



**Agriculture & Social
Banking Dept. (ASBD)
and Department of
Information Technology
(DIT), invites Request
for Proposal (RFP)**

**“End to End Financial
Inclusion Gateway Solution
on Turnkey basis”
For Central Bank of India**

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Section-1

Tender Details

INVITATION FOR TENDER OFFER

Central Bank of India, the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chander Mukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 13 Zonal Offices (ZO) and 4600 plus branches spread across India, invites online tender offers (Technical offer and Commercial offer) from eligible Vendors to **Supply, Implement, Migrate and Maintain End to End Financial Inclusion Solution on Turnkey basis for Central Bank of India** through GEM Portal.

The details are given below:

Tender Reference Number	GEM/2025/B/6804900
Cost of RFP: Non-Refundable	NIL
Date of RFP Issue	17 /10/2025
Bid Security (EMD)	<p>An amount of ₹90,00,000/- (₹ Ninety Lac Only) in the form of Unconditional Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft /RTGS/NEFT/Bank Guaranty with narration Tender ref no GEM/2025/B/6804900 in the account no.- 1122845035 of Central Bank of India (IFSC Code – CBIN0281067) in favor of “Central Bank Of India” and payable at Mumbai.</p> <p>Exemption is applicable to MSME Bidders as per the MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, on submission of relevant documents.</p>
e-mail IDs for sending queries and Last Date for submission of queries	<p>socialbankingrfpbc@centralbank.bank.in</p> <p>Latest by 29/10/2025 Queries to be submitted with Proof of remittance of document.</p>
Date and time for Pre-Bid Meeting,	31/10/2025; 03:00 PM (Physical on Address mentioned below / Online through Video Conference)

Last Date and Time submission of Bids Mode of bid submission & online portal's URL	As per the GEM Portal
Time & Date of Opening of technical bids	As per the GEM Portal
Address for Communication	General Manager, Agriculture and Social Banking Department, Financial Inclusion Cell, Central Office, Central Bank of India 2 ND Floor, Mumbai Main Office Building, Fort, M G Road, Mumbai- 400023.

If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank and the activity will shift to that date.

The pre bid meeting will be held in person / online through VC with the bidders who have submitted their queries by email to the Bank on or before the stipulated time or as per GeM guidelines.

Bank reserves the right to make changes in the RFP document with respect to clauses, dates and timelines mentioned in this RFP which will be communicated by placing the same as corrigendum on GEM's website.

If any vendor chooses not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank as per GeM guidelines. 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 sent to designated email ID within stipulated time as mentioned.

Any tender received without Document or exemption certificate for MSME, will be disqualified.

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

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DISCLAIMER The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s)

on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. GFR and other GeM Rules shall be applicable.

ELIGIBILITY CRITERIA

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

	Eligibility Criteria	Document Required
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
3	The bidder must have an annual turnover in India of INR 100 crore per annum in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited / provisional balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited / provisional Balance Sheet. In case of unavailability of audited Balance sheet for FY 2024-25, provisional Balance sheet can be accepted with the condition that bidder has to submit audited Balance sheet on or before issuance of Purchase

		order / work order and there shall not be any variation more than 10 %.
4	The bidder should have made net profits in any two financial years out of the last three financial years (i.e. 2022-23, 2023-24 and 2024-25).	Copy of audited / provisional Balance Sheet. In case of unavailability of audited Balance sheet for FY 2024-25, provisional Balance sheet can be accepted with the condition that bidder has to submit audited Balance sheet on or before issuance of Purchase order / work order and there shall not be any variation more than 10 %.
5	The bidder should have a positive net worth in last three financial years (i.e. 2022-23,2023-24 and 2024-25)	Certificate of the Chartered Accountant for preceding three FY.
6	The Bidder should have implemented the Financial Inclusion Gateway solution which should be running presently in at least 1 (one) Public Sector Bank and supporting/managing the same during the last three year from the date of this RFP. For experience purpose bidder should have implemented and maintained the solution for minimum 10,000 BCs.	<p>Proof of</p> <ol style="list-style-type: none"> 1. Copy of purchase order 2. Satisfactory report from Bank needs to be submitted by bidders along with bid. <p>Purchase Order/agreement and Customer certificate / report duly signed by customer with company seal etc. Following details should be provided:</p> <p>Name of the organization & Location</p> <p>Name & phone number & e-mail of contact person of the organization</p>
7	The bidder should have support offices in Mumbai and Hyderabad for after sale support and maintenance of offered solution (address & contact details should be provided with this offer). If office is not available in Mumbai / Hyderabad, then the Bidder will have to give an undertaking for opening office and setup such support center within 3 months of award of contract, to provide the necessary support.	Submit supporting document for proof of office address at Mumbai and Hyderabad. If not available, Submit the letter of undertaking on Company's letter head for opening office and setup such support center within 3 months of award of contract, to provide the necessary support.

8	At the time of bidding, the Bidder should not have been insolvent / in receivership / Bankrupt or being wound up / blacklisted/ debarred by any Govt. / IBA/ RBI/ PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking on Company's letter head.
9	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/ services	Submit the undertaking self-declaration on Company's letter head.
10	Proposed FI Gateway solution should adhere strictly to UIDAI / NPCI / RBI & other guidelines/circulars, so that the entire proposed process flow/ operations of the FI Gateway solution set up, in live environment, adheres to UIDAI / NPCI / RBI & other Regulatory guidelines.	Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
11	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate
12	Bidder should not have NPA with any Bank /financial institutions in India. Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit self-declaration on Company's letter head.
13	The Bidder or its Technology Partner should not be owned or controlled by any Director, officer or employee of Central Bank of India or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule	Undertaking to be given by the Bidder at time of submission on company's letter head.

	4 of the companies (specification of definition details) rules 2014	
14	Bidder shall be the OEM/ Certified or authorized agent/ reseller/ partner of the proposed solution. The proposed solution quoted in this RFP should have been implemented by the bidder and is operational for not less than minimum three years as on the date of RFP.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. Along with relevant certificate from existing bank.

- Bank may visit installation/es by the Bidder for a field deployment evaluation if required. Bidder to facilitate the visit to site, expenses for such visit by bank officials have to be borne by bidder.
- Only one bid per bidder is permitted.
- Bidder should submit provisional/audited financial for FY 2024-25 on or before empanelment. In case of unavailability of audited Balance sheet for FY 2024-25, provisional Balance sheet can be accepted with the condition that bidder has to submit audited Balance sheet on or before issuance of Purchase order / work order and there shall not be any variation more than 10 %.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail to rejection of the offer summarily. **Copies of relevant documents / certificates should be submitted as proof in support of the claims made in the same sequence.** Central Bank of India reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidder.

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same. If OEM is participating, then SI cannot participate with same solution. However multiple SI can participate with same OEM solution, only if OEM is not participating.

* Bank may accept or reject an offer without assigning any reason whatsoever.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.

INTRODUCTION

Central Bank of India, established in 1911, was nationalized in the year 1969 and today is a leading public sector undertaking listed in BSE/NSE.

The organisational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Offices (RO) and Branches. Central Office, 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 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of approx. 4600 plus branches, spread across the length and breadth of the country with presence in all the States and Union Territories (UTs).

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 Data Center (DC) of the Bank and the CBS Project Management Office of the Bank located at CBD Belapur, Navi Mumbai with Disaster Recovery Site (DRS) at Hyderabad.

Bank means Central Bank of India.

PROJECT OVERVIEW

Central Bank of India has launched Financial Inclusion (FI) programmes with a mission to ensure greater reach for financial services in rural and urban areas which are unbanked or under banked. These programmes offer banking services to the unbanked populations through use of Information Communication Technology (ICT). The services are delivered using the Business Correspondent (BC) network as permitted by the Reserve Bank of India

The Financial Inclusion (FI) program have a larger objective of offering a variety of financial services ranging from no-frill account with Limited OD facility to loan accounts, FD, RD, KCC, Remittance, Micro Pension, Micro Insurance, and Mutual funds etc.

The Bank intends to extend banking and financial services to the under banked and unbanked areas of the country through its program of Financial Inclusion (FI). In the context of Financial Inclusion, the Bank envisages extension of Banking & Financial Services to under-banked & unbanked (rural & urban) areas through various channels to provide “branchless banking” and deliver financial and banking services. The technology architecture supporting delivery of financial and no- financial services, this strategy involves a combination of various technologies and facilities like smart card technology, RuPay Card, contact /contact-less cards, biometric, finger, face Authentication and IRIS, UPI, Aadhaar Enabled Payment System, e-KYC, v-KYC, IMPS, NEFT, Aadhaar seeding, mobile seeding, PMSBY, PMJBY, APY, BC Commission Calculation, geo-tagging and fencing, BC on-boarding, Early Warning System, BC Maxx etc. These technologies (herein after called ICT based financial inclusion technologies) shall support online transactions and operations as explained here below in subsequent paragraphs.

PURPOSE OF RFP

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, with its Central Office at Chander Mukhi, Nariman Point, Mumbai-400021, hereinafter referred to as the "Bank", seeks to procure a **complete FIGS solution** including Hardware (H/W), Software, Applications, Annual Maintenance Contract (AMC)/Annual Technical Support (ATS), Including Migration of existing FIGS solution and Facility Management (FM) Services, Help-desk to enhance operational efficiency and ensure seamless functionality across its vast network for period of 7 years.

Section-2

Scope of Work

BROAD SCOPE OF WORK

Bank requires to procure end to end solution for its Financial Inclusion Gateway Server. The solution is required to be implemented and maintained at Bank's Data Centre (DC) and Disaster Recovery Centre (DRC). The implementation will include migration of existing functionalities and data from current FIGS system to the new system.

The Bidder is expected to provide the following:

- 1. Financial Inclusion Gateway Server (FIGS):** To process all AePS, e-KYC, Micro-ATM, and all value-added services available at BC point by integrating with different source systems. Also to incorporate new features such as cash-withdrawal using UPI at BC point, UDIR etc. and other functionalities as mandated by NPCI/RBI/NABARD/UIDAI/DFS from time to time.
- 2. Web and Android App for BCs:** The services offered at BC point shall be offered by Bank's BC website and Android App (Multilingual). The necessary solution should be provided by the Bidder, along with necessary software required for hardening the device for enhance security.
- 3. Dashboard and MIS reporting:** The solution should provide for Dashboard and MIS reporting solution (Multilingual) for the use by Bank's Branches, BC Supervisors, Administrative Offices, Corporate BCs and BC agent etc., to view and download reports.
- 4. Inspection and Reporting solution:** The solution should have provision to upload Inspection reports and Minutes of meetings by BCs, Corporate BCs, and Bank' Offices as per Bank's internal policies. The Bank's Administrative Offices should be able download the reports.
- 5. Performance Monitoring and Analysis Solution:** The Bidders should provide a solution performance analysis and reporting of BCs, BC Supervisor, Corporate BCs, Region, Zone, Central Office etc. Drill down option should be provided to further analyze the reports / Data.
- 6. End-to-End automated User management and onboarding process:** The solution should have provision for automated BC and CBC onboarding. The solution should have option to monitor the onboarding process progress and necessary MIS reports should be available CBC / Region / Zone / Bank -wise (as a whole). The reports and MIS are expected to be mapped with the Branch Master Data for a clear visibility of BC network distribution across the Bank.
- 7. End-to-End BC Commission Calculation and Payment Solution:** The Solution is required to automatically calculate the BC commission on Monthly/periodic Basis and provide the same for BC / CBC / Bank. Further the payout process to the CBC/BCs should be automated as per Bank's internal policies.

8. **Early warning checks and alerts:** The solution should have inbuilt security features to configure the various limits as per Bank's Internal policies. The solution should also have early warning checks and alerts to detect and alert about possible frauds / misuse of system by BCs.

9. **e-KYC Module:** The solution should have a module for e-KYC which shall be used at Branches through a dedicated internal website and share the details with Bank's CBS. The solution should also have an option to expose API to other systems for various e-KYC services. A MIS report should be available with drill down for the Bank to download e-KYC usage channel-wise. In addition, e-KYC App/Application required for android/IOS/Windows for E-KYC, which can be utilized by branch/es for On-site customer enrollment.

10. **API Manager :** The solution should have option to offer APIs for all the services available at BC point through API to other Apps / websites to connect and use all or limited services as per Bank's discretion.

11. **Services:** The vendor should provide L1 & L2 resources to provide Helpdesk, Technical support and Maintenance of the entire solution throughout the project period. The vendor is required to support in PCI-DSS compliance, regular Audit closure, Ad-hoc Reports, DR-Drills and other activities of Bank. Further the product upgrades and patches for statutory compliances requirements should be provided regularly without delays, at no cost to Bank. Ticketing system for helpdesk related services should be provided.

12. **Hardware and Infrastructure:** The Bidder is required to supply, install and maintain the entire hardware infrastructure required for the project. The Bidder should size the hardware according to the volume projections provided by Bank in this RFP Document. The hardware sizing should also take into account the monitoring tools which shall be deployed by the Bank. Further the peak utilization of Hardware should not exceed 70 % at any point of time. If due to sizing issues the utilization exceeds the vendor will have to upgrade the hardware accordingly at its own cost. Bidder is responsible for Tagging of the Supplied Hardware and related Equipment as per Standard. The bidder is also required to supply all necessary cables, Rack etc. required for installation in Bank's DC and DRC. The Bidder shall also maintain the same throughout the contract period and replace it as and when required with no cost to Bank. The Bidder is also required to make arrangement for delivery and installation of all hardware items till DC / DRC which are located on floors of multistoried building. If required the bidder may visit the offices for inspection.

13. **DC-DR Setup:** The FIGS setup is a critical infrastructure for our Bank, hence in-order to ensure business continuity it is required to have a proper DC-DR setup in place. The Bidder is required to do the necessary sizing, procure and implement the required setup.

14. **Backup solution:** The Backup of the data is required to be taken on tape library. The Bidder is required to provide the suitable solution for the same along with Hardware and software.

15. Migration: The Bidder is required to migrate the existing FIGS setup to new setup in time bound manner and retain the historical data and make it available as and when required.

16. Software (OS, DB, Middleware etc.): The Bidder must provide all necessary software, required to run the solution trouble free as per the terms of SLA. The necessary licenses and software support from OEM is required to be arranged by the Bidder to meet the SLA timelines. Bank has executed Unlimited License Agreement (ULA) with ORACLE and the same will be provided by Bank. The Oracle features available under ULA are as below:

- Oracle Database Enterprise Edition
- Oracle Real Application Clusters
- Oracle Partitioning
- Oracle Diagnostics Pack
- Oracle Tuning Pack
- Oracle Web Logic Suite
- Oracle Advanced Security
- Oracle Data Masking and Sub-setting Pack
- Oracle Advanced Data Guard

So, if the quoted product is compatible with Oracle, then the Bidder may use the Bank's ULA for Oracle DB. However, in such case the Bidder will have to make arrangement for installation and maintenance of the same through its DBA (Database Administrators) for the entire duration of the contract at no cost to bank. The Bidder is also required to do the regular patching of the OS, DB, Middleware, firmware etc. as per Bank's policy.

DETAILED SCOPE OF WORK

FINANCIAL INCLUSION GATEWAY SOLUTION (FIGS)

<p>1. The Technology Service Provider (TSP); System Integrator capable of providing an end-to-end Financial Inclusion Gateway Solution. The successful bidder shall design the Platform with high availability & secure infrastructure in Data Centre (DC), Disaster Recovery (DR) site and Near DR Site as per Industry accepted security standards and best practices.</p>
<p>2. Bidder shall develop/supply and install requisite Hardware/software/solution for FI as per the specifications and schedule mention in the RFP. The requirement of Bank which is enumerated in the scope of work and other sections of this RFP.</p>
<p>3. The bidder shall be required to implement end-to-end working solutions at locations defined by the Bank (BC/ Branches/ Zones) as both Web, app based and Intranet platform. The bidder should propose the comprehensive Platform having services for front end (Customer side) as well back end (Bank Side) to meet the requirements in the RFP. The bidder must provide details of all proposed software component in Bill of Material & the corresponding price in Commercial Bid Format.</p>
<p>4. The bidder will be responsible for the uninterrupted performance of the application deployed, by providing technical support including additional requirement, which may arise during the period of contract.</p>
<p>5. The bidder shall provide necessary technology for the payment through Aadhaar Enabled Payment System/ATM Cards/ comprehensive financial inclusion projects including: -</p> <ol style="list-style-type: none"> 1. FIGS application for Mobile App & website (Central & Client). 2. Bidder shall provide FIGS Application for Mobile App, Website (Central and Client) and MIS App for BC Agents in Multilingual, so that the user has an option to access the respective app and portal in their preferred language. 3. Micro ATM application. 4. FI Gateway server. 5. e-KYC /v-KYC and integration with various channels. 6. OS, DB and other third-party software licenses. 7. Automatic commission and remuneration processing for corporate Business Correspondents (BC) and BCs. 8. BC Management solution: BC Life Cycle Management System – (Location approval, Selection of BC, Profiling of BC and on boarding with generation of Business Correspondent / Business Facilitator) BCBF Code, BC monitoring with geo tagging & fencing for BC movement, Centralized remuneration structure with MIS, Site inspection by Officials at BC Point) 9. Online dashboard & MIS reports for Bank, BC Supervisors and BCs. 10. Digital On-boarding of BCs 11. Sub Agent/ Alternate agent's creation and management module. 12. MIS App for Agents. 13. Agent performance analysis. 14. Chatbot for BCs. 15. Online Ticketing system. 16. Early warning system.

17. Fraud Detection.
18. Centralized Device control and management.
19. Biometric Standards and Authentication using L1 devices.
20. Aadhaar Enable Payments.
21. Card based Authentication & transaction.
22. IMPS/ NEFT/ RTGS/ Bhim Aadhar/ Bill Payment/ QR Code.
23. BC Inspection android application.
24. Migration from existing system to New FIG Solution.
25. Change Management to carry out the activities of change management process.
26. Application Support and Management: application support and necessary maintenance activities covering L1 & L2 support.
27. Helpdesk Support and Management: helpdesk support to carry out the activities to assist and help field BC agents.
28. Infrastructure Support and Management: To carry out the activities of infrastructure support and management.
29. Adhoc Reporting: To support Adhoc reporting as per Bank's requirements.
30. CBC / BC onboarding through automated straight through processing (STP).
31. Solution should be capable of implementing Geo tagging and Geo fencing as per NPCI guidelines. Along with all the existing functionalities. (List of functionalities are attached as Annexure-XIX).
32. FIGS API Manager: To manage third party integrations.
33. Implementation of GOI/IBA/DFS/NPCI/UIDAI schemes and Reform Agenda.
34. Monitoring of Loan account with Geo tagging and upload facility.
35. Collection in Loan accounts.
36. Enrollment for Micro Pension, Micro Insurance (Jansuraksha Insurance schemes PMJJBY, PMSBY and Pension scheme APY).
37. Cash management module.
38. Learning and Document Management module for BCs.
39. Grievance Resolution Mechanism for BCs through Ticket management Module.
40. Grievance Redressal Module for customers at BC points.
41. Provision to upload the certifications obtained by BCs on the module and to generate reports.
42. Cash withdrawal using UPI at BC Point.
43. Face Authentication / IRIS.

6. Bidder should integrate the End-to-End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, Aadhar Vault, IMPS Switch, HSM, Mobile, INB, Tab Banking Fraud Risk Management Solution (FRMS), MIS, Call center, Aadhaar pay and other delivery channel as well as with NPCI/UIDAI, which may follow ISO /Web service/messaging formats/XML/JSON etc. standard interface protocols, to make available all services which are presently available with BC Agents. Further the Bidder shall also be required to integrate with any other Govt. organization, FinTech etc. as required by Bank on ongoing basis. Data integrity should be ensured in all transaction/communication/ movement of information or data. Bidder should also extend necessary compatibility support in the end-to-end FI solution for any version upgradation of the above entities from time to time as per requirement of the bank.

7. FI common application for Kiosks should have feature of login and authentication using second factor for all Banking Services.

