct a commercial bid evaluation of the technically short-listed vendors.
- Assist the bank in short-listing the final vendor.
- Provide inputs to the bank's legal team for defining the Service Level Agreements.
- Acceptance of hardware and installation.

18.b.4. : Review/Preparation of Policies and processes

Fraud risk advisory services for recommendations on policy, processes, frameworks and benchmarking against best practices. This shall include the following activities.

- Policy/Strategy
 - Review anti-fraud policy and identify gaps on the basis of best practices
 - Review Code of Conduct and benchmark for employee integrity risk
 - Align fraud governance in tune with RBI regulations and New Companies' Act
 - Policies and procedures with respect to fraud monitoring, code of conduct/ethics, data protection and privacy, whistle blower etc
 - Help in organizational / department set-up for pro-active and post-facto fraud risk management, recommending team structure, roles & responsibilities pertaining to prevention, detection and response to frauds
 - Review Risk and Control Framework
 - Review existing loss event database
 - Review of fraud scenarios
 - Propose new framework for dashboard reporting
- Detection
 - Understand key business objectives and goals towards implementing Enterprise Fraud Risk Solution
 - Understand as-is fraud transaction monitoring
 - Assisting the bank in scenario building, alert filtering, risk grading and categorization
 - Defining data & knowledge inflow-outflow map for the above fraud scenarios
- Prevention
 - Review data protection and privacy controls from fraud risk point of view
 - Review fraud awareness and training material and benchmark against the state of the art
- Investigation
 - Investigation tools and case management software
 - Certifications and training requirements for investigators
 - External connectivity with law enforcement and fraud managers' community

19. Bidder Eligibility Criteria.

- a. Bidder should be a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws.
- b. Core business of the bidder must be in the area of providing consulting/advisory services .
- c. Bidder must have at least three years' experience in providing consulting / advisory services to banks in India in the area of fraud risk management, monitoring, investigations.
- d. Bidder should be in existence for five years as on 31.03.2018. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account).
- e. Bidder should have a minimum turnover of at least Rs. 100 crores in each of the last three financial years (2014-15, 2015-16 and 2016-17) from Indian operations.
- f. Bidder should have made net profits in each of the last three financial years (2014-15, 2015-16 and 2016-17).
- g. Bidder should not be blacklisted / barred / disqualified by any regulator / statutory body or any other PSU in India as on the last date of submission of offers.
- h. The bidder should not be in the business of system integration; should not be a software / hardware solution provider; should not be a product OEM.
- i. Bidder should have a dedicated team of more than 50 professionals in India specializing in fraud investigation and forensic specialists with significant experience in the Financial Services sector (excluding team members engaged in supplementary services like offshore practices, employee/vendor background verification, etc.) Self declaration letter signed by authorized signatory should be submitted along-with the bid.
- j. Bidder should not be a "NPA" in any of the banks in India.

Note: Banks mean Scheduled Commercial Banks in India only. Documentary evidence must be submitted for each criteria.

20. Earnest Money Deposit.

Subject to compliance of Response Submission Process as elucidated in the RFP, the intending bidders should pay along with bids an Earnest Money Deposit of Rs.2,50,000/- (Rupees Two Lakh Fifty thousand only). The EMD shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favor of '**Central Bank of India**' payable at Mumbai. The EMD will not carry any interest.

The EMD made by the bidder will be forfeited if:

- a. The bidder withdraws his tender before processing of the same.
- b. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. The EMD will be refunded to
 - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee in the Bank format for 10% of the contract value (valid till the end of assignment period) with 3 (three) months claim period.
 - The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

21. Application Money.

The intending bidders should pay an Application Money of Rs.5,000/- (Rupees Five thousand only) on or before the prebid meeting. The application money shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favor of '**Central Bank Of India** payable at Mumbai. The application money is non-refundable.

22. Submission of Bids

The bids shall be in two parts viz. Technical Proposal and Commercial Proposal. Both Technical and Commercial Proposals shall be submitted in separate sealed envelopes superscribing **"TECHNICAL PROPOSAL FOR Appointment of Consultant: TENDER REFERENCE NO.** "on top of the envelope containing the technical bid and **"COMMERCIAL PROPOSAL FOR Consultant: TENDER REFERENCE NO. "** on top of the envelope containing commercial bid.