8. Bidder should ensure regular Back-ups of the Application / Database on Daily, weekly and monthly basis. Bidder has to check the correctness of data on monthly basis and provide the certificate to the Bank mentioning the same. The bidder will suggest the required infra for backup.
9. Bidder shall provide software/ program/utility to lodge the call and other details including solution provided, time taken, root cause analysis and reports etc. The daily report should be provided to Bank for monitoring.
10. The end-to-end FI Solution should have capability to store sensitive data in encrypted form and its retrieval thereafter. The FI Solution should have capability to maintain log files / audit trail in arranged manner and its retrieval based on analytical requirements.
11. FI solution should drive & manage Hybrid model (Fixed and Movable) and existing devices serviced by all Corporate Business Correspondents (CBCs) engaged by Bank with switching capability for processing & routing transactions initiated at BC Points to CBS, aggregator point, ATM switch, and NPCI / UIDAI etc.
12. End-to-End FI solution should include the following features: <ul style="list-style-type: none"> i. FI Switch to Drive & Manage Kiosks, BHIM Aadhaar Pay Merchant PoS. ii. Common application for Kiosks iii. Mobile application for BHIM Aadhaar Pay solution for Merchant PoS iv. Configuration of services at Bank level, BC group level and user level v. Role based access for various users (admin, BCs, Corporate users (BC), report users, Head Office/Zonal Office/branch users etc.,) vi. Centralized financial parameters and limits maintenance module BC-wise, BC Agent wise / Kiosks-wise/Merchant Wise, transaction type wise e.g. AEPS/RuPay card PIN based/Fingerprint, IRIS, Face Authentication, VID transaction wise e.g. deposit/withdrawal/ Fund Transfer, Balance Enquiry, Mini statement etc. vii. Audit trails – transactions (financial/non-financial-successful /failed /reversal etc.), activity on admin, BC and Agent/ Merchant Management module. viii. Integrated & robust MIS reports and online Dashboard as well as log monitoring for all FI activities. ix. Support for invoice generation, Commission and remuneration processing for corporate Business Correspondents (BC) and BCs / Merchants bill generation based on variables/ performance based /fixed pay structure/combination on monthly/quarterly basis or any time frame or MDR basis. x. Key Management Module for PIN based RuPay Card transactions. xi. BC management module for Head Office, Zonal Offices, Branches and Corporate Business Correspondent (BC) to monitor BCs/Merchants and generate reports. Different Corporate Business Correspondent (BC) should be able to access the module for their respective BCs. xii. Receipt printing in vernacular languages along with English, for BCs and Merchants. xiii. Facility to raise/track/close disputed transactions by BCs/BC/ Merchants/branches/officials and generate MIS reports xiv. Facility to send event based SMS and email to BC, BC and Merchants. It is the Bidder's responsibility to integrate the application with Bank's SMS and email gateway.

- xv. Facility for providing display of scrolling messages (marquee) on the Kiosk terminal. These messages should be visible even without logging in the system on the Kiosk application screen.
- xvi. Facility to track accommodating transactions done by the BCs, based on various scenarios for identifying accommodating/ineligible transactions. The scenarios shall be decided jointly by the bank and the vendor from time to time.
- xvii. Exceptional reports to be provided in Bank desired formats.
- xviii. FI Solution should have a BC Management Module for Kiosks operators – A full-fledged BC module where the Administrator or other authorized users can maintain and manage BC Agent details. It includes modules like BC Agent creation and maintenance. Agent creation module should support the automatic updation / configuration of agent details at backend (Central Kiosk Application & FIG) without manual intervention. However, the activation of the agent shall be made by concerned Branch Office/Regional Office of the bank.
- xix. BC Agent and Kiosks terminal management vis-a-vis transaction limit (per transaction limit, daily maximum transaction amount, daily transaction count, monthly transaction count, monthly transaction amount) and sub limit based on type of transaction, BC (PMJDY, Non PMJDY, Kiosk) Geographical location and Category (Rural, Semi Urban, Urban and Metro). Mapping of Kiosks to the BC agents, contra account, limits setting, etc., however, verification/ approval will at Bank level. Categorization of BC agents based on Bank's requirements (i.e. SSA /non-SSAs/ Rural/ Urban/ Metro or combination of entities), BC registration will be provided and supported.
- xx. Configuration of banking services at agent level i.e. Kiosks level.
- xxi. Audit trails, which shall mainly include the activities of login, creation, deletion, parameter change, transactions logs etc., for 10 years
- xxii. Should have capabilities to block/permit BC/ BC/ Kiosks from operating.
- xxiii. Should be able to identify type of BCs/CBCs w.r.t. Rural, Banking outlets, Urban etc.
- xxiv. Should also have the capability to identify type of device BC/BC is functioning with. Micro ATM, Kiosk (Desktop/ Laptop), Other Mobile Device (Mobile/Tablet) etc.
- xxv. Should have capability to capture hardware make and serial No,
- xxvi. A Merchant management module for managing the BHIM Aadhaar Pay Merchants should have the following features:
 - a) Should have Self on boarding of the Merchants feature by pushing the registration data on to Aggregation/FIG Server from the onboarding APK (by Merchant himself).
 - b) The activation of the Merchants shall be made by the respective Zonal/Branch level users after verifying the documents.
- xxvii. Should have the capability of capturing Fingerprint/ Iris Scanner, Face Authentication, VID and Mobile device IMEI number at the time of onboarding.
- xxviii. Should support the Registered Devices (RD) L1 and future upgrades.
- xxix. Should have the capability for activation/de-activation of the merchants by the admin users.
- xxx. Should provide the status of currently logged in merchants.
- xxxi. Bidder to publish FI related APIs for integration with third party application which will be using FIGS facility.

xxxii.	Bidder to provide SDK for integration with third party application which will be using FIGS facility.
xxxiii.	Functionality for data extraction from UIDAI for Active/suspended/ De-active Aadhaar number
xxxiv.	Cash withdrawal using UPI.
13.	The solution should have modules for UDIR request and response handling.
14.	As part of the technical Platform, the Bidder must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements
15.	The Bidder should provide complete details of the hardware, software and network architecture of the Platform offered by means of diagrammatic/ pictorial representations, including the project plan for going live. Bidder should also provide security set-up proposed in the Platform and various layers of risk identification and mitigation measures.
16.	Bidder to carry out Health Check-up on the application / infrastructure on regular basis (i.e. at least 6 months once) for suggesting any improvements in hardware / software configurations.
17.	Bidder shall provide applicable licenses which should be Enterprises Edition, perpetual and in the name of Bank.
18.	Bidder shall maintain response time for Application as well as APIs at agreed level, patch updates, maintaining IT securities, back up, Data Centre, Near DR, Disaster Recovery and Business continuity. The Bank is not using Near DR at present for FI Solution but if in future if need be it may plan to implement the same. At that point of time the bidder shall implement the solution without any cost to bank.
19.	The selected bidder shall provide an end-to-end Financial Inclusion Gateway Solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Window. The solution shall support following but not limited to:- <ul style="list-style-type: none"> i. Laptop, Tablets, Integrated Mobile Device (Android and Windows or new technology platform) & Desktop ii. Hardware Security Module (HSM) based key management system iii. FI Gateway Solution iv. Online dashboard & MIS/AI reports data to be brought from various sources. v. Proposed Solution includes support at Data Center (DC) / Disaster Recovery (DR) & NDR setup at Bank's DC/DR site. vi. The FI Solution should also include testing setup (Web, Application & Database Server) at primary site of bank at DC.
20.	The proposed solution should comply with Bank's Security Architecture. Bidder shall implement Centralized Device control and management to safeguard Bank against any unauthorized device, application or any software which may cause harm/ impact to Bank and further it shall comply RBI guidelines also. The RBI guidelines require that "there should be mechanism to prevent/ control installation of unauthorized software utilized by FBCs." As such control mechanism should be capable to control: - (Solution should check the same at the time of login/ transaction and through error, if defined parameter are not observed at BC point)

- i. Devices at BC point should have an updated version of antivirus/antimalware solution.
- ii. Use of flash drive/ dongle/ USB shall be restricted/ controlled.
- iii. BCs should not install any tools that will enable screenshots, snipping tools to prevent exfiltration of bank's information.
- iv. Only authorized/ license software shall be loaded in the device of BCs.

21. Bidder shall ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS / RBI / IBA / NPCI / UIDAI / IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities. It should also be ensured to make it compliant of various Policy/ guidelines to be issued by Bank including FRMC. Such as:

- a. Use the Suspect Registry, an initiative undertaken by I4C, Ministry of Home Affairs (MHA). This registry has suspect identifiers which Banks can utilize for the prevention and detection of cyber-enabled frauds and money mule activities.
- b. The Department of Telecommunications (DoT) has started sharing lists of suspected mobile numbers through the Digital Intelligence Platform (DIP) in near real-time with all the banks and financial institutions. Since these mobile numbers are flagged as high severity; banks and financial institutions are required to ensure EDDs (Enhanced Due diligence) of accounts/profiles linked to these numbers. Further, DoT has also announced sharing of "Financial Fraud Risk Indicator (FRI)" with stakeholders- an output from a multi- dimensional analytical tool developed as part of the DIP to empower financial institutions with advance actionable intelligence for cyber fraud prevention. All the institutions are required to utilize this facility to prevent any untoward cyber financial frauds.
- c. UIDAI has developed a deactivated Aadhar repository which will be useful for banks and financial institutions to enhance their due diligence in connection with suspicious fraud transactions. This data will support enhanced customer due diligence and aid in the detection and closure of suspicious accounts linked to, deactivated Aadhaar numbers. Banks shall leverage this data as an additional input for detecting potential mule accounts, particularly where deactivated Aadhaar numbers are linked to suspicious or high-risk accounts/profiles for fraud risk mitigation.

Web and Android App for BCs

1. Bidder shall carryout patch management activity during the warranty/AMC period as per Bank's requirement. Since all devices/ applications are under supervision of TSP, it will be the responsibility of TSP to initiate/ develop/ test/ deploy required patch to make the solution update/ hassle free and error free.
2. Any customization of the FI Gateway, common Kiosks application, BHIM Aadhaar application, and any other infrastructure inclusive of reports shall be carried out during warranty and AMC/ATS period. The system shall be capable of supporting any number of CBCs.
3. The bidder should provide hands on User manual, process flow documents etc. and update the same from time to time.
4. Bidder shall be responsible for the uptime commitment as per NPCI / RBI guidelines and penalties if any imposed shall be recovered from the Bidder.
5. The BC end points Tab / Laptops should be secured and necessary hardening solution as per the UIDAI and NPCI guidelines should be provided.
6. Bidder should get their Mobile App and Website certified as free of any vulnerability by getting the same verified by a CERTIN empaneled auditor before going live. The Bidder should submit a certificate to this effect before going live.

UI/UX Design of Website and Mobile App:

A. User-Centric Design Approach

1. Solution must adopt human-cantered design tailored for:
 - i. First-time digital users
 - ii. Rural/semi-urban populations
 - iii. Visually impaired and elderly users
2. UX must prioritize clarity, minimalism, and local relevance, avoiding complex financial jargon.

B. Responsive & Consistent Design

1. Unified UI/UX across:
 - i. Web portal
 - ii. Android/iOS mobile apps/Any other new platforms
 - iii. Tablet-based interfaces (for agents)
2. Responsive design that adapts to screen size, resolution, and device type.
3. Platform-native behavior (e.g., Android Material Design guidelines, iOS Human Interface standards).

C. Mobile UX for Agents (BC App)

1. Optimized for low bandwidth and rugged use in field environments.
2. Offline mode for data capture with auto-sync on reconnect.
3. One-click biometric, OTP, and photo capture features.
4. Built-in support for geo-tagging and device diagnostics.

D. Secure & Seamless Experience

1. UI must promote trust and transparency with visible indicators for secure transactions (padlock icons, OTP timers, Aadhaar consent prompts).
2. Auto logout, masked Aadhaar numbers, and in-app alerts for fraud risk.
3. Secure session management, device binding, and biometric-based access for agents.

E. Performance and Load Time

1. Progressive Web App (PWA) compatibility is preferred for lightweight web access.
2. App package size must be optimized for entry-level Android devices

Dashboard and MIS reporting

1. The end-to-end FI Solution should have capability to generate robust and customizable MIS to meet the requirements of the bank /data warehouse /BIG data/ BI / AI on the basis of data routing through it and data brought from other channels. Capability should be for development of Dashboard having architecture to present composite information drilling down to micro data level. It should have capability to generate reports for reconciliation of transactions at the end of the day and end of the month.
2. All the incidental activities to the said scope will also be manned and managed by the Service Provider.

Types of Reports (Indicative list is as below however more number of reports customized to user requirement may be sought from time to time)

a. Operational Reports

- i. Transaction-wise and summary reports (Cash deposit, withdrawal, AEPS, remittance)
- ii. BC Agent-level reports (active/inactive agents, transaction value/volume)
- iii. Device usage, downtime, and status reports
- iv. Kiosk and micro-ATM activity logs

b. Compliance & Audit Reports

- i. Aadhaar authentication logs (as per UIDAI norms)
- ii. Biometric failure logs
- iii. E-KYC usage tracking
- iv. RBI/FI compliance summary reports

c. Financial Reports

- i. Wallet balances
- ii. Commission calculation & payout statements
- iii. Reconciliation statements (CBS vs FIGS vs NPCI)

d. Fraud & Risk Reports

- i. Suspicious activity reports
- ii. Geo-location mismatches
- iii. Behavioral anomaly alerts
- iv. Failed/flagged transactions with AI fraud score

e. Performance Reports

- i. Agent productivity
- ii. Service uptime/latency reports
- iii. Region-wise penetration and usage heatmaps

4. Custom Report Builder

- i. Drag-and-drop UI for authorized

Inspection and Reporting solution

1. As such control mechanism should be capable to control frauds committed by BCs by hardening the TAB / Laptop so that the external devices connected are properly authenticated and used on need basis. It is expected that the solution will identify the hardware connected to the BC Tablet or Computer / Laptop and ensure its proper use. The solution should be capable of providing reports of the connected devices used by a BC as and when needed.

Following features incorporated with FIGS:

- i. The BC Inspection application can be hosted in FIG application with auto-upgrade facility.
- ii. The android application is built with strong application security and user-friendly user interface.
- iii. Only authorized bank admins are allowed to access inspection application and only assigned BC agent's inspection, periodic audits can be performed.
- iv. The application offers input of various inspection/audit questionnaires and multiple images uploading and can be customizable as per banks requirements.
- v. The Inspection/Audit records can be stored in FIG Database which will be further accessed various bank admins to generate the reports in PDF format.
- vi. Various detailed reports, summary reports related monitoring the inspection, Periodic audits can be provided in reporting application.

2. The end-to-end FI Solution should have capability to centrally control all the devices at BC as per statutory compliance and to meet bank's internal and audit policy (Proposed Laptop & Mobile based solution and existing PC/ Laptop/ Micro ATM based solution.)

3. Features:

A. Field Inspection Scheduling & Management

1. Ability to schedule inspections for branches, BC outlets, micro-ATM points, kiosks, etc.
2. Assign inspection tasks based on:
 - i. Region/zone
 - ii. Type of agent/device
 - iii. Risk category (based on past anomalies or transaction patterns)
3. Auto-reminders and task notifications for field staff and supervisors.

B. Customizable Inspection Checklists

1. Dynamic, role-based checklists configurable per inspection type:
 - i. Compliance audit
 - ii. Operational health check
 - iii. Device condition report
 - iv. KYC validation
2. Predefined templates as per bank/RBI guidelines with scoring logic and thresholds.

Checklist responses should support text, yes/no, ratings, file upload, images, GPS, and signatures.

C. Mobile App for On-site Inspections

1. Lightweight, offline-enabled mobile app for field inspectors.
2. Features include:
 - i. Real-time GPS tagging
 - ii. Photo capture with timestamp overlay
 - iii. E-signature and comments section
 - iv. Barcode/QR code scan for agent/device verification

D. Geo-Fencing and Tamper Prevention

1. Geo-tag validation to confirm presence at inspection site.
2. Alerts for out-of-area inspections or tampered GPS data.
3. Option to restrict form submission outside designated inspection zones.

E. Real-Time Reporting & Dashboards

1. Auto-generated reports upon form submission.
2. Inspection summary dashboards by:
 - i. Region
 - ii. Inspector
 - iii. Non-compliance category
 - iv. Time-period
3. Drill-down view to access inspection history and supporting documents/photos.

F. Non-Compliance Flagging and Escalation

1. Auto-flagging of red flags or breaches (e.g., expired biometric device, incomplete KYC, fake customer accounts).
2. Configurable escalation matrix to notify relevant officers via email/SMS.
3. Tracking of closure actions and compliance follow-up status.

G. Inspection History and Audit Trail

1. Secure, searchable record of all past inspections.
2. Tamper-proof logs with timestamps, user IDs, device metadata, and location.
3. Retention of reports as per RBI/Bank audit policy

H. Performance Analytics

1. Inspector productivity tracking (inspections per day/week/month).
2. Common trends in non-compliance or device issues.
3. Region-wise inspection heatmaps and performance scoring.

I. Compliance and Regulatory Readiness

1. Alignment with RBI financial inclusion compliance norms.
2. Support for downloadable inspection summary reports for submission to auditors/regulators.
3. Multilingual support for field teams in local languages.

Performance Monitoring and Analysis Solution

BC Agent performance monitoring and analysis solution is expected to have the following features which can help Bank identify and segment BCs based on their performance and provide inputs for business enhancement and risk aversion:

Predictive and Prescriptive Dashboards

1. Predictive modeling to forecast:
 - i. Cash flow demands at micro-ATM points
 - ii. Agent inactivity or dropout risk
 - iii. Potential fraud hotspots
2. Prescriptive suggestions:
 - i. Where to deploy additional BCs
 - ii. What regions need device replacement or training

AI-Driven SLA and Performance Monitoring

1. Real-time AI analysis of SLA breaches (e.g., service downtime, transaction delays).
2. Performance heatmaps for each zone/branch/BC.
3. Alert generation based on AI-based performance thresholds, not just static rules.

Regulatory and Risk-Based Reporting

1. Dynamic reports that adjust based on new fraud trends, regulatory requirements, or operational feedback.
2. AI adjusts reporting frequency or depth based on risk profile (e.g., auto-detailed reports for high-risk BCs).

End-to-End automated User management and onboarding process

1. Bidder shall provide necessary assistance to the field functionaries to make the application operational at BC/Bank Location.
2. User group and onboarding process:
3. It is required that the solution should have the provision for Creation, Modification, Deletion of different user categories such as:
 - i. Corporate Business Correspondent (CBC) admin Group.
 - ii. BC user Group for BC agent and Sub BC agent
 - iii. Bank Admin (BC Supervisor, Branch, RO, Zone, CO) user Group
 - iv. Other User Group as per Bank's requirement for assignment of specific Products and services.
4. Under each user group provision should be available to create user Admin and working users.
5. Solution should have option for creation of BC agent, Sub BC agent, Bank users using bulk mode
6. Activation and Deactivation of BC agent using maker-checker mode.
7. BC agent will be onboarded after terminal mapping & configuration, successful eKYC, Geo-location capturing and business validations as per bank requirement which customizable.

8. The BC end point is required to be suitably hardened as per the UIDAI guidelines and in compliance to the AUA (Authentication User Agency) /KUA (eKYC User Agency).
9. BC Agent are required to use two factor authentication (Password and Aadhaar based authentication such as Biometric or OTP) for login into BC portal and Dashboard (Reporting application-MIS management)
10. Bank Admin uses their user credentials to access the Bank Admin portal and Dashboard application
11. Bank Admin shall have rights of CBC Admin i.e. Creation / Modification / Activation / Deactivation so as to exercise control over the CBCs.
12. Bank Admins shall create BC requirement along with location details. The CBCs will have provision to view the available requirements and onboard BCs.
13. The entire Process of BC onboarding is required to be automated through the CBC portal where all documents and process flow shall be available for Bank Admins to track the process.
14. After completion of the onboarding process the Bank Admin at Branch / Admin offices shall authorize and activate the BC to start the BC Operations.
15. CBC admin uses their user credentials) for accessing the CBC admin portal to access various offered service and Reports, MIS reports to view/download.

End-to-End Monthly BC Commission Calculation and Payment Solution

1. It is required that the solution shall automate the entire commission calculation and payout process. The end-to-end FI solution should have support of bill generation for BC and BCs based on combination of variables/performance /fixed pay structure and commission, charges on monthly / quarterly basis.
2. The proposed solution should also be capable to track the accommodating transactions based on various logics/Scenarios for accommodating transactions. It should also have functionality to calculate the commission to BC as per bank's terms.
3. BC Commission calculation process:
 1. The Solution is required to access data from Bank's various systems (CBS, ATM Switch, LMS, etc.) automatically.
 2. The solution is required to apply commission as per bank's agreed commission rates for each service, other business assignment/checks, validations for repeat transactions, limit checks etc. to calculate the commission for processing BC payment.
 3. The solution should have feature to modify/update the commission parameters as and when required. Further in case of any new addition of product or service for commission calculation necessary customization should be done as per Bank's business needs.
4. Commission Payout Process:
 - a. The BC Commission payment process involves the following steps:
 - (1) BC Wise Commission file generation.
 - (2) Verification of Commission file by Bank.
 - (3) Verified Commission file push to CBC for Confirmation.
 - (4) Invoice generation and submission by CBSs after Confirmation.
 - (5) Verification of CBC Invoices and Payment Note generation by Bank.
 - (6) Bank Payment note verification and Sanction by competent authority.

<p>(7) Automated Payment processing for crediting the BC accounts and Closure of payment.</p> <p>5. Each step should have maker – checker for verification and proper log capturing for audit purpose.</p> <p>6. If required, the solution may be required to integrate with DMS of the Bank for automation of the payment process</p>
<p>7. Tax & Compliance Management</p> <p>1. Automatic TDS calculation and deduction as per applicable laws</p> <p>2. Generation of:</p> <ol style="list-style-type: none"> Monthly/annual commission reports TDS certificates (Form 16A) GST computation (if applicable) <p>8. Alerts and Notifications</p> <p>1. SMS/Email/App alerts for:</p> <ol style="list-style-type: none"> Daily earning summary Commission credited Payment failures or bank rejections <p>2. Push notifications for updated payout policies or new incentives</p> <p>9. Audit Trail and Reporting</p> <p>1. Immutable logs of:</p> <ol style="list-style-type: none"> Commission calculation logic applied Payment transactions and rejections Manual adjustments or overrides <p>2. Downloadable audit-ready reports for RBI/internal inspections</p> <p>10. Dashboard and Analytics</p> <p>1. Role-wise dashboards (Admin, Zonal, BC Corporate)</p>

Early warning checks and alerts

<p>1. Bidder shall ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities. It should also be ensured to make it compliant of various Policy/guidelines to be issued by Bank including FRMS.</p>
<p>2. Bidder shall assist the Bank in identifying potential risks in the solution, provide remedy for the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new and appropriate controls. The proposed system should be capable of generating reports based on risk factors.</p>

<p>3. Solution should have following Security features</p> <ol style="list-style-type: none"> i. Machine id / Mac id validation. ii. BM login can happen with user id, password, OTP, and fingerprint authentication, IRIS, Face Authentication, VID or user id and Aadhaar based authentication. This should be configurable by the administrator. iii. Retry of fingerprint authentication for BC and customer should be configurable (currently the count is 3 attempts). iv. Fingerprint & IRIS (UIDAI), Face Authentication, VID, RuPay card PIN based authentication of customers. v. Geo-tagging of Kiosks locations. vi. Application should have capability to run with SIM card, Wi-Fi, VSAT and LAN connectivity. vii. Online Customer enrollment - CKYC as well as e-KYC (Finger Print and IRIS) based Savings account viii. Recurring Deposit (RD) / Term Deposit ix. Joint Liability Group (JLG) x. Self Help Group (SHG)
<p>4. AI (Artificial Intelligence) based monitoring tools for detecting fraud patterns as per the best practices available in the industry.</p>
<p>5. Associated Dashboard with report feature should be available to bank/helddesk team for immediate action.</p>
<p>6. Anomaly Detection Reports</p> <p>A. ML models must be trained to identify outliers and generate real-time anomaly reports based on:</p> <ol style="list-style-type: none"> i. Transaction amount vs historical pattern ii. BC agent behavior (sudden spike in failed transactions) iii. Device usage anomalies (micro-ATM active outside assigned geography) <p>Automatically flags suspicious activity and triggers fraud review workflows.</p> <p>7. Agent and Customer Behavior Insights</p> <p>A. Behavioral clustering and scoring of:</p> <ol style="list-style-type: none"> i. Business Correspondents (based on performance, complaint rate, fraud indicators) ii. End customers (based on usage consistency, complaints, authentication behavior) <p>B. AI-driven segmentation to improve outreach, support, or deactivation logic.</p>

e-KYC Module

<ol style="list-style-type: none"> 1. The Solution should implement, integrate and maintain and provide e-KYC services to all Kiosks/Micro ATMs/Biometric devices in BC and Branches/Bhim Adhar Merchants etc. It should have facility to open online customer accounts (enrolment) on real time basis after authenticating the customer details through e-KYC (KYC for non e-KYC customers) mode. 2. FI gateway will push the customer data on real time basis to Bank's CBS System (B@ncs24) for enrolment/account opening. The format of the message will be shared with the selected bidder. All the provision at FIG and Kiosk Setup (Server as well client), for smooth online account opening should be ensured by the End-to-End FI Solution. The detailed reports at each stage i.e. enrolment pending at BC level, pending for verification at branches, submitted to CBS, account opened / rejected at CBS, pending response from CBS / intermediate or at FI gateway level etc., After account
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opening, necessary details (Unique Reference Number (URN), Account number, customer ID, account opening date, process status etc.) should be updated in FI solution to enable the BC / customer to know the account details and perform transactions through Kiosks.

3. The solution should have a module for e-KYC which shall be used at Branches through a dedicated internal website/separate mobile app and share the details with Bank's CBS. The solution should also have an option to expose API to other systems for various e-KYC services. A MIS report should be available with drill down for the Bank to download e-KYC usage channel-wise.

FIGS API Manager

1. Keeping in view the requirement being received from other internal applications it is required to expose e-KYC, Aadhaar Authentication and other service APIs through the FIGS solution.
2. The solution should have option to offer APIs for all the services available at BC point through API to other Apps / websites to connect and use all or limited services as per Bank's discretion.
3. The API security should be inbuilt as per the industry standards and guidelines from the Regulators.
4. The Solution should provide manageability for the APIs using user ID and Passwords, encryptions for each channel integrating using the API. Option to enable and disable a channel should be available.

Secure API Gateway Features:

1. SSL termination (TLS 1.2 or higher)
2. Request/response logging and transformation
3. Rate limiting to prevent abuse
4. JSON/XML schema validation

API Authentication and Authorization

1. All API requests must use token-based authentication
2. Role-based access control (RBAC) for API consumers (internal, third-party, agents)

API Security Standards

1. APIs must be secured against common threats Replay attacks, injection attacks, and DoS etc.
2. Input validation and sanitization must be enforced

Monitoring, Auditing & Logging

1. All API transactions must be:
 - i. Logged immutably
 - ii. Available for audit with time stamps and user/device info
 - iii. Integrated with the SIEM/SOC for real-time threat detection
 - iv. API usage analytics, health monitoring, and SLA tracking dashboards

Regulatory Compliance

1. API logs and interactions must be compliant with:
 - i. RBI cybersecurity framework
 - ii. UIDAI API usage policies
 - iii. CERT-In log retention mandates
2. Sensitive data in APIs (e.g., Aadhaar number, OTPs) must be encrypted or tokenized.

Services

1. The vendor should provide L1 and L2 resources to provide Helpdesk, Technical support and Maintenance of the entire solution throughout the project period.
2. The vendor is required to support in PCI-DSS compliance, regular Audit closure, Ad hoc Reports, DR-Drills and other activities of Bank.
3. Further the product upgrades and patches for statutory compliances requirements should be provided regularly without delays, at no cost to Bank.
4. The vendor has to provide need based Ad hoc reports at no cost to bank.
5. Reconciliation reports for day-to-day reconciliation of interbank transactions shall be generated (AEPS, PIN based RuPay card, IMPS, Merchant transactions) as per Bank's requirement and specification.
6. The Bidder shall ensure on-site support for resolving Hardware issues, Application, System software issues, User Application Testing (UAT), Deployment, certification with regulatory bodies, installation which includes Gateway solution, Operating System (OS) and Database related issues, including re-installation of OS, Databases and other software's mentioned in the Scope, due to any reason what-so-ever, during warranty and AMC/ATS period.
7. Bidder shall carryout patch management activity during the warranty/AMC period as per Bank's requirement. Since all devices/ applications are under supervision of TSP, it will be the responsibility of TSP to initiate/ develop/ test/ deploy require patch to make the solution update/ hassle free and error free.
8. Bidder will be responsible for managing the actions and activities of its personnel involved in the project and will be accountable for all the personnel deployed/engaged in the project.
9. Bidder should provide necessary support for DR Drill activity as per the bank's schedule
10. Bidder shall maintain the complete End-to-end FI application system (FIG, Kiosk Application, Merchant Application, Recon etc.) after go live by deputing sufficient number of on-site resources for support. The Onsite support should be 24 X 7 and should be capable to provide resolution to regular issues, handle the database and optimize the application to maintain the application smooth and hassle free. Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, Vendor's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period

Broad Scope of FM services:

1. It is planned to have Facility management services at multiple locations (DC / DR / CO).
2. There shall be 3 verticals each headed by one L2 Resource having minimum 3 years' experience.
Bank shall interview the candidates before finalisation for onboarding on the project. In case of any absence suitable replacement must be arranged by the Bidder.
3. The bidder shall provide backup resource in case onsite resource avails leave.
4. Onsite resource should coordinate with all the internal teams for follow-up for open tickets & activities.
5. Confidentiality of the Bank's data and all related details shall not be disclosed by the bidder to any third parties or persons.
6. The Bidder should submit back-ground verification report of the onsite engineer along with all documents at the time of joining onsite.
7. The onsite resource to be deputed will be interviewed by Bank's officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).
8. The deputed personnel should be prepared to work for extended hours in case of need.
9. The deputed personnel should abide by timings of the Bank.

10. The on-site resource shall not be changed without prior approval from the Bank and adequate notice period must be served i.e., minimum one month for L1 / two months for L2. Any resigned resource of the on-site team should not be relieved before giving suitable replacement; and should surrender/ submit all the bank assets.
11. Absence of any resource must be complemented with an equally skilled resource.
12. If the onsite engineer is found to be not qualified / suitable / his performance is not satisfactory, the bidder will have to replace the engineer within 45 days of written communication from the Bank regarding the same.
13. The onsite resource should consult and assist various admin/application teams in operating and adapting to IT Operations management solution during the period of contract.
14. The resource should create Training/Knowledge Base (KB) Articles on the platform and associated tools and keep it updated timely as part of knowledge repository to enable self-learning with the Bank.

On Site support FI application

1. The team shall be responsible for managing all applications, dashboard etc. covered under the scope of work.
2. This team shall provide round the clock application support, UAT, Supporting Audits and closure of Audit observations etc.
3. The Onsite resource should roll out and maintain all in-scope components part of the RFP.
4. Overall proactive monitoring through online dashboard and management of in-scope components and related services of this RFP. The implementation of IT solutions on additional agents after signoff of the solution shall be done by onsite Engineer without any extra cost to the Bank.
5. Overall monitoring and management of the project during and after installation for the full period of contract.
6. Submission of periodical reports on the performance of all in-scope components and its reviews.
7. Redesigning of the solution for optimal output of the solution in interest of the Bank during the period of contract.
8. Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/ Operations.
9. The onsite resource should support and coordinate / cooperate with the bank & its vendor teams.
10. The onsite resource should optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
11. The onsite resource must ensure the support from respective OEM for all in-scope components to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any additional cost to bank.

On Site support - FI infrastructure

1. The team shall be responsible for managing all Hardware, DB, OS, Middleware, regular Backup, DR Drill etc. covered under the scope of work.
2. This team shall provide round the clock Infrastructure support for production and UAT setup.
3. The FMS Engineer is required to provide support for equipment replacement.
4. The FMS Engineer is required to perform fine tuning for all the hardware equipment/Appliance and Software/System Software part of the RFP, on a regular basis.
5. The FMS Engineer is required to co-ordinate warranty repair or replacement service for the hardware and process warranty claims, as applicable.
6. The FMS Engineer is required to co-ordinate and schedule maintenance activities with the end user and appropriate support functions of the Bank.

7. The FMS Engineer is required to maintain accurate documentation on the current location and status of hardware/software in the process of being repaired/updated.
8. The FMS Engineer is required to provide maintenance data, as reasonably requested by the Bank, to support replacement/refresh scheduling.
9. The FMS Engineer is required to co-ordinate with all the stake holders including OEM for maintenance, replacement or any updation of software.
10. The FMS Engineer is required to update, or provide the information required for the Bank to update the Asset Management system with the Bank.
11. The FMS Engineer needs to ensure that, any software patch updates / releases / advisory from OEM; OEM should notify Bank's stake holders via email.
12. The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract for in-scope components part of the RFP.
13. The FMS Engineer is required to provide preventive maintenance of in-scope components part of this RFP on **bi-annually basis** and submit observation reports to the Bank.
14. The FMS Engineer is required to conduct DR-drills as per Bank's schedule to test the functionality of the DR for the in-scope components in this RFP.

On Site support cost - FI helpdesk

1. The team shall be responsible for resolving all support requirements received through Tickets, e-Mails, Letters, Telephone calls etc. from User Department., Bank team, Corporate BCs, BCs etc. covered under the scope of work.
2. This team shall provide helpdesk support during Bank working Hours or as decided by the Bank.
3. **Omni-Channel Help Desk Access**
Users (BC/Branch/Bank Staff) should be able to raise support tickets via:
 - i. Mobile App
 - ii. Web portal
 - iii. Email
 - iv. Call
4. **Integrated Ticketing System**
Centralized ticketing platform with MIS & Dashboard for all support requests
Key features:
 - i. Ticket ID generation and real-time tracking
 - ii. Categorization by type, priority, source, and geography
 - iii. SLA tracking for response and resolution timelines
3. **Knowledge Base and Self-Service**
Help desk must include:
 - i. Searchable knowledge base of FAQs, how-to guides, and troubleshooting steps
 - ii. Chatbot-assisted self-resolution for common issues
 - iii. Video tutorials and workflow walk-throughs in local languages
5. **SLA-Based Escalation Matrix**
 1. Configurable SLA tiers:
 - i. Critical (e.g., system down, transaction failure) – 4 hours
 - ii. High (device not working, KYC failure) – 8 hours
 - iii. Normal (informational queries) – 24–48 hours
 2. Auto-escalation to higher levels if not resolved within timeframes
6. **Feedback and Satisfaction Capture**
After ticket closure, users should receive:
 - i. Notification / email asking for satisfaction rating (CSAT)
 - ii. Optional comments for service improvement

Analytics on common complaints and user sentiment

7. Audit, Logging, and Compliance

1. Complete history of each support interaction with:
 - i. Time stamps
 - ii. Agent name
 - iii. Resolution proof
2. Data retention and access logs in line with RBI requirements

Hardware and Infrastructure

1. The Bidder is required to supply, install and maintain the entire hardware infrastructure required for the project. The Bidder should size the hardware according to the volume projections provided by Bank in this RFP Document. The hardware sizing should also take into account the monitoring tools which shall be deployed by the Bank. Further the peak utilization of Hardware should not exceed 70 % at any point of time. If due to sizing issues the utilization exceeds the vendor will have to upgrade the hardware accordingly at its own cost.
2. The Bidder to design & size the hardware required at Primary Data Center (Including Test/ Development/ Training environments) and DR Site. The Bidder to provide the complete architecture, hardware requirement for end-to-end functioning of the Platform as part of technical bid submitted to the Bank.
3. The Bidder should provide complete details of the hardware, software and network architecture of the Platform offered by means of diagrammatic/ pictorial representations, including the project plan for going live. Bidder should also provide security set-up proposed in the Platform and various layers of risk identification and mitigation measures.
4. Bidder shall be required to provide descriptions of hardware including specification which should be compatible with Bank's requirements and future planning. Bidder has to provide all other software, middleware etc. for End-to-End FI Solution and will upgrade and maintain as required.
5. Bidder shall provide applicable licenses which should be Enterprises Edition, perpetual and in the name of Bank. The Bank shall specify its requirement in respect of each of the above items and non-performance will attract penalty at agreed rates.
6. The proposed solution should comply with Bank's Security Architecture. Bidder shall implement Centralized Device control and management to safeguard Bank against any unauthorized device, application or any software which may cause harm/ impact to Bank and further it shall comply RBI guidelines also. The RBI guidelines require that "there should be mechanism to prevent/ control installation of unauthorized software utilized by BCs.
7. Bidder will be responsible for managing the actions and activities of its personnel involved in the project and will be accountable for all the personnel deployed/engaged in the project.
8. The agreement term shall be for a period of 7 years from the date of GO-LIVE and extendable further by 3 years on review by Bank on same terms and conditions.

9. Keeping in view limited time available for the implementation of the project Bidder is required to provide the solution as a turnkey project where all necessary Hardware, Software and services shall be arranged and managed by the Bidder.
10. The successful bidder shall design the Platform with high availability & secure infrastructure in Data Centre (DC) and Disaster Recovery (DR) site as per Industry accepted security standards and best practices.
11. The bidder should propose the comprehensive Platform having services for front end (Customer side) as well back end (Bank Side) to meet the requirements in the RFP. The bidder must provide details of all proposed software component in Bill of Material & the corresponding price in Commercial Bid Format.
12. Supply of any 3rd party software/ applications required for installation / functioning of the platform deployed by the bidder should also be provided by the bidder.
13. The bidder should submit the detailed bill of material covering all the software components being supplied as part of the platform solution with details of the required infrastructure.
14. The Bidder should host the Platform at Bank's advised premises in High Availability mode, along with DR and a minimum uptime time of 99.9% per quarter in a financial year.
15. The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade during the implementation period till Go Live.
16. As part of the technical Platform, the Bidder must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements.
17. Bidder to carry out Health Check-up on the application / infrastructure on regular basis (i.e. at least once in 6 months) for suggesting any improvements in hardware / software configurations. Bank shall also include the hardware under its monitoring setup to generate alerts once the hardware utilization (CPU / Memory / Storage) exceeds predefined thresholds of 70 % utilisation.
18. The Bidder must provide requirement of optimal size of the Hardware, Operating System, Database, keeping in view the current average and peak volume of transactions and to extrapolate the same for the full contract period (i.e., 7 years & further extendable to 3 years).
19. The bidder shall install/re-install, configure/ re-configure and maintain all the required technology and infrastructure, including hardware software, applications, maintenance and provide operational support for the end-to-end FI solution as per requirement of Bank at Bank's DC / DR locations.
20. The Bidder shall ensure on-site support for resolving Hardware issues, Application, System software issues, User Application Testing (UAT), Deployment, certification with regulatory bodies, installation which includes Gateway solution, Operating System (OS) and Database related issues, including re-installation of OS, Databases and other software's mentioned in the Scope, due to any reason what-so-ever, during warranty and AMC/ATS period.

21. Bidder shall suggest the latest model/version of hardware and supply software available for FI setup, if higher version is available, the same will be upgraded. The models/ version should be compatible to each other and facilitate smooth and hassle-free functioning of devices and applications.
22. FI solution shall have an Application Protocol Interface (API) manager to expose API's to Fintech companies and Market place integrations without having point to point integrations.
23. Bidder shall monitor the utilization of hardware resources on regular basis and suggest suitable upgradation / replacement of hardware (if any required) to avoid any business loss due to system performance issue. The utilization of the hardware resources should be shared with the bank on regular basis.
24. Bidder shall extend their full support/assistance of Internal and External Audits and mitigation of audit observations within the stipulated Timelines as per bank's policy.
25. The Bidder has to provide complete document on Business Continuity plan (BCP) and Disaster Recovery Plan (DRP) for the proposed solution. DR site should be implemented parallel to the date of go live at Primary Site.
26. Facilities Management services shall be provided as per bank's requirement. Facilities Management Services will commence from the date of go live. Bank may increase or decrease number of resources at any time during contractual period.
27. Bidder should provide necessary support for DR Drill activity as per the bank's schedule and location.
28. The proposed FI Gateway solution should meet the technical, functional, security and operational specifications as per RFP/Bank requirement. For hardware sizing purpose, the estimated business volumes details to be submitted by bank. The proposed solution should have three tier architecture (Web, Application and Database) to comply with our Bank's Security Architecture. Further, proposed solution should meet present business volumes as well as future growth in next seven years. It is bidder's responsibility to do proper sizing, benchmarking will be performed/ load testing of proposed solution.
29. Network Infrastructure <ul style="list-style-type: none"> • Load Balancers: For distributing application loads across servers.

DC-DR Setup

1. The FIGS setup is a critical infrastructure for our Bank, hence in order to ensure business continuity it is required to have a proper DC-DR setup in place. The Bidder is required to do the necessary sizing, procure and implement the required setup.
2. The solution should have the capability to migrate to Active – Active mode from DC and DR at a later stage.
3. DR Drills: Quarterly.
4. Both DC and DR should support replication, auto-failover, and data masking.

Backup solution

1. The Backup of the data is required to be taken on tape library. The Bidder is required to provide the suitable solution for the same along with Hardware and software.

2. Storage Infrastructure

- Primary Storage: SAN-based, scalable, redundant.
- Backup Storage: Tape libraries/cloud backup or disk-to-disk backup solutions.

Should support data encryption (at-rest and in-transit), and comply with RBI guidelines for data retention.

Migration

1. Bidder shall ensure the smooth migration of complete data setup of existing FI solution and transition from Bank's existing FI solution to proposed end to end FI solution.
2. The Bidder is required to migrate the existing FIGS setup to new setup in time bound manner and retain the historical data and make it available as and when required.
3. The project timelines as per the Annexure-XIII.

In case there is a change in TSP either before completion of Term or on the completion of term, the bidder has to perform its duties to successful functioning of End-to-End Financial Inclusion Gateway Solution till another entity takes over the functioning or till Bank decides as if there is no change in entity. The bidder will support the new entity to take over the FI Solution up to complete logical solution

There are 12000 (Approx.) BCs enrolled on present FI solution. The bidder shall be capable to onboard all these BCs in one go/ phased manner after roll out of new FI solution

4. Comprehensive Migration Planning

1. Bidder must submit a detailed migration strategy, including
 - i. Source systems and legacy application mapping
 - ii. Data formats, volumes, and cleansing plans
 - iii. Pre-migration validation and post-migration reconciliation steps
2. Phased or big-bang rollout models, depending on the Bank's operational needs.

Zero data loss, business continuity, and rollback options must be guaranteed.

5. Data Migration Support

- a) Data validation tools to detect duplications, mismatches, and gaps.
- b) Support for multiple formats (CSV, JSON, XML, Database export/import).

6. Pilot and Phased Rollout Capability

1. Bidder must offer:
 - i. Pilot deployment in selected branches/regions
 - ii. Field feedback collection and adjustment phase
 - iii. Staggered rollout plan by zone, region, or channel
2. Rollback and contingency plans in case of pilot issues.