These two separate sealed envelopes should be put together in the sealed master envelope superscribing **"PROPOSAL for Appointment of Consultant for Procuring Enterprise Fraud Risk Monitoring & Management Solutions and Risk based transaction monitoring system across various banking channels in the Bank: TENDER REFERENCE NO. "**

The Technical Proposal will be evaluated for technical suitability. Commercial Proposal shall be opened only for the short-listed bidders who have qualified in the Technical Proposal evaluation.

The Technical Proposal shall contain the requirement of the Bank as along with Annexure-A, C, D and E. A copy of the Commercial Proposal masking the prices is to be submitted along with the Technical Proposal.

The EMD as mentioned in Clause 20 is to be submitted along with the Technical Proposal.

The Technical Proposal shall be organized and submitted as per the following sequence:

- Table of Contents (list of documents enclosed).
- EMD (Earnest Money Deposit).
- Application money (if not paid earlier)
- Technical proposal detailing the scope , approach and deliverables for the scope of work specified in the document and manpower estimated to be deployed along with Annexure D.
- Compliance certificate for all the terms and conditions as per Annexure-C.
- All copies of certificates, documentary proofs etc.
- A CD containing soft copy of the proposal.
- Application money if not already remitted.
- Annexure A.
- Masked Annexure B.

The Commercial Proposal shall be submitted as per Annexure B. The bidder shall submit the Proposals properly filed so that the papers are not loose. The Bidder shall submit the proposal in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny.

All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial no. across the entire document.

The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

The Bids shall be addressed and submitted to:

Deputy General Manager (RMD)
Central Bank Of India
Risk Management Department
1st floor, Bajaj Bhawan
Nariman Point, Mumbai-400021

The bids (arranged as mentioned above) are to be submitted at the above address, marked with the tender number before the due date & time as specified. The bid submitted anywhere else is liable to be rejected.

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the nominated point of contact.

Bidders should provide their E-mail address in their queries without fail. The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.

The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

Formats of Bids- The bidders should use the formats prescribed by the Bank in the RFP for submitting both technical and commercial bids.

23. General Terms and Conditions

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

Execution of SLA/NDA & Confidentiality agreement

The SP and Bank should execute

- a. **Service Level Agreement.** This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and;
- b. **Non-disclosure Agreement.** The SP should execute the SLA and NDA as attached herewith within one month from the date of acceptance of Letter of Appointment.

Confidentiality agreement Other Terms and Conditions

- a. **Bank reserves the right to:**

- Reject any and all responses received in response to the RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.

- Extend the time for submission of all proposals.
 - Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
 - Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
 - Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) / others, in any form.
 - Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
 - Interview the personnel being deployed on the project.
- b. **Substitution of Project Team Members-** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the vendor can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.
- c. **Professionalism and Conflict of interest-** The SP should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

The Bank further requires that Bidder/Consultants provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

A Consultant that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. Bidder/Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Bank, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of the assignment.

- d. **Adherence to Standards:** The SP should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
- e. The Bank reserves the right to conduct an audit/on-going audit of the consulting services provided by the SP.
- f. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

- g. **EXPENSES-** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”.
- h. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
- i. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
- j. The bidder is expected to quote for the prices of the services with the applicable taxes (except GST) as on the date of bid submission. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.
- k. **Terms of Payment-** The SP is expected to quote for a fixed price for the project based on the line items specified under scope of work defined by the Bank. The payment terms and fees quoted in the Commercial Proposal (Annexure B) would be taken as the base for arriving the total cost for each project. No payment will be made against any line item for which the services have not been availed by the Bank specifically for Table 2 and Table 3.
- l. **Performance Bank Guarantee** The successful bidder will have to submit Performance Bank Guarantee for 10% of the total project cost, while submitting the acceptance of order. Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 12 (Twelve) months, from the date of acceptance of Purchase order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity. However it should be as per the bank's format enclosed with RFP. The PBG(Performance bank guarantee) shall be effective and if required to be extended during the currency / extended time of the contract period. The Successful bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project. • The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed as per time scheduled and the guarantee is not extended, or if the Successful bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the in Successful bidder writing before invoking the Bank guarantee.
- m. **Project Timeline:** - Project scope defined in the Para 18, all the activities in the scope must be completed within a maximum period of eight (8) months from the date of purchase order. Activity wise time line is as follows :