7. Parallel Run and UAT Support

1. Parallel processing capability to validate:
 - i. Transaction reconciliation
 - ii. Commission calculation comparison
 - iii. Agent onboarding workflows
2. Full support for User Acceptance Testing (UAT) with real data and simulated loads.

8. Training and Change Management

1. Role-based training for:
 - i. Branch/Zonal Admins
 - ii. BC Corporates and agents
 - iii. IT & operational staff
2. Multilingual manuals, FAQs, video walkthroughs, and live support helpdesks.

Field training kits for onboarding new BCs into the migrated system.

9. Regulatory and Data Localization Compliance

1. Migration must comply with:
 - i. RBI's Cybersecurity and Data Localization Guidelines
 - ii. IDAI/Aadhaar data handling rules (if applicable)
 - iii. ERT-In log retention and integrity requirements

10. Post-Go-Live Hypercare Support

1. Dedicated hypercare window (minimum 30–60 days) post-Go-Live with:
 - i. SLA-bound response times
 - ii. Immediate issue triage and patch deployment
 - iii. Joint performance review sessions with the Bank

11. Documentation and Auditability

1. Detailed documentation to be submitted including:
 - i. Data migration logs
 - ii. Issue logs and resolution records
 - iii. Checklist of completed validation steps

12. Audit-ready trail of all migration activities and user sign-offs.

Software (OS, DB, Middleware etc.):

1. The Bidder has to provide all necessary software, required to run the solution trouble free as per the terms of SLA. The necessary licenses and software support from OEM is required to be arranged by the Bidder to meet the SLA timelines.
2. Bidder shall ensure not to use any Unlicensed S/Ws (Database, OS, Web Servers etc.) in any cases. Subcontract is also not allowed. If the FI Setup (DR & DC) is relocated to any other place within India, Bidder shall reinstall/re implement the whole setup

<p>without any additional cost to the bank. The shifting cost of hardware will be borne by bank</p>
<p>Bank has executed Unlimited License Agreement (ULA) with ORACLE and the same will be provided by Bank. The Oracle features available under ULA are as below:</p> <ul style="list-style-type: none"> · Oracle Database Enterprise Edition · Oracle Real Application Clusters · Oracle Partitioning · Oracle Diagnostics Pack · Oracle Tuning Pack · Oracle Web Logic Suite · Oracle Advanced Security · Oracle Data Masking and Sub-setting Pack · Oracle Advanced Data Guard <p>So, if the quoted product is compatible with Oracle, then the Bidder may use the Bank's ULA for Oracle DB. However, in such case the Bidder will have to make arrangement for installation and maintenance of the same through its DBA (Database Administrators) for the entire duration of the contract at no cost to bank.</p>

Security & Audits

<p>1. Bidder shall assist the Bank in identifying potential risks in the solution, provide remedy for the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new and appropriate controls. The proposed system should be capable of generating reports based on risk factors.</p>
<p>2. Bidder shall extend their full support/assistance of Internal and External Audits and mitigation of audit observations within the stipulated Timelines as per bank's policy.</p>
<p>3. The Bidder has to provide complete document on Business Continuity plan (BCP) and Disaster Recovery Plan (DRP) for the proposed solution. DR site should be implemented parallel to the date of go live at Primary Site</p>
<p>4. The end-to-end FI Solution should have capability to store sensitive data in encrypted form and its retrieval thereafter. The FI Solution should have capability to maintain log files / audit trail in arranged manner and its retrieval based on analytical requirements</p>
<p>5. Bidder should ensure regular Back Ups of the Application / Database on Daily, weekly and monthly basis. Bidder has to check the correctness of data on monthly basis and provide the certificate to the Bank mentioning the same. The bidder will suggest the required infra for backup</p>
<p>6. Bidder shall extend their full support/assistance in case of any audit of our Solution by Banks internal audit (including IS Audit)/UIDAI/RBI/NPCI/Any other Regulatory Authority/ Third Party Information Security Auditor of the Bank and shall comply with any irregularities pointed out in any such audit within the stipulated Timelines</p>

7. Bidder has to ensure that security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, don't hard code certificates, passwords or any form of secrets within the code, define the Use DevSecOps tools designed for Micro Service architecture environments to scan code as it is developed.

8. Also, following factors as part of the implementation –

- i. Isolation
- ii. API Security,
- iii. Container Security Solutions for Micro-Services Architecture,
- iv. Application Images,
- v. Registry,
- vi. Orchestration,
- vii. Container,
- viii. Host OS,
- ix. Securing containers must harden the CI/CD pipeline, etc.,
- x. APIs and strictly make sure all communications comply,
- xi. Bidder must harden the Continuous Integration/ Continuous Deployment (CI/CD) pipeline so that everything that runs through it can be considered secure by Host Hardening, Mandatory Access Controls, Secure Computing Mode Profiles, Secrets Management, Software Composition Analysis, Authorization Between Micro Services, Resilience, API Gateways, Risk-Based Controls etc.,
- xii. Bidder shall follow industry best practices to power Micro Services Architecture by setting up a Platform Ops Team, explore technologies for managing micro-Services environment and explore the use of observability tools and patterns to receive meaningful insights on the state of application.
- xiii. The Platform should check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address which is required for audit purpose.
- xiv. The Platform should have the capability of logging successful and unsuccessful authentication attempts. The Platform should be able to log successful and unsuccessful authorization events.
- xv. The platform to have strong (no proprietary) authorization controls. Platform to have controls for prevention against unauthorized data access and distribution.
- xvi. User and Admin access control management to be provided as part of Platform. Access control to be based on least access privilege principle.
- xvii. While developing the interfaces, the Bidder must ensure and incorporate all necessary security and control features within the application as defined by RBI and other regulators.
- xviii. Wherever applicable, the Platform to have strong file level validation controls for size, type, and content. Files to be scanned for any malicious content through an antivirus.
- xix. The file store locations need to be secured. Standard cryptographic controls to be supported. All Encryption keys to be stored in secured location with limited access.
- xx. The Strong encryption to be applied for data while in transit or rest.
- xxi. The platform should connect to Bank's HSM for generation and validation of PIN / Password
- xxii. All applicable API security controls shall be in place as per the industry best practices such as OWASP.
- xxiii. Bidder shall provide the support for integration of the application with Web Application Firewall (WAF), Intrusion Prevention System (IPS) and provide the requisite details to WAF, IPS Teams for implementation of the same.

xxiv.	The bidder shall provide support for integration of Application with security systems such as SIEM (Security Information and Event Management) and DAM (Database Activity Monitoring). Further, provision to add Web & Mobile app logs to be integrated with SIEM.
xxv.	The system to be fully compliant with ISO27001 controls, PDP/GDPR, PA-DSS guidelines, DPDP Act.
xxvi.	The bidder shall provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code to undergo Static App Security Testing - Static Code Analyzer SAST scan by the bidder. The Bank will engage external IT Security agencies for VAPT
xxvii.	Static application security testing and dynamic application security testing should be conducted by the Bidder for any change request involving a design or code change. All gaps identified will be fixed by Bidder prior to go-live.
xxviii.	Bank reserves the right to conduct further security testing of the source code and the system by either BANK personnel or another party. Any gaps identified during this testing will be fixed by Bidder at no extra cost to Bank.
xxix.	Bidder shall disclose all the permissions that the application needs on the device with supporting reasons thereof.
xxx.	Bidder shall ensure the user that related device information obtained during the application download process will not be used or disseminated by the bidder for any commercial purposes.
xxxi.	Bidder shall ensure that the application is sufficiently obfuscated prior to release.
xxxii.	Bidder shall ensure that the most appropriate APIs from libraries of the respective mobile operating systems (Android, iOS) are used to minimize privacy risk.
xxxiii.	Track all third-party frameworks/APIs used in the mobile application for security patches and perform upgrades as they are released.
xxxiv.	All mobile application security controls as per the industry best practices such as OWASP should be implemented during the development.

Training and Documentation

1.	The bidder should provide hands on User manual, process flow documents etc and update the same from time to time.
2.	The Bidder is required to conduct periodic training program for CBCs.
3.	Whenever a new CBC is onboarded, the Bidder is required to provide training and obtain a signoff from the CBC team. The CBC team is required to further train their agents.
4.	Whenever any change is made in the setup a separate document needs to be prepared and made available for reference on the help section of the BC screen.
5.	The bidder is required to maintain documentation on the version of the solution and provide Bank a version change document every time there is a change.
6.	All patches deployed and changes made should be captured in the system electronically and maintained for any audit purpose.

The following minimum documentation (hard copy and soft copy) on any proposed software components must be made available in English:

a.	General functional description
b.	Set up and installation guide

c. User guide including: I. Screen layouts II. Report layouts III. Transaction processing rules IV. Operation authorization descriptions V. Error correction procedure descriptions
d. Error tracking and defect resolution documentation process
e. System administrator guide including:
f. Data base administration guide
g. Data backup guide
h. System security and access guide
i. System audit trail guide
j. Glossary of terms
k. Necessary training for version upgrades / system maintenance
l. Changes in usage of the system in case of major upgrades
m. Detailed SRS (System Requirement Specifications) Document
n. High Level Architecture Document.
o. Techno – Functional Risks and Mitigation Document
p. Functionality Traceability matrix
q. High Level Design Document
r. Proof of Concept for the solution
s. Low Level Design Document
t. Test Plans
u. Comprehensive Test Cases Document (Unit, Integration and UAT Test cases)
v. Deployment Plan Document
w. Content Management Guide
x. Change Management Methodology Document
y. Security Guide
z. User Management Guide
aa. Release Notes
bb. BCP Guide

SOLUTION DESIGN FEATURES

Bidder is expected to encourage the following design features in the proposed solution to the extent possible:

Use of Modularization, Containerization, and Microservices

1. Modular Architecture

1. The solution must adopt a modular software architecture that enables:
 - i. Independent development and testing of features (e.g., onboarding, authentication, transactions)
 - ii. Plug-and-play integration of modules (e.g., Aadhaar KYC, fraud analytics, BC management)
 - iii. Seamless future upgrades or third-party component replacement

Each module should expose well-defined APIs and function as a loosely coupled component.

2. Microservices-Based Design

1. The solution must be built on microservices principles, with:
 - i. Independent deployment and scaling of services
 - ii. Clear separation of concerns (e.g., transaction handling, notification engine, user management)
 - iii. Container-level fault isolation

Each microservice should be stateless, resilient, and follow REST/gRPC API standards.

3. Containerization

1. All application components must be containerized.
2. Must support orchestration using container management platforms.
3. Enables faster deployment, rollback, and environment consistency (Dev, UAT, Prod).

Implementation of DevSecOps in Software Development

1. DevSecOps Overview

1. The bidder shall adopt a DevSecOps approach where security is integrated into development and operations workflows from the outset.
2. Ensures shift-left security, reducing vulnerabilities before deployment and enabling rapid, secure releases.

2. CI (Continuous Integration) /CD (Continuous delivery) Pipeline with Integrated Security

1. Use of automated CI/CD tools
2. Code Check:
 - i. Static Application Security Testing (SAST)
 - ii. Dependency scanning for open-source libraries
 - iii. Linting and code quality checks

Pipelines must fail builds on high-risk vulnerabilities.

3. Secure Coding Practices

1. Development teams must adhere to OWASP Top 10 and SANS CWE Top 25 standards.
2. Use of automated secure code linters and IDE-level security plugins.
3. Mandatory peer code reviews with security checklist validation.

KEY CHARACTERISTICS

a. **High Availability** will ensure the continuity of service in case of any failure of hardware or software components. This ensures redundancy at different layers to meet performance SLAs using continuous testing and monitoring.

b. **Scalability:** With the expansion of bank business through customer base or geographical expansion, the load will increase. Hence, the application should be capable of handling this load, as well as storing data and managing processes in a performant manner.

c. **Secured access:** To ensure the security of data captured through devices over an open network, end-to-end data security will be required for all users and operations. This would include physical access and role-based access to the data available in the application. Capability to maintain the audit trails in the system to validate the legitimate access of the data.

d. Extensibility: The application should provide the capability to introduce any new functionalities, services, and features to meet the evolving nature of business.
e. Openness: Considering the rapid pace of innovation in the financial service sector, the solution should have the capability to integrate and plug with other ecosystem partners and solutions. Openness will enable others to reuse, extend, and create solutions. The design should be vendor-neutral, sharing data for better insights and improvements.
f. Modular and atomic services: The application modules and services should be developed in a way that they can be deployed and scaled independently.
g. Reliability: The solution should perform consistently and should be dependable as it scales to a high volume of transactions.
h. Accessibility: The application should have digital front-ends to provide anytime, anywhere access to various stakeholders.
i. Interactive: The application should provide intuitive and seamless experiences for the needs of the diverse user base – BCs, CBCs, Bank Officials with support for Real-time Alerts & Notifications.
j. Traceability: The application should have the capability for an end-to-end data lineage and traceability, enabling better audit controls.
k. Configurability: To make the platform highly reusable, improve agility and flexibility for any changes.
l. Intelligence: Simplified, integrated business process with workflow and rules-driven Automation, AI / Analytics for actionable intelligence and informed decision-making

ENDPOINT / END-USER DEVICE MANAGEMENT

The number, frequency and impact of cyber incidents/attacks have increased manifold in the recent past, more so in the case of financial sector, it has, therefore, become essential to enhance the security so as to prevent, detect, respond to and recover from cyber-attacks.

There should be proper monitoring of lifecycle of its IT assets; both hardware and software, so as not to run the risk of operating obsolete hardware/ software. A Comprehensive process for Software License Management (SLM) shall be implemented. Review and appraisal of IT assets (criticality, privilege access, password policy, etc.) may be conducted at least on a yearly basis.

IT Asset Inventory Register should be maintained containing the following fields, as a minimum:

- a. Details of the IT Asset (viz., hardware/software/network devices, services, etc.)
- b. Maintain an up-to-date and preferably centralized inventory of authorized software(s)/approved applications/software/libraries, etc.
- c. Put in place a mechanism to control installation of software/applications on end- user PCs, laptops etc. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorized software/applications on such devices/systems.
- d. The web browser settings should be set to auto update and consider disabling scripts like JavaScript, Java and ActiveX controls when they are not in use.
- e. Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
- f. Implement and update antivirus protection for all end points preferably through a centralized system.

- g. Disallow administrative rights on end-user laptops.
- h. Remote Desktop Protocol (RDP) which allows others to access the computer remotely over a network or over the internet should be always disabled.

An Endpoint / End-User device is a hardware that the user in general (In regard to FI – BCs) uses during work for doing transactions. End-user device management is necessary to protect bank's business data and network. The management of the devices is necessary when it comes to Cyber Security. The cyber threats are commonly aimed at exploiting the end user's lack of insight about the security threats. As all the transactions are initiated from the Endpoint devices so it is necessary to manage the same to prevent for any Cyber Risk. Typically, management is accomplished with either specialized hardware or with software agents, installed on devices. Some of the key features includes:-

- a. Restrict network access to authorized endpoints and users across bank's network
- b. Apply, monitor, and enforce security policies on endpoint devices.
- c. Manage endpoints and perimeter processes

The need of Endpoint / End-User Device management includes:

Security: Endpoint services play a big role in the mitigation of security risks. First, centralized management systems can be put in place to keep track of your employee profiles, policies, and devices.

Efficiency: End user device management services help to increase the efficiency of the devices as the centrally control will ensure that no BC cannot use any other application other the authorized applications for which he/she is allowed to do.

Visibility: Provides clear information regarding who is using what devices on which endpoint.

Control: It is easy to control on how these devices are being used to ensure only legitimate business use.

Data Integrity: Ensures that data transferred onto these devices is encrypted to prevent unauthorized use of dissemination. Easy to enforce encryption policies on all data transfer.

Log Files: All the audit trails regarding the use of Endpoint Devices.

Management of end-user devices:

Includes installing and updating operating systems and application patches, managing user accounts, and maintaining up-to-date security. The mechanism should be in place to centrally control the Device management activities. The TSP must ensure that the endpoint devices management/operation controls comply with the following:

- (a) Software is protected and stored in a manner which precludes unauthorized modification.
- (b) Loading of software into endpoint devices is performed by a person who has the requisite knowledge and skills, and who has been nominated and authorized by a TSP to undertake these tasks under information to the bank.
- (c) USB devices are disabled for any other devices other that required peripherals.
- (d) All the peripherals are whitelisted / registered in the FI Gateway solution and only are allowed after the device registration process.

- (e) Mac-id of the Laptop / Desktop / TAB are to be mapped with the BC / Agent Code.
- (f) For any changes in the device due to non-working / fault can be updated with the new device centrally.
- (g) Latest Antivirus patch must be installed.
- (h) No other applications other than the authorized application can be used.
- (i) The BC code will be blocked automatically if any unwanted / malicious traffic is observed.
- (j) Dongle / PAN Drive are permitted on controlled manner.

User Acceptance Test of Software

- a. The Bank shall conduct User Acceptance Test (UAT) for end-to-end Financial Solution to ensure that all the functional requirements are available & functioning as per RFP and the successful bidder shall support the Bank in the UAT process.
- b. The Successful Bidder shall be responsible for conducting system integration testing to verify that all system elements have been properly integrated, and that the system performs all its functions.
- c. Successful Bidder shall be responsible for setting and maintaining the test environment during the entire period of project implementation and will ensure its configuration and parameterization for conducting the UAT as per bank's policies and in compliance with this RFP's requirements.
- d. The Successful Bidder shall provide the scenarios for UAT and assist in preparing test cases including the test data to support all the Business scenarios. The Successful Bidder should dedicate resources (from Successful Bidder's as well as the OEM's team) to work with the Bank's project team for this purpose.
- e. The Successful Bidder shall assist the Bank in analyzing / comparing the results of testing.
- f. Successful Bidder shall provide adequate resources for troubleshooting during the entire UAT process of the Bank.
- g. The Successful Bidder shall be responsible for maintaining appropriate program change control and version control of the system as well as documentation of UAT and change of configuration and parameterization after making changes in the system.
- h. All errors, bugs enhancements/ modifications required during and after testing will be resolved within the overall timelines for implementation. Sign-off for the same will be obtained from the Bank prior to implementing the work-around, in respect of errors and bugs affecting the functioning of the Bank.
- i. The Successful Bidder shall be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of the Bank and as per requirements mentioned in this RFP.
- j. The Bank will accept the developed / customized software only after

implementation of the software with successful conduct of acceptance testing by its users, including load and performance test. Software will be considered to be accepted only after the Bank issues an acceptance letter to the successful bidder.

- k. The solution may be audited for risk analysis and security features by Bank's IS Audit team or a third party appointed by the Bank, if so desired by the Bank. Support is to be provided for fixing such findings. The acceptance letter shall be subject to mitigation of all vulnerabilities by the bidder.

On awarding the contract, the successful bidder should discuss with core users of the Bank for understanding the functioning of the existing system and gap analysis. The successful bidder shall prepare a customization document based on the gap analysis and other requirements of the RFP. The successful bidder shall undertake to obtain Bank's approval of the customization documentation and associated project plans before software customization work commences. The customization document should provide the plan in detail based on the criticality of the requirements

Contract Period

The tenure of the Contract will be for a period of 7 (seven) years effective from the date of Go Live unless terminated earlier by the Bank by serving 90 days prior notice in writing to the Service Provider at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 7 (seven) years, the contract may be extended/renewed for further period of 3 (three) years on such terms and conditions as would be decided by the Bank.

The performance of the Service Provider shall be reviewed every quarter, and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

Service Provider is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

SERVICE LEVEL PERFORMANCE STANDARD

Penalty

Service Provider must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of Service Provider's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to Service Provider's inability to meet the established delivery dates, the bank may take suitable penal actions as deemed fit.

Service Provider shall agree to a penalty structure in accordance with the following:

Delayed Installation

The bidder is required to do the delivery, Supply, Commissioning, Installation, Testing/Certification, Configuration Migration and Maintenance of the FI Gateway End to End solution within 24 weeks.

The Service Provider shall be liable to a Penalty for non-adherence to the schedule for installation and commissioning will attract a penalty of 0.5% of the Total Contract value per week after the period of 24 weeks. (If the delay period is more than 3 days, it will be treated as one full week) if the project is delayed beyond the agreed timeline due to reasons attributable to the Service Provider and not due to any fault of the Bank. If the delay is caused by the Bank, the Service Provider must provide adequate evidence to substantiate that the delay is attributable to the Bank. The total penalty shall be capped at a maximum of 10% of the TCO.

Uptime Requirements

Service Provider will take total responsibility for the fault free operation during the contract period. Failure to meet these terms will result in penalties as detailed hereunder.

Expected uptime	Penalty (%) of monthly bill cost
99.90% and above	NA
99.50% to less than 99.90%	0.5%
99.25% to less than 99.50%	1%
99.00% to less than 99.25%	2%
98.50% to less than 99.00%	4%
98.00% to less than 98.50%	7%
Less than 98%	10%

Penalty will be deducted from monthly Facility Management Cost, AMC and ATS cost.

Monthly Bill Cost = FM+AMC+ATS cost applicable for the Month.