Sno	Activity	Timeline	Time frame
1	Study the operational areas from Fraud risk point of view and real time transaction monitoring point of view and submission of detailed report with specific recommendation/approach document	4 weeks from date of P.O.	4 weeks
2	Preparation of RFP	6 weeks from	2 weeks

		date of P.O.	
3	RFP floating, evaluation and finalization of successful bidder	14 weeks from date of P.O.	8 weeks
4	Monitoring of implementation of the solution, finalization of alert scenarios, Confirmation of proper implementation of the solution (covering customer initiated transactions – ex : delivery channel products)	20 weeks from date of P.O.	6 weeks
5	Monitoring of implementation of the solution, finalization of alert scenarios, Confirmation of proper implementation of the solution (covering other than customer initiated transactions – ex: CBS, Treasury etc.) and preparation/review of related policies, including HR policies (related portions)	26 weeks from date of P.O	6 weeks

n. Penalty: After six months of placing order, a penalty will be imposed on delay to SP, @ 5% per month on the total value of the order subject to maximum 25% of order value..

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

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

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

q. Arbitration: In case of any dispute, Bank may appoint an arbitrator, which would be accepted by the Bidder. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be Mumbai. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, selected bidder will be expected to continue services as per satisfaction of the Bank.

The Bank shall have the right to initiate appropriate proceedings before any court of competent jurisdiction, should it find it expedient to do so.

r. Cancellation of Contract and Compensation- The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.

- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages/Penalty exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

- s. **Non-payment of professional fees-** If any of the items/activities as mentioned in the price bid and as mentioned in Annexure B are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the SP in the Price Bid against such activity/item.
- t. **Assignment** - Bank may assign the services provided therein by selected bidder upon the occurrence of the following: (i) Service Provider refuses to perform; (ii) Service Provider is unable to perform; (iii) termination of the contract with Service Provider for any reason whatsoever; (iv) expiry of the contract(v) failure to perform contractual obligation during the currency of the contract.
- u. **Subcontracting/Independent Contractor-** The SP shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. Service Provider shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- v. **Limitation of Liability-** The aggregate liability of the SP in connection with this Agreement, the consultancy services provided by the Consultant for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the value paid to the consultant in the contract for the specific scope of work document. The Service Providers liability in case of claims against the Bank resulting from misconduct or gross negligence of the Service Provider, its employees and subcontractors or from infringement Intellectual Property Right or breach of confidentiality obligations shall be unlimited.

- w. **INDEMNITY**- Bidder shall indemnify and hold harmless the Bank and its personnel from and against any loss, dues, fine, penalty, compensation, cost, damage, liability and expenses (including but not limited to attorney's fees) incurred relating to any claims arising out of or in any way relating to the Services under this Agreement.
- x. **FORCE MAJEURE** -For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.
- i. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.
 - ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
 - iii. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
 - iv. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

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

- y. **Integrity Pact** - Each participating bidder/s shall submit Integrity Pact as per attached Annexure-H on duly stamped of INR 500. Integrity pact should submit by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

z- confidentiality:

- Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider shall take appropriate measures by instruction and similar confidentiality written Contract prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The Service Provider 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 Contract. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Contract by the Service Provider and the Service Provider shall be accordingly liable therefore and indemnify to the Bank.
- Provided that the Service Provider 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 Service Provider 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.

za-Audit:

During the course of this Agreement, Central Bank of India reserves the right after giving reasonable prior 7 (Seven) days written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Services being provided by Service Provider during the Agreement and all records, operational controls and processes for the last two years relating thereto. Service Provider shall co-operate fully and shall provide any information or other facility reasonably required by Central Bank of India for the purpose of undertaking such review or audit as mentioned above.

zb- Termination and Exit option

(A)Termination for Convenience

The Bank, by (15 fifteen) days written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

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

zc-Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Service Provider observe the highest standard of ethics during the execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive

practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

zd-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.

ze-Compliance with Laws:

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same

valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Service Provider.