The payment terms are quarterly in arrears; however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not providing monthly break-up, Bank will divide the quarterly billing amount, and the uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there are no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Navi Mumbai in favour of Bank for the same within 15 days from the notice period from the Bank or Bank may invoke the Performance Bank Guarantee to recover the penalty.

Penalty will be deducted from monthly Facility Management cost, AMC and ATS cost

In the event of system failures that cause service unavailability due to hardware breakdowns, malfunctioning of components, accessories, system software, etc., the **Service Provider** is required to address and resolve the defect immediately, within **4 hours** of notification. SLA will be assessed on a **monthly basis**. The **application availability**, along with the necessary hardware/appliances, must be maintained at **99.90%** on a **24x7x365** basis. Penalties will be imposed for downtime, and any penalty amount due to downtime during the one-year **warranty period** will be deducted from any subsequent payments to the **Service Provider**. For downtime during the **AMC/ATS/FM** period, penalties will be deducted from the **AMC/ATS/FM** payments.

Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details monthly during warranty period.

Facility Management

The Service Provider must deploy an onsite resource starting from the Go-Live date. In the absence of the onsite resource / If the engineer is unavailable, a suitable replacement must be provided immediately. Otherwise, penalty of 2% of the monthly Onsite Technical Support (OTS) cost will be levied for each day of delay, subject to a maximum penalty of 20% of the monthly Onsite Technical Support (OTS). This penalty will be deducted from any future payments.

Escalation Matrix

The following table outlines the Escalation Points of Contact for the Service Provider and the Bank at each level:

Escalation Level	Escalation Point	Contact Details	Time to Acknowledge	Resolution Time
Level 1 (Initial Support)	Vendor's Front-Line Support / Bank IT Operations Team	Vendor: [Support Email / Phone] Bank: [IT Support Email / Phone]	Within 1 hour	Within 4 hours
Level 2 (Technical Support)	Vendor's Technical Support Team / Solution Specialist	Vendor: [Tech Support Email / Phone] Bank: [IT Support Manager Email / Phone]	Within 2 hours	Within 12 hours
Level 3 (Senior Management)	Vendor's Senior Solution Architect / SME Bank's IT or Security Head	Vendor: [Senior Email / Phone] Bank: [Security Manager Email / Phone]	Within 4 hours	Within 24 hours
Level 4 (Executive Escalation)	Vendor's Executive Management Bank's Senior Leadership	Vendor: [Executive Email / Phone] Bank: [CIO/CTO Email / Phone]	Within 8 hours	Within 48 hours

Additional Penalties

During the course of the 7(Seven) year project, if any shortfall is observed in the **RFP** requirements (due solely to the **Service Provider**), the **Bank** may impose a penalty of **0.5% of the total project cost** for each week of delay, subject to a maximum penalty of **10%**. These penalties will be deducted from the payments due for the project.

Total penalty should not go beyond 10 % of TCO.

DELIVERABLES AND PROJECT TIMELINES

A. Deliverables

Sr. No	Description of Deliverable	Due Date/ Timeline (From Date of Acceptance of PO)	Responsible Party	Acceptance Criteria
1	Hardware Provisioning and Installation	8 th Week	Service Provider	All required hardware installed and configured as per specifications, fully operational and tested by the Bank
2	Software Licensing and Installation	9 th Weeks	Service Provider	All software licenses provided, installed, and configured, with necessary patches and updates applied The bidder should provide the required licenses for the software supplied and deployed for the solution and the related manuals.
3	Application Development, Customization, and Integration	16 th Week	Service Provider	Applications developed and customized as per requirements, successfully integrated with existing systems
4	System and Network Design & Architecture	4 th Week	Service Provider	Approved system and network design documentation that aligns with Bank's operational requirements
5	Business Application Requirements Gathering	4 th Week	Service Provider / Bank	Completed requirements document containing UAT delivery in IV phases duly approved by the Bank
6	Development and Customization of Business Application	Phased Manner	Service Provider	Application developed as per specifications and tested successfully by the Bank
7	User Acceptance Testing (UAT)	Phase Manner Phase I – 12 th Week Phase II – 15 th Week Phase III- 18 th Week Phase IV- 21 th Week	Service Provider / Bank	UAT report with Bank's feedback and sign-off

8	Deployment and Go-Live of Business Application	24 th Week	Service Provider	Application deployed and successfully running in the production environment
9	Post-Go-Live Support and Maintenance for Business Application	24 th Week Onward	Service Provider	Support and maintenance plan agreed, issues resolved within defined SLA response times
10	Facility Management Services – Initial Setup	10 th Week	Service Provider	All required facilities (e.g., hardware, network) setup and operational
11	Routine Maintenance and Monitoring of IT Infrastructure	Ongoing (Monthly/Quarterly)	Service Provider	Regular monitoring reports and maintenance logs submitted to Bank
12	Annual Maintenance Contract (AMC) / Annual Technical Support (ATS)	After Go Live	Service Provider	AMC/ATS agreement executed, including preventive and corrective maintenance services
13	Incident Management and Support	Ongoing (As incidents arise)	Service Provider / Bank	Incident logs, resolution reports, and customer satisfaction metrics
14	Quarterly Review and Reporting	Every 3 months	Service Provider / Bank	Quarterly performance report and SLA compliance review
15	Annual System Health Check and Optimization	Annually	Service Provider	Health check report with recommendations for improvements
16	Performance and Availability Monitoring for Business Application	Ongoing (Monthly/Quarterly)	Service Provider	Performance metrics and uptime reports for Business Application
17	Disaster Recovery and Backup Services (Facility Management)	14 th Week	Service Provider	Successful backup tests and disaster recovery plan validation

B. Project Timelines

Sr. No	Milestone/ Deliverable	Timeline	Responsible Party	Acceptance Criteria
1	Project Kick-Off and Planning	Week 1	Service Provider / Bank	Kick-off meeting held, project plan and scope approved
2	Requirements Gathering and Analysis	Weeks 4	Service Provider / Bank	Requirements document submitted and approved by the Bank
3	System Design and Architecture	Weeks 4	Service Provider	Design document and system architecture approved
4	Procurement and Delivery of Hardware	Weeks 8	Service Provider	Hardware delivered as per specifications
5	Software Licensing and Delivery	Weeks 9	Service Provider	Software licenses delivered; valid licenses received
6	Development/Customization of Business Application	Weeks 9-16	Service Provider	Application developed according to specifications
7	Facility Management Services Setup	Weeks 5-10	Service Provider	Initial facility setup completed (hardware, software, etc.)
8	User Acceptance Testing (UAT 1)	Weeks 9-12	Service Provider / Bank	UAT sign-off from Bank, bugs/issues resolved
9	User Acceptance Testing (UAT 2)	Weeks 12-15	Service Provider / Bank	UAT sign-off from Bank, bugs/issues resolved
10	User Acceptance Testing (UAT 3)	Weeks 15-18	Service Provider / Bank	UAT sign-off from Bank, bugs/issues resolved
11	System Deployment and Go-Live	Week 24	Service Provider	System deployed and functional in the production environment
12	Post-Go-Live Support and Maintenance	Ongoing, from Week 24	Service Provider	Support plan activated, incident management in place
13	Routine Facility Management Services	Ongoing (Quarterly)	Service Provider	Regular monitoring, maintenance and reporting completed
14	Performance Review and Optimization	End of Month 3	Service Provider / Bank	Performance review report, recommendations for optimization
15	Quarterly Review and Reporting	Every 3 months	Service Provider / Bank	Quarterly performance review, SLA compliance report

16	Disaster Recovery and Backup Validation	Week 14	Service Provider	Disaster recovery test completed successfully
17	Annual System Health Check	Annually (End of Year 1)	Service Provider	Health check report, improvements implemented
18	Project Closure and Final Acceptance	End of Month 12 from acceptance	Service Provider / Bank	Final acceptance from the Bank after satisfactory operation

Explanation of Key Timelines

- a. **Project Kick-Off and Planning:** Initial meeting and alignment of project scope, deliverables, and timelines.
- b. **Requirements Gathering and Analysis:** Involves gathering all business and technical requirements from the Bank and bifurcating the UAT deliveries in IV phases.
- c. **System Design and Architecture:** Creation of detailed architecture and design for the solution.
- d. **Procurement and Delivery of Hardware:** Delivery of hardware as per project specifications.
- e. **Software Licensing and Delivery:** Delivery of required software licenses and validation.
- f. **Development/Customization of Business Application:** The actual development and customization of the Business Application according to specifications.
- g. **Facility Management Services Setup:** Setup of all facility management aspects, including hardware, network, and other infrastructure required for operation.
- h. **User Acceptance Testing (UAT):** Testing phase where the Bank will evaluate the application's functionality, followed by bug fixes and revisions. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period. The Solution will be accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder. Bidder should support/coordinate for successful testing of all the interfaces with concerned team CBS, NPCI, UIDAI, ATM Switch, IMPS, Middleware etc.
- i. **System Deployment and Go-Live:** Final deployment and system go-live in the production environment.
- j. **Acceptance Tests** The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation

and commissioning, successful operation and benchmarking of the solution offered. No additional charges shall be payable by the Bank for carrying out these acceptance tests. At the discretion of Central Bank of India, acceptance test will be conducted by the bidder at the site in the presence of the officials of Central Bank of India and/or its nominated consultants. The tests will check for trouble-free operation of the complete Solution for ten consecutive days. There shall not be any additional charges payable by Central Bank of India for carrying out this acceptance test. Central Bank of India will take over the system on successful completion of the above acceptance test.

- k. **Post-Go-Live Support and Maintenance:** Ongoing support, monitoring, and maintenance to ensure smooth operations.
- l. **Routine Facility Management Services:** Ongoing services like system monitoring, troubleshooting, and performance checks.
- m. **Performance Review and Optimization:** After the initial 3 months, a performance review to ensure system efficiency and improvements.
- n. **Quarterly Review and Reporting:** Regular checks to ensure the solution meets performance standards and SLA requirements.
- o. **Disaster Recovery and Backup Validation:** Testing and validation of disaster recovery processes to ensure data integrity and business continuity.
- p. **Annual System Health Check:** A yearly check to optimize system performance and ensure everything is functioning as intended.
- q. **Project Closure and Final Acceptance:** Final review and closure of the project after ensuring all deliverables and milestones have been met.

Performance Bank Guarantee

The Service Provider shall provide a Performance Bank Guarantee (PBG) in favour of the Bank, which will serve as security for the due and faithful performance of the contract, including the supply, implementation, and maintenance of Business Applications and Facility Management Services. The PBG shall be in the form of a bank guarantee issued by a nationalized or scheduled bank in India, acceptable to the Bank.

The following conditions apply to the PBG:

1. The PBG amount shall be [5%] of the total contract value for Business Applications and Facility Management Services.
2. The PBG must be submitted by the Service Provider within [30] days from the date of contract signing. The Bank will not release any payments until the PBG is submitted.
3. The PBG shall remain valid for the entire duration of the contract, including the implementation and service period for Business Applications and Facility Management Services. Additionally, it must remain valid for [6 months] after the

- contract completion or after the last payment is made, to ensure that the Service Provider's obligations have been satisfactorily met.
4. In the event of the Service Provider's failure to meet the agreed-upon performance standards or deliverables, or failure to provide continuous Facility Management Services as per the contract, the Bank reserves the right to claim the amount under the PBG, wholly or in part, to cover any financial losses or damages resulting from such failure.
 5. The PBG will be released upon the successful completion of the contract, after the Bank's acceptance of the Business Applications and the successful delivery of Facility Management Services. The PBG will also be released after a defined period of satisfactory operation (typically 6 months after the completion of the services) and upon submission of a no-due certificate from the Bank.
 6. If, during the contract period, the PBG expires or is about to expire, the Service Provider shall renew or replace the PBG with an equivalent one to maintain the security for the entire duration of the contract.

Insurance

Vendor will get an insurance cover on his own cost for all risks for the entire Hardware/Software/Data/other allied components if any installed for the solution for the period up to installation and acceptance. Vendor has to submit a copy of the bills, insurance cover as proof that he/she has insured all the Hardware / software/Data and other related items which are directly or indirectly part of the project implementation.

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The Bidder shall furnish to the Bank prior to the commencement of the supply of equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any

other insurance available to the Bank, its assigns, officers, directors, agents and employees.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers.

The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause.

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary for an amount Equal to 110% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

Should any loss or damage occur, the selected Bidder shall: -

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

WARRANTY

Comprehensive on-site warranty for Supply, Commissioning, Installation, Testing, Configuration

implementation & maintenance of End-to-End Financial Inclusion Gateway Solution on Turnkey basis" For Central Bank of India for 12 **months** from the date of successful installation and acceptance by the bank. The equipment includes hardware and software as per orders and all parts thereof shall be free from the defects in material and workmanship under normal use of services on peak loads, for a period of twelve months (12) months commencing from the date of successful installation. The vendor shall replace / repair defective / damaged parts, free of cost during the warranty period. The uptime guarantees as enumerated in this RFP document shall be ensured by the vendor in view of the criticality of the application, the equipment shall be kept in efficient running condition at all the time and preventive maintenance by the vendor on at least quarterly basis will be must. Vendor has to make all necessary arrangement for immediate replacement of defective parts etc., without any cost to the Bank. The TCO will be for 7 years, the solution is under AMC for 2nd to 7th year.

Hardware/Software **Warranty:** 1-year comprehensive on-site warranty from the date of installation and acceptance of the system by Central Bank of India. The warranty will

start only after acceptance of installation and Go Live. Accordingly, the bidder should have arrangement with OEM to ensure that hardware remains under warranty cover for a period of 1 year from the Go Live date.

SUPPORT AND MAINTENANCE:

Scope of AMC/ATS

- i. After expiry of the warranty period the Service Provider shall provide Annual Maintenance Contract (AMC) or Annual Technical Support (ATS) for all hardware and software supplied under this RFP. The AMC/ATS shall cover both preventive and corrective maintenance, ensuring optimal performance throughout the contract period.
- ii. Preventive maintenance shall include periodic checks, updates, and cleaning of equipment to minimize failures and downtime.

Corrective Maintenance and Support

- i. The Service Provider shall provide timely corrective maintenance for any hardware or software failures, including repairs or replacement of faulty components, and provide fixes for any software bugs.
- ii. The AMC/ATS services shall include on-site support to resolve issues effectively, within the response times outlined in the RFP.

Service Levels and Response Times

- i. The service levels for response times to support requests, breakdowns, and failure resolution. The Service Provider shall ensure the following:
 - a. Critical issues (hardware/software outages or failures): Response within 1 hours, resolution within 3 hours.
 - b. Non-critical issues degradation, minor bugs): Response within 4 hours, resolution within 2 days.
 - c. Scheduled preventive maintenance: To be conducted Monthly.

Spare Parts and Consumables

The Service Provider shall provide all necessary **spare parts** and **consumables** as part of the AMC/ATS services, including Tape, **memory modules**, **hard drives**, etc., to ensure uninterrupted operation of all hardware.

Facility Management Services

Application Monitoring and Maintenance

- i. The Service Provider (SP) shall ensure 24x7 monitoring of the business application to detect and resolve performance issues proactively.

- ii. Regular health checks shall be performed to identify potential risks and mitigate failures before they impact operations.
- iii. The SP shall provide preventive maintenance, including the application of patches, updates, and routine system optimizations.

Incident and Problem Management

- i. The Service Provider shall ensure timely response and resolution of HW, Software application issues as per the severity levels defined in the SLA.
- ii. Root cause analysis (RCA) shall be conducted for recurring issues, with detailed reports submitted to the bank.
- iii. An escalation matrix shall be established to address unresolved or critical incidents effectively.

User Support Services

- i. The Service Provider shall provide helpdesk support through defined channels, including email, phone, and ticketing systems, for end-user queries and issues.
- ii. Support services shall include application troubleshooting, query resolution, and assistance in operational tasks.
- iii. Regular feedback mechanisms shall be implemented to improve service quality.

Performance Management

- i. The Service Provider shall ensure optimal application performance by monitoring key performance indicators (KPIs) such as response time, transaction throughput, and system availability.
- ii. Regular performance tuning and load testing shall be conducted to meet the bank's operational requirements.

Change and Configuration Management

- i. The Service Provider shall support all HW, Software and application changes, including updates, upgrades, and enhancements, ensuring minimal disruption to business operations.
- ii. Configuration management practices shall be followed to maintain accurate and up-to-date application configurations.

Reporting and Documentation

- i. The Service Provider shall provide periodic reports on application performance, incident resolution, and SLA adherence.
- ii. Detailed documentation of all maintenance, updates, and changes performed on the application shall be maintained and shared with the bank.

End-to-End Service Integration

The Service Provider shall ensure that any third-party software or services required for the solution are integrated into the Bank's IT environment. This includes ensuring that hardware, software, and applications from different vendors function together seamlessly. The Service Provider will be responsible for the following:

- i. Coordinating the integration of external systems, software, and hardware into the Bank's ecosystem.
- ii. Developing and implementing any necessary custom solutions or adaptations to facilitate integration.
- iii. Managing the interdependencies between different systems and ensuring that the overall solution works cohesively.
- iv. Conducting integration testing to ensure proper functionality, security, and performance.
- v. Providing continuous support and troubleshooting for third-party integrated solutions, ensuring that they remain aligned with the Bank's business needs and technical environment.

Training and Knowledge Sharing

- i. The Service Provider shall provide training sessions and user manuals /FSD (Functional Specification Document) to the bank's personnel to enhance their understanding of the application.
- ii. Knowledge-sharing sessions shall be conducted periodically to ensure smooth operations and enable effective troubleshooting by in-house teams.

Resource Plan

- i. The Service Provider must supply resources for various service aspects under Facilities Management. Resources should be deployed at critical locations as per the agreed service levels detailed in relevant appendices.
- ii. The Service Provider will provide resources for system customization/development without additional costs unless regulatory/statutory requirements demand otherwise. Costs for these resources should be included in the contract.
- iii. Changes in resource allocation or roles require mutual agreement. The Service Provider must deploy skilled personnel and ensure their competency is satisfactory to the Bank. The Bank reserves the right to evaluate or replace resources found incapable of meeting requirements.
- iv. The Service Provider must conduct background verification of staff deployed to work on Bank premises.

- v. If personnel are withdrawn or replaced, the Service Provider must ensure replacements have equal or better qualifications at no extra cost.
- vi. The Service Provider must ensure smooth knowledge transfer during the transition period, which must be a minimum of three months.
- vii. To maintain financial accountability, the Service Provider must submit a monthly invoice and payment outlook. Invoices are capped to the agreed-upon payment structure.

Change Management

As Part of change management Service provider should:

- a. Accept and enter authorized change requests into an information for the purpose of tracking changes to the environment, and
- b. For every change affecting the production environment service provider should
 - i. Assess the necessity and impact of the proposed change on performance, connectivity, and overall operation.
 - ii. Work with the Bank to resolve any acceptance test issues.
 - iii. Schedule/ Manage testing and implementation of the change including communication to and coordination with other affected functions in accordance with the change management procedures to be agreed with the bank.
 - iv. With assistance from the bank verify the successful implementation of the change.

ROLES AND RESPONSIBILITIES

Bank's Responsibilities

- i. Providing clear project requirements, guidelines, and any necessary documentation.
- ii. Ensuring timely communication and feedback during the project lifecycle.
- iii. Reviewing and approving (providing sign-off to the service provider) deliverables as per the agreed timeline.

Service Provider's Responsibilities

- i. Delivering the required IT hardware, software licenses, and services as per the agreed scope.
- ii. Adhering to all timelines, quality standards, scope of work and service levels defined in the project.
- iii. Providing regular progress updates and reporting any potential issues or delays.
- iv. Ensuring compliance with applicable laws, standards, and regulatory requirements related to the delivery.

- v. Execution of Service Agreement within 30 days of acknowledgement of Purchase order.

Both parties will ensure active cooperation and communication throughout the project, and any changes to roles or responsibilities will be documented

PAYMENT TERMS:

Payment will be released by the concerned department at the Bank's Central Office. All payments shall be made in INR only. The payment terms are as follows:

1. Hardware / Software Payments:

a. Hardware Cost:

- i. 70% of the Hardware Cost will be made upon delivery of the Hardware.
- ii. 20% of the Hardware Cost will be made after the Bank's acceptance of the successful implementation of the Hardware for solution.
- iii. 10% of Hardware Cost will be made on expire of contract or against submission of additional PBG of equivalent amount (valid till entire duration of the contract plus 6 months).

b. Software Cost:

- i. 70 % of the Software cost would be payable on successful installation, implementation and sign off (after Go Live) of the project by Bank.
- ii. 20 % of the Software cost would be released after 1 (one) month of successful implementation/acceptance and sign off (after Go Live) of the project by Bank.
- i. 10% of Software Cost will be made on expire of contract or against submission of additional PBG of equivalent amount (valid till entire duration of the contract plus 6 months).

2. ATS Cost for Software (After Warranty Period):

- a. Will be paid on a quarterly basis at the end of each quarter, based on the successful delivery of the agreed support and maintenance services.

3. Hardware AMC Cost (After Warranty Period):

- a. Will be paid on a quarterly basis, at the end of each quarter, based on the satisfactory operation and maintenance of the hardware.

4. Facility Management Services and Support Cost:

- a. Will be paid on a quarterly basis, at the end of each quarterly, based on satisfactory performance in the previous quarterly.

5. Customization Charges:

- a. After Sign off and acceptance of the project by Bank any non-Statutory requirements specific for business needs of bank shall be paid as per the Man days sanctioned by the Bank's internal effort estimation committee in accordance with the rates quoted by the Bidder in RFP.
- b. No charges shall be paid towards Defect fixes, mandatory requirements which are issued to industry as a whole (as it will require a product upgrade and hence should be provided at no cost to Bank)

Other Payment Terms:

- i. Payments will be released via **NEFT/RTGS/account credit**, after deducting applicable **Liquidated Damages (LD)/penalties, Tax Deducted at Source (TDS)**, if any.
- ii. The service provider is required to provide the necessary bank details, including **Account Number, Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code**, among other details.
- iii. Bank requires separate invoice for each entity i.e. Central Bank of India, etc., Quantum of each entity will be decided after due approval from competent authorities.
- iv. No advance payment will be made.

SUBMISSION OF OFFER – TWO BID SYSTEM ON GEM

The procurement of the solution shall be made through GeM as per the applicable GFR Rules. Some of the important points are mentioned below:

Registration of Suppliers: The registered suppliers on GeM shall be eligible to participate in the tender process.

Debarment from bidding (i) A bidder shall be debarred if he/she has been convicted of an offence under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment. Reserved Items and other Purchase/Price Preference Policy.

Ministry of Micro, Small and Medium Enterprises (MSME) have notified procurement policy under section 11 of the Micro, Small and Medium Enterprises Development Act, 2006. The guidelines regarding Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, from Ministry of Micro, Small and Medium Enterprises

dated 23rd March 2012 and subsequent circulars / orders dated 18.02.2016, 10.03.2016, 25.07.2016, 20.09.2016, 09.11.2016 and 19.02.2019

Bank may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

The products notified for preference provision to domestic manufacturers are: i) Desktop PCs ii) Dot matrix printers iii) Tablet PCs iv) Laptop PCs v) Contact smart cards vi) Contactless smart cards vii) LED products viii) Biometric access control/authentication devices ix) Biometric fingerprint sensors x) Biometric iris sensors

Clauses regarding purchase of Computers as instructed by Ministry of Electronics and Information Technology vide gazette notification Dated 07.09.2020. The contents of the GOI, Ministry of Commerce and Industries, Department of Industrial Policy and Promotion revised ORDER dated 28th May 2018 regarding Public Procurement (Preference to make in India), Order 2017 and Manuals on Procurement revised upto June 2022 on need to followed in letter and spirit. A self -declaration from bidders in this regard, in order for them to be eligible. Clauses regarding Policy of Government of India to encourage, make in India and promote manufacturing and production of goods and services in India with a view to enhancing income and employment as instructed Department of Promotion of Industry and Internal Trade (DPIT) letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020

EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, on GeM portal, at the time and date mentioned on GeM portal. The bidder shall have to abide by the rules of GeM portal.

CHECKLIST FOR TECHNICAL OFFER/TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

Sl. No.	Particulars	Bidders Remark Yes/No
1	Copy of the Certificate of Incorporation	
2	Proof of registration with GSTIN	
3	Copy of audited Balance Sheets for the financial years 2022-23, 2023-24, 2024-25	
4	Certificate of the Chartered Accountant for Net-worth and Profit/loss for the financial years 2022-23, 2023-24, 2024-25	
5	CA certificate for net worth for last two financial year i.e. 2023-24, 2024-25	
6	Self-declaration on Company's letter head of having service/support Centre at Mumbai and Hyderabad and should be able to provide efficient and effective support.	
7	Undertaking of OEM of FIGS solution of having service/ support Centre in India.	
8	Proof of back-to-back arrangement of Bidder with OEM for Service and Support to the Bidder for the entire tenure of this contract.	
9	Undertaking / self-declaration on Company's letter head that the Bidder is not blacklisted/debarred by any Govt. /IBA/RBI/PSU/PSE/Banks/Financial Institutes for any reason or non-implementation/delivery of the order, as on date of bid submission.	
10	Undertaking / self-declaration on Company's letter head there is no pending litigation or any legal dispute in the last 2 years, before any Court of Law between the Bidder or OEM and the Bank regarding supply of goods/services, as on date of bid submission.	
	Annexure I Technical Offer	
11	Annexure II Query Format	
12	Annexure III Bid Security Undertaking Form	
13	Annexure IV Commercial Bid (Price Schedule)	

14	Annexure VI Organizational Profile	
15	Annexure VII Performance Bank Guarantee	
16	Annexure VIII Manufacturer's Authorization Form	
17	Annexure IX Non-Disclosure Agreement	
18	Annexure X Conformity Letter	
19	Annexure XI Compliance Certificate	
20	Annexure XII Integrity Pact	
	Annexure XIII Project Implementation Timelines	
21	Annexure XIV Bill of Material	
22	Annexure XV Functional & Technical Parameters for Evaluation	
24	Annexure XVII Undertaking of Information Security	
25	Annexure XVIII Undertaking Letter – Land Border Sharing	
26	Annexure XXII Undertaking of Authenticity for Products Supplied	
27	Annexure XXIII Pro-Forma for Bid Security (EMD)	
28	Annexure XXIV Letter for Refund Of EMD	
29	Annexure XXV NPA Undertaking	
30	Annexure XXVI Bidder's Particulars on Company Letter Head	
31	Annexure XXVIII Format for Submission of Client References by Bidder	
32	Annexure XXIX Undertaking For 7 Year Roadmap	
33	Annexure XXX Undertaking for Data Privacy	
34	Annexure XXXI Bidder's Information	
35	Annexure XXXII Letter for Conformity of Product as Per RFP	
36	Annexure XXXIII Cover Letter	

FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in annexure-IV. As per the GeM format. The price quoted should be inclusive of tax/GST as per ruling of GeM.

DATE OF SUBMISSION

Bidder shall follow the GeM Guidelines and submit the Bids as per the timelines of GeM. The e-mail address and phone/fax numbers of the vendor should also be provided. The details in both the Bids should be exactly as stipulated and otherwise the offer is liable to be rejected.

PLACING THE ORDER AND PAYMENT BY CONCERNED OFFICES:

Orders for solution shall be placed by the Central Office of the Bank. The vendor shall give acceptance within 7 days from the date of receipt of the purchase order. If the acceptance is not received within 7 days then it will be presumed as accepted. The implementation period is counted accordingly.

However, Bank has right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order. All payments for the solution will be paid by Central office, Central Bank of India, Mumbai as per the terms and conditions.

(Authorized person should duly sign the documents on behalf of Bidder)

CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail at GeM Portal / the address mentioned. Further, at least 1 day prior to the last date for Pre-Bid Query submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on GeM Portal / Bank's website www.centralbankofindia.co.in

EVALUATION CRITERIA

It is proposed to have 2 Bid System of Evaluation involving Technical Evaluation followed by Commercial Opening.

The Technical Evaluation shall be carried out as per the marking scheme by the evaluation committee. The technical evaluation criterion would involve the following major areas:

SI No	Criteria	Max Score
1	Credentials	50
2	Technical Specifications	50
3	Functional Specifications	50
4	Presentation of the Solution	50
5	Demonstration of Technical and functional capabilities	50
Total		250
Minimum 60 % Marks required to qualify		150

Criteria 1: Credentials:

Evaluation criteria	Max Marks	Criteria for Awarding Marks
Number of Public Sector Banks & Private Sector Bank (Having more than 1000 branches) where FIGS solution is implemented/Under-implementation	20	Successful implementation - Ten (10) marks for each Bank Under implementation project - Five (5) marks for each Bank
Number of Other Schedule Commercial Banks where FIGS solution is implemented/Under-implementing	10	Successful implementation - Five (5) marks for each Bank Under implementation project - Two (2) marks for each Bank
Number of Schedule Commercial Banks where FIGS solution Successfully migrated from different solution.	5	Successful Migration - Five (5) marks for each Bank
Number of Schedule Commercial Banks where FIGS solution is handling more than 10,000 BCs	5	Two and half (2.5) marks for each Bank
FI Transaction Volume Handled per day per bank (average)	10	10 Lakhs to 50 Lakh per day - Five (5) marks for each Bank More than 50 Lakh - Ten (10) marks for each Bank Less 10 lakhs – no marks
Total Marks (For Credentials)	50	

Criteria 2 & 3: Technical & Functional Specifications

The Bidder is required to submit documents in support of the proposed solution with the Bid Document. The evaluation committee shall verify the documents (technical and functional) and give marks as per the following table and marking criteria specified

therein. In case the committee feels details are insufficient or not clear then the Bidder may be asked to submit additional documents in support of their solution performance. The Bidder may be called for a product demonstration and presentation before the committee.

Technical and Functional Specification available in Annexure: XV

Criteria 2: Technical Evaluation				
	Technical Evaluation	Maximum Marks	AVAILABLE	NOT AVAILABLE
1	Experience of Migrating other vendor FIGS solution	5		
	Number of FIGS Application Migrated			
	More than > 3 (5 Marks)	5		
	More than > 2 (3 Marks)	3		
	More than >= 1 (1 Marks)	1		
2	Advanced AI based fraud prevention system	5		
	Real-Time Fraud Detection Engine	2		
	Device Fingerprinting & Geo-Fencing	2		
	AI-Driven Pattern Recognition for Transactions	1		
3	Device control and Management System	5		
	Centralized Device Management Platform	2		
	Remote Device Provisioning and Configuration	1		
	Real-Time Monitoring & Alerting	1		
	Lost/Stolen Device Management	1		
4	Reporting and Dashboard Solution	5		
	Centralized Reporting Engine	1		
	Dynamic Dashboards (Real-Time & Drill-Down)	1		
	Operational Reports	1		
	Compliance & Audit Reports	1		
	Financial Reports	1		
5	Ticketing system and chat-bot	5		
	Ticket ID generation and real-time tracking	2		
	Categorization by type, priority, source, and geography	1		
	Chatbot-assisted self-resolution for common issues	2		
6	Implementation of DevSecOps in software development	5		
	Use shift-left security, reducing vulnerabilities before deployment and enabling rapid, secure releases	2		

	Use of automated CI/CD tools	2		
	DevSecOps architecture and workflow diagram	1		
7	Use of Modularization, Containerization, and Microservices	5		
	Independent development and testing of features (e.g., onboarding, authentication, transactions)	2		
	Plug-and-play integration of modules (e.g., Aadhaar KYC, fraud analytics, BC management)	1		
	Independent deployment and scaling of services	1		
	Container-level fault isolation	1		
8	API manager / API security	5		
	SSL termination (TLS 1.2 or higher)	2		
	API Authentication and Authorization	1		
	Monitoring, Auditing & Logging	1		
	Third-Party & Fintech Integration	1		
9	Use of AI/ML Reporting	5		
	Anomaly Detection Reports	2		
	Agent and Customer Behaviour Insights	1		
	Regulatory and Risk-Based Reporting	2		
10	UI/UX of Website and Mobile Application: Responsive & Consistent Design across Mobile App and Web Browser	5		
	Responsive & Consistent Design	2		
	Multilingual & Accessible UI	1		
	Unified UI/UX across Web Portal and Android/iOS mobile App	2		
Total Marks for Technical Evaluation		50 Marks		

Criteria 3: Functional Evaluation		
Functional Evaluation	Max Marks	Criteria
Functionality available in FIGS	5 Marks	More than 40 functionalities available: 5 Marks 30 to 39 functionalities available: 3 Marks less than 30 functionalities available: 2 Marks
Feature of MIS and Dashboard Reporting	5 Marks	Dashboard with minimum 20 MIS reports available: 5 marks Dashboard with 10 to 19 MIS reports available: 3 Marks Dashboard with less than 10 MIS reports available: 2 Marks

Feature of Inspection and Reporting Solution	5 Marks	Inspection & reporting Solution with auto population of BC report available: 5 Marks Inspection & reporting Solution without auto population of BC report available: 3 Marks
Feature of performance monitoring and analysis solution	5 Marks	Performance monitoring and analysis solution with AI tools: 5 Marks Performance monitoring and analysis solution without AI Tools: 2 Marks
Feature of automated BC on-boarding process	5 Marks	End to End Automated BC Onboarding solution available and implemented in 1 Bank: 5 Marks End to End Automated BC Onboarding solution available in 1 Bank: 2 Marks
Features of BC commission and payment solution	5 Marks	BC commission and payment solution implemented in 1 Bank: 5 Marks BC commission and payment solution available: 2 Marks
Feature of early warning checks and alerts	5 Marks	early warning checks and alerts with AI/ML: 5 Marks early warning checks and alerts without AI/ML: 3 Marks
Features of E-kyc module	5 Marks	E-kyc module implemented with Finger Print + Face Auth + OTP : 5 Marks E-kyc module implemented with Finger Print + OTP: 3 Marks E-kyc module implemented with Finger Print: 1 Marks
Ease of Migration and Implementation	5 Marks	Experience of Migrating 3 Bank in past: 5 Marks Experience of Migrating 2 Bank in past: 3 Marks Experience of Migrating 1 Bank in past: 2 Marks
Help-desk support and management and solution	5 Marks	Solution ready and deployed in 1 Bank : 5 Marks Solution available: 2 Marks
Total Marks for Functional Evaluation	50 Marks	

Criteria 4 & 5: Demonstration & Presentation of FIGS capabilities

Criteria 4: Demo		Criteria 5: Presentation	
1. Technology used in the solution	(6 Marks)	1. Showcase of features in live environment/installations	(10 Marks)
2. Time frame for various activities – Implementation Plan	(6 Marks)	2. BC Performance Monitoring Tools/ Dashboard	(10 Marks)
3. Features & functionalities and UI/UX of BC App	(4 Marks)	3. BC User Management Module	(5 Marks)
4. API Gateway	(4 Marks)	4. Demonstration of Technical & functional Capabilities	(10 Marks)
5. Migration experience – learning from migration for timely and smooth deployment, successful case study	(6 Marks)	5. Inspection and Reporting solution	(5 Marks)

6. Early warning checks and alerts	(4 Marks)	6. Monthly BC Commission Calculation and Payment Solution	(5 Marks)
7. Use of new tech features i.e. micro-services & containerised architecture	(6 Marks)	7. e-KYC Module	(5 Marks)
8. Total volume handled per day	(4 Marks)		
9. Methodology/ Approach- Project Plan	(4 Marks)		
10. Integration with various Bank systems i.e. Middleware, EFRMS, Data warehouse etc.	(6 Marks)		
Total Marks for Demo	50 Marks	Total Marks for Presentation	50 Marks

Only those bidders who qualify for technical evaluation shall be considered for commercial evaluation.

Bidders is required to submit commercial bid as per format in Annexure IV along with the technical documents. No commercial should be given in masked commercial bid or elsewhere, if found bid will be summerly rejected.

B. Commercial Assessment (Reverse Auction)

The Commercial Evaluation shall be carried out on GeM and the L1 declared based on Reverse Auction shall be awarded the contract.

Bidder will have to submit Commercial Bid as per the Annexure IV

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder (H1). The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H1 will also be allowed to participate in RA in following cases:

1. If number of technically qualified bidders are only 2 or 3.
2. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
3. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

In case one bidder is left commercially eligible, in such situation, Bank reserves the right to award contract to the L1 Bidder.

Bidder with the lowest TCO (as per Annexure-IV) after Reverse Auction will be declared as L1. The Successful Bidder (L1) may be called for negotiations subject to Bank discretions.

If L1 bidder is unable to accept / provide the solution in stipulated time period, contract will be awarded to L2 bidder subject to the condition L2 matches the price / terms and condition of L1 bidder.

Entire solution for FI Gateway is to be implemented / delivered within 24 weeks from the date of acceptance of purchase order. Grace period of 30 Days will be allowed under exceptional circumstances on approval by competent authority.

Once the technical bids received have been evaluated, the bank would short-list the Bidders, who qualify for further evaluation. The bank may request further clarifications, presentations etc.

AWARD CRITERIA

The Bank will award the Contract to the successful Bidder who has been determined as qualified to perform the Contract satisfactorily, and whose Bid has been found eligible as per the evaluation criteria stated above.

Section-3

Terms and Conditions

TERMS AND CONDITIONS

Central Bank of India invites the Vendor's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the service provider or the Bank which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- b. Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- c. Terrorist attacks, public unrest in work area,

Provided either party shall within seven working days from the occurrence of such a cause notify the other in writing of such causes. The Service provider or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and / or defined above. The decision regarding whether a particular event as informed by the vendor being a force majeure event, should be regarded as a force majeure event, shall be solely the decision of the bank. Financial reasons or escalation in prices will not fall under "Force Majeure"

ORDER CANCELLATION

Bank reserves the right to cancel the contract placed on the service provider and recover expenditure incurred by the Bank under the following circumstances. If the service provider commits a breach of any of the terms and conditions of the bid, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract. Additionally, if an attachment is levied or continues to be levied for a period of seven days upon the effects of the bid, the Bank may take appropriate action. If the service provider fails to complete the assignment as per the timelines prescribed in the RFP and any extension allowed, it will be considered a breach of contract, and the Bank reserves its right to cancel the order in the event of delay and forfeit the bid security/performance bank guarantee as liquidated damages for the delay. If deductions on account of liquidated damages exceed more than 10% of the total contract price, the Bank reserves the right to cancel the contract.

After the award of the contract, if the service provider 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 service provider is bound to make good the additional expenditure that the Bank may have to incur in executing the balance 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 service provider from any amount outstanding to the credit of the service provider, including pending bills and/or invoking the bank guarantee under this contract.

In addition to the cancellation of the purchase order, the Bank reserves the right to appropriate the damages from the Bid Security / Performance Bank Guarantee given by the service provider and/or foreclose the bank guarantee given by the service provider against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, or failure to fulfil the contractual obligations of the Purchase order, the Bank may debar/blacklist the service provider from participating in future tender processes. The Bank reserves the right to inform IBA/other banks about blacklisting the service provider in case of default in service or delay leading to financial or reputational loss, loss of time of the bank.

CONFIDENTIALITY

Confidential Information

Confidential Information means any non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or any other form, that the Disclosing Party designates as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. And any analysis, summaries, notes, or derivative works that are based on the Confidential Information. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

- i. **Confidential Materials:** "Confidential Materials" shall mean all tangible materials containing Confidential Information, including but not limited to physical forms (documents, printed materials) as well as digital forms (emails, electronic files, databases, cloud storages, etc.), or any other form of tangible media, whether machine or user readable.

- ii. **Reasonable Care Requirement:** The Receiving Party agrees to exercise at least the same level of care in safeguarding the Confidential Information as it would to protect its own confidential information, but in no event less than reasonable care. "Reasonable care" means taking all necessary precautions to prevent unauthorized access, use, or disclosure of Confidential Information.

Exclusions from Confidential Information

Confidential Information shall not include any information that:

- i. Is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party.
- ii. Becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party.
- iii. Became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or
- iv. Is independently developed by Receiving Party

Restrictions

- i. The Receiving Party may disclose Confidential Information as required by judicial or governmental order, including to statutory auditors, regulatory authorities, or inspectors. In such cases, unless prohibited by law, the Receiving Party shall give reasonable notice to the Disclosing Party prior to such disclosure and shall comply with any applicable protective order or equivalent.
- ii. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- iii. Confidential Information and Confidential Material may be disclosed, reproduced, summarized, or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- iv. The Receiving Party shall not reverse engineer, decompile, disassemble, or otherwise attempt to create derivative works based on any software or other Confidential Information disclosed by the Disclosing Party.

This Agreement shall be effective from the date hereof and shall continue until the establishment of a business relationship between the Parties and the execution of definitive agreements thereafter. The confidentiality obligations under this Agreement shall survive for a period of 7 years following the termination or expiration of this Agreement. Upon expiration or termination of this agreement, the Receiving Party shall immediately cease all disclosures or uses of Confidential Information and, at the request of the Disclosing Party, promptly return or destroy all written, graphic, or other tangible forms of the Confidential Information, along with all copies, abstracts, extracts, samples, notes, or modules thereof.

Notwithstanding anything to the contrary herein, the Confidential Information shall remain confidential until it enters the public domain through no fault of the Receiving Party.