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

zf-Violation of terms

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

zg-Liquidated Damages

1. If the successful Bidder fails to perform the Services within the period(s) specified in the RFP/Agreement, 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. Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance of the contractual obligation in time schedule/ during currency of the contract.
2. The total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount.

zh- 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.

zi-Entire Agreement; Amendments:

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

zj-Survival and Severability

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of

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

24. Bid Evaluation Criteria

SP Selection/Evaluation Process- The evaluation of technical proposals, among other things, will be based on the following:

- Bidder's financial stability
- Methodology/ Approach proposed for accomplishing the proposed project.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Prior experience of the bidder in undertaking projects of similar nature.
- Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

- Matching the clear eligibility criteria as indicated under Clause 19 above (SP Eligibility Criteria)
- Short-listing of the bidders based on the fully matched criteria.
- Paper evaluation based on response.
- Arriving at the final score on technical proposal.

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

The evaluation of the response to this RFP will be done on an **70-30 techno-commercial evaluation method**. 70% weightage is to the response to Table below - "Technical Bid evaluation criteria" and 30% weightage to the response to Annexure B - "Commercial Bid Format". The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology has been given below.

$$\text{Total score} = 0.70 \times T(s) + 0.30 \times F(s)$$

Where:

$$T(s) = T(v) / 100 \times 100$$

$$F(s) = (LEC / EC) \times 100$$

Acronyms:

- T(s) stands for percentage of technical evaluation score out of 100.
- T(v) stands for sum of the score as per 'Evaluation Criteria- Technical Bid Evaluation Criteria' (refer table below).
- F(s) stands for %age of a consultant's commercial price compared to the lowest quoted price.
- EC stands for Evaluated Cost of the Commercial offer quoted for by the consultant.

- LEC stands for Lowest Evaluated Cost of the Commercial offer amongst the consultants.

The consultant scoring the higher marks based on the criteria given above will be awarded all the assignments given in Scope of work.

For individual areas of work mentioned in the sections above, the bank/s will issue individual statement of work containing the scope, timeline and deliverables to the consultant chosen as part of this RFP process.

Bank may, at its sole discretion, decides to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Commercial Bid Evaluation Criteria- It may be noted that commercial bids will be subjected to following evaluation process-

- Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation. Only those bidders scoring 60% (60 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

Table : Technical Bid Evaluation Criteria

Sr. No.	Particulars	Maximum Marks	Scoring Mechanism
1.	Credentials on past experience of three years in evaluation of Enterprise - wide Fraud Risk Management Application software for any scheduled commercial bank in India (Evaluation should at least cover CBS transactions). Work should have included drafting RFP for vendors dealing in fraud monitoring software and undertaking evaluation including demo, proof of concept, etc	30 (Minimum marks required : 20)	▪ 2 or more public sector banks in India - 30 marks ▪ 1 public sector bank in India - 20 marks
2.	Number of resources specializing in fraud investigation and forensic services in India (excluding offshore practices & employee background verification teams)	20 (Minimum Marks required : 10)	▪ More than 100 resources – 20 Marks ▪ 50 or more resources – 10 marks
3.	Bidders existence in years	15 (Minimum Marks required : 10)	▪ More than 10 years as on 31.03.2018 - 15 marks ▪ More than 5 years as on 31.03.2018 - 10 marks ▪
4.	Turnover of bidder in each of the last three years (2014-15, 2015-16 and 2016-17)	20 (Minimum Marks required : 10)	▪ More than 500 crores in each of the three years - 20 marks ▪ More than 200 crores in each of the three years - 15 marks ▪ More than 100 crores in each of the three years -10 marks
5.	Net Profit in each of the last three financial years (2014-15, 2015-16 and 2016-17)	15 (Minimum Marks required : 10)	▪ More than 10 crore - 15 marks ▪ Up to 10 crore 10 marks
	TOTAL	100	

"Overall minimum Qualifying Score will be 60%, subject to scoring of minimum required marks for each of the above criteria as mentioned above."

Note:

- All references have to be from commercial banks in India only.
- Banks exclude Cooperative Banks.
- The SP is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.