Rights and Remedies

- i. **Notification of Unauthorized Disclosure:** Receiving Party (Bank) shall notify Disclosing Party within 24 hours of discovering any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- ii. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall:
 - a. Cease using the Confidential Information.
 - b. Return the Confidential Information and all copies, abstract, extracts, samples, notes, or modules thereof to the Disclosing Party within seven working days after receipt of notice, and
 - c. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
 - d. Failure to comply with these obligations may result in legal action, including but not limited to claims for breach of contract and any associated damages. The Receiving Party's obligations under this agreement regarding the confidentiality of the Confidential Information shall survive the return or destruction of the Confidential Information.
- iii. **Injunctive Relief:** Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information, and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction. The Disclosing Party may seek such relief in any jurisdiction where the Receiving Party operates or where the Confidential Information is being misused.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job.
 - c. Financial liability for actual, consequential, or incidental damages
 - d. Termination of contract
 - e. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

Non-Disclosure Agreement (NDA)

The Receiving Party shall not commercially use or disclose any Confidential Information, or any materials derived from it to any other person or entity, except to

employees or consultants of the Receiving Party who have a legitimate need to access and know the Confidential Information solely for the purpose authorized above. Any consultant receiving such information must have executed a Non-disclosure Agreement with the Receiving Party, containing terms no less restrictive than those of this Agreement. The Receiving Party shall take appropriate measures to prevent unauthorized use or disclosure of Confidential Information, including written agreements and instructions to employees and consultants before disclosing any Confidential Information, without the other party's written consent. This obligation shall not extend to information that was rightfully in the possession of the Receiving Party prior to the commencement of the negotiations leading to the Contract. The Receiving Party shall ensure that any third-party entities (such as contractors, affiliates, agents, etc.) to whom Confidential Information is disclosed are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Any breach of the non-disclosure obligations by such employees or consultants shall be deemed a breach of this Agreement by the Receiving Party, who will be liable for such breach.

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.

The Service Provider must submit the Non-Disclosure Agreement (NDA) in the format specified in the Request for Proposal (RFP).

DISPUTE RESOLUTION

The Bank and the Competent Authority of selected Vendor shall make every effort to resolve amicably, by direct informal negotiation between Authorized Personnel from the Bank and Competent Authority of selected Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If Authorized Personnel from the Bank and Competent Authority of Selected Vendor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by selected Vendor and Bank, the Bank and Selected

Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration. However, during the course of negotiations up to this stage, parties will continue to perform their respective duties.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties who shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai and Mumbai shall have exclusive Jurisdiction to entertain it. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

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

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

Each Party shall bear the cost of preparing and presenting its case. However, the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

INDEMNITY

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating

to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

1. Bank's authorized / Bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
2. Relating to or resulting directly from infringement of any third-party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project and/or
3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or
4. Claims made by employees or subcontractors or subcontractors employees, who are deployed by the Bidder, against the Bank and/or
5. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
7. Breach of confidentiality obligations of the Bidder (**except for any breach in relation to Personal Data, which shall be limited to the total contract value or the actuals of the penalty incurred by the Bank, whichever is higher**) contained in this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO
8. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors
9. The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,
 - a) The Bank notifies the Bidder in writing immediately on aware of such claim,
 - b) The Bidder has sole control of defense and all related settlement negotiations,
 - c) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
 - d) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

10. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization / due to any technical glitch as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
11. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:
- a) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
 - b) all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
 - i). The Bidder has sole control of the defense and all related settlement negotiations.
 - ii). The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
 - c) Any loss suffered by bank due to non-functioning / malfunction of Solution such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank, losses will be recovered from Bidder/ vendor. Any such loss to the Bank due to improper working of Solution, Bidder /vendor will have to make good of such losses. This will be treated separate from penalty.
12. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
- a) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same).
 - b) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material.

- c) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder.
 - d) Operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or
 - e) Use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
 - f) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.
13. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:
- a) Procure for Bank the right to continue using such Deliverable.
 - b) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance.
 - c) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or
 - d) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight-line depreciation over a 5-year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third-party intellectual property rights.
- The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

PUBLICITY

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

EXIT OPTION

The Bank reserves the right to cancel the contract and debar Service Provider from participating in future procurement processes if one or more of the following conditions occur:

- i. Failure of Service Provider to accept the contract or purchase order and to furnish the Performance Guarantee within 21 days of the acceptance of the purchase contract.
- ii. Delay in offering the required deliverables or services.
- iii. Delay in commissioning the project beyond the specified period.
- iv. Delay in completing commissioning, implementation, and acceptance tests/checks beyond the specified periods.
- v. Serious discrepancies in the project noticed during the testing phase.
- vi. Serious discrepancies in the functionality to be provided or the performance levels agreed upon, which negatively affect the functioning of the Bank.
- vii. Serious discrepancies in the completion of the project.
- viii. Serious discrepancies in the maintenance of the project.

In addition to cancelling the purchase contract, the Bank reserves the right to appropriate damages by encashing the Bid Security or Performance Guarantee provided by Service Provider.

The **Bank reserves the right to purchase the equipment from third-party suppliers if such equipment is available at a lower price, and if Service Provider's offer does not match that lower price. However, this will be done only if:**

- i. The equipment is available at more favourable terms in the industry.

The equipment procured from third parties is functionally similar to the original equipment, ensuring that M/s Service Provider can maintain it.

PRIVACY SAFEGUARDS

Service Provider 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 Service Provider under this contract or existing at any Bank location. Service Provider shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software.

Service Provider shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by Service Provider under this contract or existing at any Bank location.

The Service Provider shall provide to the bank, the details of all data related to the Bank and its customers that the service Provider captures, Processes and stores.

The Service Provider may only share customer data with third parties when legally required, with prior consent, or for necessary operational purposes, ensuring compliance with confidentiality and data protection agreements.

REVERSE TRANSITION PLAN

The **Bank** and **Service Provider** shall together prepare a **Reverse Transition Plan**. However, the **Bank** will have the sole authority to ascertain whether the plan has been properly followed. The **Reverse Transition Mechanism** will typically include services and tasks required to ensure a smooth handover and transition of the **Bank's deliverables, maintenance, and facility management** responsibilities.

CORRUPT AND FRADULENT PRACTICES

As per the directives of the **Central Vigilance Commission (CVC)**, it is mandatory for Service Provider, Suppliers, and Contractors to observe the highest standards of ethics during the procurement and execution of contracts. This includes adhering to the following definitions and principles:

- i. **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or during the execution of the contract.
- ii. **“Fraudulent Practice”** means a misrepresentation of facts to influence the procurement process or the execution of a contract, resulting in detriment to the Bank. This includes, but is not limited to, collusive practices among Service Provider and others (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels, thus depriving 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 has engaged in corrupt or fraudulent practices during the bidding or award process.

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

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.

SURVIVAL OF SEVERABILITY

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on Service Provider shall so survive beyond the expiration, or termination of the Agreement, the invalidity of one or more provisions contained in the Agreement shall not affect the remaining portions of the 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, the Agreement shall be construed as if any such provision had not been inserted therein.

LIMITATION OF LIABILITY

Service Provider's **aggregate liability** under the contract shall be limited to a maximum of the contract value. For the purpose of this section, the contract value at any given point of time means the aggregate value of the purchase orders placed by the Bank on the Service Provider that gave rise to the claim, under this Request for Proposal (RFP).

This limitation shall **not apply** to third-party claims arising from:

Intellectual Property (IP) Infringement Indemnity: The Service Provider's liability for any claim or damages arising from infringement or alleged infringement of third-party intellectual property rights shall not be subject to the above limitation.

Bodily Injury, Death, and Property Damage: The Service Provider shall be fully liable for any bodily injury (including death) or damage to real property or tangible property caused by the Service Provider's negligence, fraud, or misrepresentation, or that of its employees, representatives, or subcontractors.

Indirect, Consequential, Incidental, or Special Damages: Notwithstanding the above, the Service Provider shall be liable for any indirect, consequential, incidental, or special damages arising under this agreement or purchase order. These types of damages may include, but are not limited to lost profits, loss of business opportunities, loss of use, or

other similar damages, even if the Service Provider has been advised of the possibility of such damages.

Liability for Subcontractor Practices: The Service Provider shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.

COMPLIANCE

- i. The Service Provider shall comply with all directions, guidelines, or regulations issued by the Reserve Bank of India (RBI) with respect to the activities outsourced under this agreement, including but not limited to hardware, software, application, AMC/ATS, and Facility Management (FM) services. The Service Provider shall ensure that the complete solution adheres to specific contractual terms and conditions set forth by the Bank and is in full compliance with applicable RBI regulations. Additionally, the Service Provider will work in close coordination with the Bank to meet all compliance requirements and promptly address any issues arising from the enforcement of these directions.
- ii. The service provider shall ensure compliance with the provisions of the **Information Technology Act, 2000, Digital personal data protection Act, 2023** and all other applicable legal, regulatory, and industry standards, including but not limited to data protection laws and privacy requirements, to protect the confidentiality, integrity, and security of customer data handled or processed under this Agreement. The Service Provider shall be fully responsible for any breach of applicable laws or regulations and shall indemnify and hold the Bank harmless from any claims, losses, damages, or penalties arising out of such breach.

PROJECT REVIEW

The Service Provider shall be responsible for the ongoing maintenance and support of the complete solution, including hardware, software, applications, AMC/ATS, and Facility Management (FM) services, throughout the contract period. Regular project reviews will assess the seamless operation and optimal performance of these components. These reviews will focus on evaluating the efficiency of hardware maintenance, ensuring adherence to manufacturer guidelines and industry best practices for inspections, repairs, and replacements. Both on-site and remote maintenance efforts will be reviewed based on the severity of issues, ensuring compliance with the timelines outlined in the Service Level Agreement (SLA), minimizing operational disruptions to the Bank.

In addition to hardware, the project review will also examine the performance of the software, applications, and FM services, ensuring that issues are promptly addressed in

line with agreed SLA terms. Regular reports will be reviewed, which will track detailed logs of all maintenance activities, status updates on hardware and software systems, and resolution timelines for any issues. The review will also focus on ensuring that any required upgrades, replacements, or enhancements are managed effectively and timely.

The project review will be conducted at regular intervals to ensure that all aspects of the solution—hardware, software, applications, AMC/ATS, and FM services—are continuously monitored and maintained for optimal performance, ensuring fault-free operations across the entire system.

SUBCONTRACTOR/ INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship, co-employment, or joint employment between the **Bank** and the **Service Provider**. The **Service Provider**, in furnishing services to the **Bank** under this agreement, is acting solely as an independent contractor. The **Service Provider** does not undertake, by agreement or otherwise, to perform any obligation of the **Bank**, whether regulatory or contractual, or to assume any responsibility for the **Bank's** business or operations. The parties agree that, to the fullest extent permitted by applicable law, the **Service Provider** has not, and is not, assuming any duty or obligation that the **Bank** may owe to its **customers** or any other person.

The **Service Provider** shall comply with all applicable rules, regulations, statutes, and local laws and shall not commit a breach of any such laws or regulations.

In respect of **sub-contracts**, if applicable, the following provisions apply:

- i. If required, the **Service Provider** shall provide complete details of any subcontractor(s) used for the purpose of this engagement.
- ii. Notwithstanding the use of subcontractors, the Service Provider shall remain solely responsible for the performance and risk management of all obligations under this SLA, NDA, or Purchase Order. The Service Provider will remain liable for the failure or inability of any subcontractor to perform its obligations.
- iii. The Service Provider shall be responsible for the payment of all dues and statutory contributions, including those related to labour laws, for its employees and subcontractors, as applicable.
- iv. The Service Provider shall obtain the Bank's prior written consent before subcontracting or outsourcing any work related to the performance of this agreement. This applies to all or part of the outsourced activities.
- v. The Bank reserves the right to seek information from the Service Provider about the third parties or subcontractors engaged in the supply chain or any sub-contracted work.

APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the Selected Service Provider shall be governed by and construed in accordance with the Laws of India for the time being in force, without regard to its conflict of law principles. The Parties agree that any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Maharashtra, India, and that all legal proceedings related to the Contract shall be filed in such Courts, with the exclusion of all other Courts.

The Parties hereby irrevocably consent to the personal jurisdiction of the Courts at **Mumbai** and waive any objection to venue or jurisdiction, in any legal proceeding arising out of or relating to the Contract.

The termination of the Contract shall not affect any accrued rights or liabilities of either Party, nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

ADHERENCE TO CYBER SECURITY POLICY

Service Provider are responsible for complying with the security standards or desired security aspects of all the Information and Communication Technology (ICT) resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with Service Provider. Service Provider should ensure Data Security and protection of facilities/application managed by them.

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

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

The Service provider shall put in place necessary controls within its organization for maintaining confidentiality of the Bank's and its customers data.

STATUTORY AND REGULATORY REQUIREMENTS

The Solution provided by the Service Provider must comply with all applicable regulatory, statutory, or legal requirements defined by any relevant authorities, including but not limited to the Reserve Bank of India (RBI), other regulatory bodies, and judicial courts in India, as of the date of execution of the Agreement. This compliance requirement shall supersede any responses provided by the Service Provider in the technical response.

During the period of Warranty/AMC (Annual Maintenance Contract), the Service Provider must continue to comply with all applicable regulatory or statutory requirements, including any reports or other obligations defined by regulatory authorities from time to time, which fall within the scope of the RFP and Agreement. Such compliance shall be provided by the Service Provider without any additional cost to the Bank.

All mandatory requirements imposed by regulatory and statutory bodies shall be addressed by the Service Provider as part of the change management process, at no extra cost to the Bank during the contract period.

VISITORIAL RIGHTS

The Bank and its authorized representatives reserve the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank. Non-cooperation by the Service Provider in this regard will be treated as breach of agreement/Purchase Order and will follow the consequences accordingly.

INSPECTION, REVIEW, AUDITING AND MONITORING

The Service Provider shall make all OEM/ Service Provider records related to any matters or issues covered under the scope of this RFP/Project available to the Bank at any time during normal business hours, as often as the Bank deems necessary. The Bank shall have the right to audit, examine, and make excerpts or transcripts of all relevant data, records, books, information, logs, alerts, and business premises pertaining to the services provided. Such records and information shall be subject to examination as per the Bank's discretion. The cost of such audits will be borne by the Bank. The Service Provider shall permit audits by internal or external auditors of the Bank, or by the Reserve Bank of India (RBI), to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activities or arrangements made by the Bank. The Bank shall conduct a periodic review of the Service Provider's outsourced processes to identify

emerging outsourcing risks as they arise. The Service Provider shall adhere to the Bank's risk management, security, and privacy policies to meet the Bank's standards.

If The Service Provider outsources any services to a third party, the Service Provider must ensure that proper agreements or purchase orders are in place with the concerned third party. The Bank shall have the right to intervene with appropriate measures to ensure compliance with legal and regulatory obligations.

i. Access to Books, Records, Audit, and Inspection shall include the following:

- a. The Bank shall have the ability to access all books, records, information, data, logs, alerts, and business premises relevant to the outsourced activity maintained by the Service Provider. For technology outsourcing, the Service Provider shall ensure that audit trails and logs for administrative activities are retained and accessible to the Bank upon approved request.
- b. The Bank reserves the right to conduct audits of the Service Provider and its subcontractors, whether by its internal or external auditors, or agents appointed to act on its behalf. The Bank may obtain copies of any audit or review reports and findings related to the Service Provider or subcontractors in connection with the services performed for the Bank.
- c. Bank shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the Bank's IT infrastructure, applications, data, documents, and other necessary information provided to, stored, or processed by the Service Provider and/or its subcontractors in relation to and as applicable to the scope of the outsourcing arrangement.
- d. The Service Provider shall recognize the authority of the Reserve Bank of India (RBI) to cause an inspection of the Service Provider's operations and its books and accounts, conducted by one or more of its officers, employees, or other authorized persons.
- e. Service Provider shall allow the Reserve Bank of India (RBI) or any person(s) authorized by it to access the Bank's IT infrastructure, applications, data, documents, and other necessary information provided to, stored, or processed by the Service Provider or its subcontractors, in relation to and as applicable to the scope of the outsourcing arrangement.

The Bank shall conduct, at least annually, a review of The Service Provider's financial and operational conditions. Additionally, the Bank may periodically commission an independent audit or expert assessment on the security, control, and privacy environment of The Service Provider. Such assessments and reports may be performed and prepared by the Bank's internal or external auditors, or agents appointed by the Bank.

Monitoring and Assessment

Compliance with Information Security best practices shall be continuously monitored and assessed through periodic Information Security audits performed by or on behalf of the Bank, and by the Reserve Bank of India (RBI). The Bank shall have discretion over the frequency of these audits, which will be determined based on the nature and requirements of the services provided. These audits may include, but are not limited to, a review of:

- a. Access and Authorization Procedures
- b. Physical Security Controls
- c. Backup and Recovery Procedures
- d. Network Security Controls
- e. Program Change Controls

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Service Provider's facilities, installations, technical resources, operations, documentation, records, databases, and personnel.

The Service Provider shall provide the Bank with access to various monitoring and performance measurement systems (both manual and automated) used in the course of the services. The Bank shall have the right to audit these systems and processes with prior approval or notice to the Service Provider. This includes conducting audits of the Service Provider's monitoring and performance measurement systems to ensure compliance with applicable regulations and security standards.

In addition, the Bank shall conduct regular monitoring and assessment of the Service Provider's performance and risk management practices throughout the contract term. This continuous monitoring and assessment will ensure that the Bank can holistically manage and evaluate the ongoing risks associated with the services, detect any emerging risks, and ensure that all necessary corrective actions can be promptly taken to address any issues identified during the assessments.

Regular assessments will include evaluations of the Service Provider's operational performance, risk management processes, adherence to security and regulatory requirements, and overall service delivery. The Bank shall work with the Service Provider to address any gaps or non-compliance identified in the assessments, ensuring that corrective measures are immediately implemented.

ESCROW ARRANGEMENTS

The Service Provider shall either provide the source code along with the necessary documentation or ensure that the source code is securely placed under an escrow arrangement, as agreed upon by the parties through Escrow Agreement. In addition to other terms and conditions, the Escrow Agreement shall include the following provisions:

1. In the event of a predefined release condition the source code will be made available to the Bank in a timely manner. In case of any dispute, the Service Provider shall ensure continuity of services and maintenance of Software through alternate arrangement until the final resolution of dispute.
2. When the OEM deposits the source code under escrow arrangement, then the testing and validation (Technical Verification) of content / its updates and its genuineness, shall done or arranged to be done by the Escrow Agent as per the terms and conditions settled among the relevant parties at least once in a year and a certificate to that effect shall be provided to the Bank. The Service Provider shall bear the cost of technical verification.
3. The Service Provider shall bear all costs related to setting up and maintaining the escrow arrangement, including any charges incurred for the services of the escrow agent. The Bank shall not be responsible for any costs related to the escrow setup or the escrow agent's services.
4. The "Release Condition" shall be deemed to have occurred in the event of any of the following:
 - (a) Adjudication of bankruptcy or insolvency of Owner by a competent court.
 - (b) Owner's discontinuance of the line of business of supporting the Licensed Material (other than due to Beneficiary's failure to pay the maintenance fees and License fees and other applicable customization fees pursuant to the License Agreement or for breach by Beneficiary).
 - (c) Any other condition in which the Owner refuses to or is not in a condition to provide the services.

ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations whether written or oral, between the parties respecting the subject matter hereof.

DATA LOCALIZATION

The service provider shall ensure that all data, as applicable to the concerned bank, is stored exclusively within India, in full compliance with the extant regulatory

requirements set forth by the relevant authorities. The service provider shall not store or process any data outside of India without prior written consent from the bank and approval from regulatory bodies.

REPORTING OF MATERIAL ADVERSE EVENTS AND INCIDENT MANAGEMENT

The service provider shall promptly report any material adverse events, including but not limited to data breaches, denial of service attacks, service unavailability, security vulnerabilities, unauthorized access, system failures, or any other incidents that may impact the bank's operations or data integrity. Such incidents shall be reported to the bank immediately upon identification, enabling the bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines. The service provider shall provide all relevant details and updates regarding the incident, including the nature, scope, impact, and corrective actions taken, in accordance with the bank's incident reporting procedures.

BACK-TO-BACK ARRANGEMENTS WITH OEM

The Service Provider shall ensure that suitable back-to-back agreements or arrangements are in place with Original Equipment Manufacturers (OEMs) to guarantee the provision of required products, services, and support. These arrangements must align with the terms and service levels defined in this Agreement, ensuring that the Service Provider can meet its obligations to the Customer and address any issues related to the OEM products or services in a timely and efficient manner. The Service Provider is responsible for ensuring that the OEM's support and performance meet the agreed-upon standards, and for providing any necessary escalations or resolutions in the event of failure by the OEM to meet such standards.

ESSENTIAL PERSONAL AND BACKUP ARRANGEMENTS

The Service Provider shall designate and maintain a pool of skilled resources who will be considered "essential personnel" for the delivery of core services under this Agreement. These personnel will be responsible for ensuring the continuity of critical functions, particularly during exigent circumstances such as emergencies, natural disasters, or pandemics. In the event of such situations, the Service Provider shall implement necessary backup arrangements to ensure that a limited but sufficient number of essential personnel are available to work on-site to support critical operations. The Service Provider shall make reasonable efforts to ensure the safety and well-being of these personnel while maintaining the uninterrupted delivery of critical services. The Service

Provider shall notify the Customer promptly of any significant changes to the availability or capacity of essential personnel, as well as any potential impact on service delivery.

OBLIGATION TO COOPERATE WITH RELEVANT AUTHORITIES IN CASE OF INSOLVENCY/RESOLUTION

- i. In the event that Bank becomes subject to insolvency proceedings, financial restructuring, or resolution by relevant authorities (including, but not limited to, governmental bodies, regulatory agencies, or liquidators), the Service Provider shall cooperate fully with such authorities, in accordance with applicable laws and regulations.
- ii. The Service Provider agrees to provide all necessary information, documentation, and assistance as requested by the relevant authorities, including but not limited to access to data, records, systems, and personnel, to ensure a smooth transition or orderly resolution process.
- iii. In the event of insolvency or resolution of the Bank, the Service Provider shall continue to perform its obligations under this Agreement unless otherwise directed by the relevant authorities or instructed by Bank.
- iv. The Service Provider shall notify the Bank promptly upon learning of any insolvency, liquidation, or resolution proceedings involving the Bank, and shall comply with any directions provided by the relevant authorities.