25. Annexures

25.1. Annexure A- Technical Proposal Format

Sr.No	Particulars	Details to be furnished by the Bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office / Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group) Year 2014 - 15 Year 2015 - 16 Year 2016 - 17	
10	Net Profit of the bidder (not of the group) Year 2014 - 15 Year 2015 - 16 Year 2016 - 17	
11	Approach and methodology for the proposed scope of work along with Illustrative deliverables	

Sr.No	Particulars	Details to be furnished by the Bidder
12	Details of the similar assignments executed by the bidder during the last two years in India (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
13	List of applicants major customers in last 3 years and details as below may be taken; i).Name and complete postal Address of the customer. ii).Name, designation, Telephone, Fax, Telex No.s, e-mails and address of the contact person(customer) iii).Nature & Description, staff Consultancy work ordered by the customer during 2 yrs. iv). Whether reference letter enclosed.	
14	Details of inputs / requirements required by the bidder to execute this assignment.	

Declaration:

- We confirm that we will abide by all the terms and conditions contained in the RFP.
- We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
- We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place :

Date :

Seal & Signature of the bidder:

25.2. Annexure B- Commercial Bid Format

The SP has to quote for the fees based on the scope of work outlined in Section 16.2

“Consultancy Project Scope”. Prices below are to be quoted exclusive of applicable taxes.

Table 1:

Sno	Activity	%age of TCO	Amount
1	Study the operational areas from Fraud risk point of view and real time transaction monitoring point of view and submission of detailed report with specific recommendation/approach document	20%	
2	Preparation of RFP	10%	
3	RFP floating, evaluation and finalization of successful bidder	20%	
4	Monitoring of implementation of the solution, finalization of alert scenarios, Confirmation of proper implementation of the solution (covering customer initiated transactions – ex : delivery channel products)	30%	
5	Monitoring of implementation of the solution, finalization of alert scenarios, Confirmation of proper implementation of the solution (covering other than customer initiated transactions – ex: CBS, Treasury etc.) and preparation/review of related policies, including HR policies (related portions)	20%	
	Payments schedule is linked to activity time frame as given above in this RFP		
	TCO amount in Words		

Note:

- The price quoted for the project should be inclusive of taxes and charges except GST. tax. GST will be payable actuals
- The base location for the project execution would be Mumbai.
- The SP will have to work as per the timing of the Bank
- All prices to be valid for a period of 2 years from the date of contract execution / signing.

25.3. Annexure C- Compliance Certificate

Compliance Certificate

To,

Date :

**Dy. General Manager -RMD
Central Bank Of India
RMD, Central Office,
Bajaj Bhavan, Nariman Point**

Dear Sir,

Ref: -

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

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

25.4. Annexure D- Proposed Team Profile

Sl No	Major Deliverables of the project where team member is proposed to be involved	Name of the team member	Qualifications and certifications	Previous Banks where team member was associated	Duration of team member association with the bidder	No. of years of experience
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

25.5. Annexure E- Comments on the Terms & Conditions, Services and Facilities provided

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

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comments/Queries
1				
2				
3				
4				
5				

25.6. Annexure F- Confidentiality Agreement

Confidentiality Agreement

This agreement is entered into as of this _____ day of _____ 2018, by and between the bank and _____.

Where, the undersigned is desirous of accessing restricted / confidential / internal information / data of the bank; and therefore, the undersigned agree to the following:

1. We will not disclose or make available to any third party of the bank, any confidential, internal or proprietary contents of the knowledge or information of the bank or information about its clients maintained on the knowledge or information bases of the bank, nor will I grant direct access to such information or information sharing processes unless :
 - ▶ The concerned information owner in the bank gives them expressed, advanced and written permission as to each and every third party;
 - ▶ Each and every employee of the third party enters into a written agreement in the form of this Agreement.
2. Such confidentiality will be maintained by us during the period of our employment / contract with the bank as well as after the termination of such employment / contract.
3. We have read and understood the Bank's IS Security Policies and Procedures and agree to abide by it.
4. We will protect confidential / internal information of the bank from loss and unauthorized use and manipulation.

Signature (_____)

Name (_____)

25.7. ANNEXURE G-NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2018.
BETWEEN

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

AND

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

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

WHEREAS:

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

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

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

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

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

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

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

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

4. **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.
5. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

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

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

25.8 Annexure-H

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7

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e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

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.

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the 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.

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

Section 9 – Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by 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 the Principal
Bidder / Contractor**

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

End of Document