BUSINESS CONTINUITY AND DISASTER RECOVERY

Business Continuity Plan (BCP)

The Service Provider shall have a documented Business Continuity Plan in place, which outlines the strategies for maintaining service availability in the event of an unexpected incident. The BCP should include, but is not limited to:

- i. Detailed procedures for mitigating and recovering from various business disruptions.
- ii. Identification of key personnel, roles, and responsibilities in a crisis.
- iii. Communication plans to inform both the Service Provider and Customer of significant disruptions and progress towards recovery.

Disaster Recovery Plan (DRP)

The Service Provider shall maintain a Disaster Recovery Plan to restore critical services and infrastructure in the event of a disaster, including:

- i. Specific recovery objectives, such as Recovery Time Objective (RTO) and Recovery Point Objective (RPO), to be met for each service.
- ii. Procedures for data backup, storage, and retrieval.

- iii. Clear steps to restore services to full functionality, including resource allocation and escalation procedures.

TERMINATION

Central Bank of India reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 90 (ninety) days' prior written notice and recovering any damages, costs, and expenses incurred by the Bank under the following circumstances:

Grounds of Termination

- i. **Breach of Terms:** If the Service Provider commits a breach of any of the terms and conditions of the Request for Proposal (RFP) or the Service Level Agreement (SLA) to be executed between the Bank and the Service Provider.
- ii. **Insolvency:** If the Service Provider goes into liquidation, voluntarily or otherwise.
- iii. **Violation of Laws:** If the Service Provider violates any laws, rules, regulations, byelaws, guidelines, or notifications.
- iv. **Legal Attachment:** If an attachment is levied or continues to be levied for a period of seven days on the effects of the bid.
- v. **Failure to Meet Timelines:** If the Service Provider fails to complete the assignment as per the timelines prescribed in the Work Order/SLA, including any extensions granted.
- vi. **Excess Liquidated Damages:** If the deductions due to liquidated damages exceed 10% of the total work order.
- vii. **Failure to Deliver Resources:** If the Service Provider fails to deliver the required resources as stipulated in the delivery schedule, the Bank reserves the right to procure similar resources from alternative sources at the risk, cost, and responsibility of the Service Provider.
- viii. **Non-Performance:** If after the award of the contract, the Service Provider fails to perform satisfactorily or causes delays, the Bank reserves the right to have the remaining contract executed by another party of its choice. The Service Provider must cover any additional expenditure incurred by the Bank in this regard.
- ix. **Outstanding Dues:** The Bank reserves the right to recover any dues payable by the Service Provider from any amount outstanding, including pending bills and/or invoking the Performance Bank Guarantee under this contract.

Types of Termination

- i. **Termination for Insolvency:** The Bank may terminate the contract if the Service Provider becomes bankrupt or insolvent, with termination being without compensation to the Service Provider. However, this does not affect any accrued rights or remedies of the Bank.

- ii. **Termination for Default:** The Bank may terminate the contract in whole or in part, by providing written notice in case of a default by the Service Provider.
- iii. **Termination for Convenience:** The Bank may terminate the contract at its convenience, in whole or in part, with written notice.

Effect of Termination

- i. **Transition and Business Continuity:** Upon termination, the Bank is entitled to impose necessary obligations and conditions to ensure smooth transition and business continuity of the services. The Service Provider must take all steps to minimize loss caused by termination and allow the next successor SP to take over the obligations.
- ii. **Post-Termination Assistance:** If the contract expires or is not extended, the Service Provider must assist the successor or the Bank's representative with the transition. This may include providing training or any other necessary support even beyond the contract's termination period.

Consequence of Termination:

1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
2. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the selected bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
3. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.

4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Right to Transfer IT Outsourcing Arrangements

In the event of termination, the Bank reserves the right to orderly transfer the proposed IT outsourcing arrangement to another service provider, if necessary or desirable, to ensure minimal disruption of services. This transfer shall be managed in an efficient manner, with the Service Provider cooperating fully with the Bank to facilitate this process, including transferring knowledge, data, and providing assistance as required.

The termination shall not affect any accrued rights or liabilities of either party and will not affect the provisions that are intended to continue after termination.

REMOTE ACCESS

Remote access of any kind will not be allowed outside the Bank's network.

WAIVER

No waiver of any provision of this Agreement or any of the rights or obligations hereunder shall be effective unless in writing and executed by both parties. A waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right of that party thereafter to enforce the same. Any waiver, consent, or approval under this Agreement shall be effective only if it is in writing and signed by the party giving such waiver, consent, or approval.

ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

COSTS & CURRENCY

Bidding cost should include entire cost of Supply, Commissioning, Installation, Testing/certification, Integration, Configuration and Maintenance software/database/Hardware/Network equipment/ licenses / other allied components etc. and all interfaces with Bank's CBS, Switch, TSP, INB, Mobile Banking, IMPS, PFMS, PFRDA, BC etc. and installation and implementation cost.

The offer must be made in Indian Rupees only and price quoted must include the following cost components.

1. Cost of the RFP for **End-to-End Financial Inclusion Gateway Solution on Turnkey basis for Central Bank of India** along with the relevant equipment, Softwares, Installation and commissioning charges, if any,
2. One-year comprehensive on-site warranty, ATS / AMC charges for the **End to End Financial Inclusion Solution on Turnkey basis For "Central Bank of India" and ATS should be at-least 15 % and AMC should be at-least 10 % cost of that particular line item.** This period will start from the date of acceptance of the installations by Central Bank of India.
3. Transportation and Forwarding charges to the installation site (inside DC & DRC).
4. In addition to transit insurance normal electronic equipment insurance should be available up to installation/acceptance. A copy of the transit insurance should be submitted before shipment of goods.

TCO will be including all the taxes, levies and excluding GST. GST will be paid at actuals.

SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a corporate body, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

CONFLICT OF INTEREST

The selected bidder shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as they become aware of that conflict.

OWNERSHIP AND RETENTION OF DOCUMENTS

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the selected bidder shall deliver to BANK all documents provided by or originating from BANK and all documents produced by or from or for the selected bidder in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK store, copy, distribute or retain any such Documents.

LIABILITIES OF BANK

This RFP is not an offer by the Bank, but an invitation for Vendor's unconditional responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Vendor(s).

PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has

every right to award the contract even if only two bids are eligible after technical evaluation. Bank may at its discretion may not consider Server/OS/Database etc. cost provided by bidder without informing bidder.

BIDDER INDICATION OF AUTHORIZATION TO BID

Responses submitted by a Vendor to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Vendor's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Vendor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

RFP OWNERSHIP

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the Bank. Violation of this would be a breach of trust and may inter alia, cause the Vendor to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Vendor proposal, or upon request. In case the Vendor is not interested in responding to the RFP, the RFP documents and any appendices (which are collected directly from Bank, other than through website) must be returned to the Bank immediately.

PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the Vendor shall become the property of Central Bank of India.

BID PRICING INFORMATION

By submitting a signed bid, the Vendor certifies that:

“The Vendor has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Vendor to induce any other bidder to submit or not to submit a bid for restricting competition has occurred”

BIDDER STATUS

Each bidder must indicate whether they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

BID SECURITY

The bidder is required to submit an interest free deposit towards bid security amount (EMD) by way of a Demand Draft / Banker's Cheque/ Unconditional Bank guarantee issued by a Scheduled Commercial bank, in favor of "CENTRAL BANK OF INDIA" payable at Mumbai as a part of the proposal.

The said bid security amount (EMD) will be forfeited, if the bidder/s withdraws his proposal during the period of the proposal validity; or if the vendor, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful vendor(s) will be returned after completion of tendering process. However the EMD of successful vendor will be returned after submission of Performance Bank Guarantee (PBG) as mentioned as per Annexure-VII.

DISCLAIMER

The Bank and/or its officers, employees, directors, advisers disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

OTHER GENERAL CONDITIONS:

- i. All responses received after the due date/time would be considered late and would not be accepted.
- ii. All responses by the vendors to this RFP document shall be binding on such vendors for a period of 120 days after the submission of the bids.
- iii. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the bank.

- iv. Bank reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- v. Any technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids
- vi. Each offer should specify only a single solution which is cost- effective and meet the tender specifications and should not include any alternatives.
- vii. The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- viii. The vendor shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- ix. To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- x. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the vendor shall act expeditiously to extinguish such claims. If the vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the vendor of such claims, if it is made, without delay by fax/e-mail/registered post.
- xi. During the process if only one vendor qualify, Bank will have every right to go ahead with single bidder and complete the implementation process.
- xii. The bidder should also take adequate care to avoid quoting hardware / software that will become end of sale within 24 months of supply to the bank and end of support / end of life during the period of contract.

INFORMATION TECHNOLOGY ACT,2000

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

- The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

AADHAAR ACT 2016

The Successful bidder must comply to Aadhaar Act 2016, UIDAI Circulars /Guidelines and the subsequent amendments.

LIQUIDATED DAMAGES

The performance of the vendor shall be judged on the time taken for the implementation of the project and completion of all the functionalities. If the vendor fails to deliver or comply with Bank's requirement within stipulated time schedule from the date of acceptance of Purchase Order, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, or even may recover money from the Bank Guarantee submitted.

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay or part thereof in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week or part thereof basis.

The liquidation damages represent also an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, warranty, maintenance etc.) by the Bidder. Installation will be treated as incomplete in one/all the following situations:

1. Non-delivery of any component or other services mentioned in the order non-delivery of supporting documentation Delivery/Availability, but no installation of the components and/or software No Integration.
2. System operational but unsatisfactory to the Bank.
3. If the Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the complete contract amount until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit
4. The Bank shall invoke the performance guarantee in case the Bidder fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to

Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

ACCEPTANCE OF ORDER

Bank has right to cancel the order if the same is not accepted by the bidder within a period of 7 days from the date of receipt purchase order, otherwise it will be considered as accepted. However, Bank has the right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order and bank may issue a purchase order to subsequent Bidder

TAXES

The prices to be quoted in Indian Rupees only along with inclusive of GST only. The Bidder will be entirely responsible for all applicable taxes, charges, license fees, road permits, Applicable taxes, NMMC cess etc. in connection with delivery of products at site including incidental services and commissioning/installation.

Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder shall include all such taxes in the contract price.

The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

If the Government brings in any changes to the tax structure resulting in reduction of the cost, the benefit arising out of such reduction or changes or abolition shall be passed on to the Bank. The price should be mentioned in terms of the amount payable by Bank as per the pricing structure for all the services indicating the break-up of each item as per bill of materials. However, any item not mentioned in the bill of material but necessary to complete the project will be the sole responsibility of the bidder and will be deemed to have been included in the price. Prices, which are not quoted as above, can be rejected. The Bank reserves its right to reject any bid submitted with an adjustable price quotation.

Goods and Services Taxes (GST) and its Compliance

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

(b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

(c) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

(d) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

(e) Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

The Price finalized shall remain valid for (Contract Period) from the date of such finalization with the option to Bank to review the prices every quarter for downward revision of price due to reduction of government levies, duties etc. Bank may extend the contract period as per mutually agreed terms and conditions and bidder should support for migration/handover activity if contract is awarded to some other vendor after/within contract period.

CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder/tendered.

The Hardware / OS required for installation of Bidder's proposed software and database shall be provided by the Bidder. Bidder shall provide the Server/OS/Database/Hardware

item wise cost details separately. However, Bank may consider Server/OS/Database/Hardware cost separately as per the Bank requirement as part of TCO or may not consider the same without informing to the vendor.

FIXED PRICE

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. GST will be paid on actuals.

The Price finalized shall remain valid for 7 years (Contract Period) from the date of such finalization with the option to Bank to review the prices every quarter for downward revision of price due to reduction of government levies, duties etc. Bank may extend the contract period as per mutually agreed terms and conditions and bidder should support for migration/handover activity if contract is awarded to some other vendor after/within contract period.

RIGHT TO ALTER QUANTITIES

Central Bank of India reserves the right to alter the proposed quantities for implementing the FI Gateway End to End solution specified in the tender. Central Bank of India also reserves the right to delete one or more items from the list of items specified in tender. Bank may at its discretion may consider or may not consider Server/OS/Database/Hardware etc. cost details provided separately by the Bidder in TCO without informing Bidder.

QUALITY STANDARDS

Bank is looking for well-proven branded products should be in conformity with industry standards.

ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the solution offered. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

At the discretion of Central Bank of India, acceptance test will be conducted by the bidder at the site in the presence of the officials of Central Bank of India and/or its nominated consultants. The tests will check for trouble-free operation of the complete Solution for ten consecutive days. There shall not be any additional charges payable by Central Bank of India for carrying out this acceptance test. Central Bank of India will take over the system on successful completion of the above acceptance test.

- **Software Licenses & Manuals**

The bidder should provide the required licenses for the software supplied and deployed for the solution and the related manuals.

SECURITY CONFIGURATION, INSPECTION, AUDIT, MONITORING & VISITATIONS

Security Configuration

The baseline security configuration of devices and software to be done by the Bidder, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of:

access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Bidder.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

Right to Inspect, Examine and Audit:

All OEM/Bidder records with respect to any matters / issues covered under the scope of this project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be

permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

Bank shall undertake a periodic review of Bidder outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the Bidder outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the Bidder. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

b) Provide the Bank with right to conduct audits on the Bidder whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the Bidder in conjunction with the services performed for the bank.

c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the Bidder within a reasonable time. This includes information maintained in paper and electronic formats.

d) Recognized the right of the reserve bank to cause an inspection to be made of a Bidder of the bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the Bidder. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the Bidder. Such assessment and reports on the Bidder may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

e) Bidder shall have to comply the Audit finding without any additional cost to the bank. In order to fulfill of the Audit compliance, Bank will communicate finding of the Auditor without delay to avoid any mischievous situation.

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

Visitations

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

CANCELLATION OF TENDER PROCESS

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

PERIOD OF VALIDITY OF BID

Bids shall remain valid for 120 (One Hundred twenty) days after the date of bid opening prescribed by the BANK. The BANK holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, the BANK may solicit the Bidder's consent to an extension of the validity period not more than 30 days. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding

to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

PRELIMINARY SCRUTINY

BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder. The selected bidder shall preserve all documents provided by or originating from BANK and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of BANK in this regard.

INTEGRITY PACT

Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure XII with duly stamped of Rs 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. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in whose names and email IDs are as follows:

Mr. Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]

Mr. Anant Kumar [Mail ID: anant_in@yahoo.com]

1. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
2. The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
3. Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

OWNERSHIP AND GRANT OF LICENSES, PATENT RIGHTS / INTELLECTUAL PROPERTY RIGHTS

a) Ownership and grant of licenses

1. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the Bank for all the equipment including Software to be provided as a part of the Project. The equipment including Software can be used at any of the Branches without restriction, but subject to the term and conditions of this Agreement and the Equipment/Software shall be assignable/transferable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:
 - a) Such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law.
 - b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.
 - c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the Bank (Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.
2. Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.
3. Notwithstanding the above, it is hereby agreed that any use of the Hardware/Software under this RFP/Agreement, by the Bidder of the Bank would be considered as the permitted use under this RFP/Agreement. However, such Bidder will not possess any licensing or sub licensing rights of the Hardware/Software and shall only have the right of permitted and limited use of the Hardware/Software to provide services to Bank.
4. The license granted in terms of above mentioned shall specifically include right:

To Use:

- a) To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost
- b) To use the Program Documentation for purposes of installing or operating the programs and supporting the use of the Software by the Bank;
- c) To use the technical Training Materials for purposes of supporting user

To Copy:

- d) To copy the Software that operates on server systems to support the users of the Bank
- e) To make additional copies of the Program Material for archival, emergency back-up
- f) Testing, or disaster recovery purposes; and
- g) To copy the Program Documentation to support its users

To work as interface:

- h) To work with other application software packages at the Bank as interface.
- i) To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional license charge or fees or expenses.

Delivery:

- j) The Bidder at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.

5. The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Bidder or its Licensors and be the sole and exclusive property of the Bidder or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Bidder from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Bidder generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

6. Patent Rights / Intellectual Property Rights

- a. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.
- b. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the products or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank :
 - i. obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
 - ii. modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
 - iii. replace the equipment with a compatible, functionally equivalent and non-infringing product; or
 - iv. refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder will have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing, (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof
- c. The Service Provider further acknowledges that separate agreements may be required with third-party suppliers or OEMs (Original Equipment Manufacturers), either for statutory, licensing, or proprietary reasons, in addition to the Service Provider's obligations for performance under this contract. These agreements, where applicable, will not affect the Service Provider's obligations for providing a complete solution.
- d. The Service Provider remains responsible for all third-party software and services provided within the scope of the complete solution, including management of any required licenses, rights, and permissions. The Bank's rights to the solution shall remain unaffected by any third-party issues, and the Service Provider will ensure

- continuity of service and compliance with all intellectual property rights as required under the agreement.
- e. During the term of the project, and if applicable, during the Reverse Transition Period, the Bank grants the Service Provider the right to use the software, applications, and other licensed solutions, without additional cost, exclusively for the purpose of delivering the services specified in the agreement. This usage right shall cover all necessary components of the solution, including hardware, software, applications, and FM services.
7. Notwithstanding the provisions of Clause (b) under this article, the Bidder is the prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. The Bidder acknowledges that should the Software provided by the Bidder be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Bidder shall completely be responsible for any infringement actions brought against the Bank even if the Bank would have used the deliverables before the infringement was noticed, legally each such use constituting infringement and the Bidder shall be in breach of the Bidder's warranty and obligation under this Agreement.

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals . The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

VIOLATION OF TERMS

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. 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.

DISPUTE RESOLUTION MECHANISM

1. The Bank and the supplier /Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Bank project director and Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 including Amendment 2018 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
5. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five

days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, Bidder will be expected to continue the support services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

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

COMPLIANCE WITH LAWS

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

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise from any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

All necessary compliances relating to the transaction such as disclosure in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier/ Bidder and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages up to 10% of the value of goods of supplier. This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

Indemnity would be limited to court awarded damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

Bidder to comply with the Digital Personal Data Protection (DPDP) Act.

ASSIGNMENT

The Bank may assign the hardware and related software provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option, upon the occurrence of any of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) Termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than those provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

SENSITIVE INFORMATION

System should have standard input, communication, processing and output validations and controls. System hardening should be done by vendor. Access controls at DB, OS, and Application levels should be ensured.

Vendor should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank systems the Bidder may 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.

ENTIRE AGREEMENT; AMENDMENTS

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

SUPPLIER'S INTEGRITY AND OBLIGATION

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

Supplier's obligations

- i. The Supplier is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities
- ii. The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of

- life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated
- iii. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors
 - iv. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank
 - v. The supplier shall ensure that the software and hardware relevant for the Services contemplated under this Agreement, is properly maintained and operated at all times, without hampering the services with proper standby.
 - vi. Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the location for rendering the Services in terms of this Agreement
 - vii. Be responsible for appropriate maintenance of equipment procured under this RFP
 - viii. The Bidder shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated
 - ix. The Bidder should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
 - x. The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank
 - xi. The Bidder shall disclose security breaches if any to the Bank, without any delay
 - xii. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.
 - xiii. Bidder must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code
 - xiv. Bidder should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation
 - xv. Bidder shall submit Integrity Pact, Non-disclosure Agreement and Performance Bank Guarantee as per satisfaction of the Bank
 - xvi. The Bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation
 - xvii. The Bidder should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Project. So that continuity is maintained for the equipment procured under this RFP in the event

- of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Bidder
- xviii. The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture, support and services shall be continue till the currency of the contract
 - xix. The Bank reserves its right to blacklist to Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement
 - xx. The Bidder should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK
 - xxi. The Bidder should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.
 - xxii. The service provide should integrate Network Devices procured under this RFP with the core banking solution of the Bank if required by the bank without any additional cost.

NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

AUTHORIZED SIGNATORY

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

SUSTAINABLE SOURCING CLAUSE

The Bidder shall adhere to sustainable sourcing practices including but not limited to the use of environmental friendly material, ethical labour practices and compliance with relevant local and international regulations. The Bidder shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.

INFORMATION SECURITY

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

Section-4

Annexures

Annexure – I (TECHNICAL OFFER)

(Tender offer forwarding letter / Bidder's letter addressing to Bank)

Tender Reference No.: GEM/2025/B/6804900

Date:

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Dear Sir/Madam,

Sub: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **End-to-End Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”**. as mentioned in the RFP document forming Technical as well as Commercial Bids being part of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence implementation of Financial Inclusion Gateway Solution Banking Solution and as per your purchase orders.

In the event of our selection by the Bank for undertaking Banking Solution, we will submit a Performance Bank Guarantee for a sum equivalent to 5% of the project cost for the entire contract period effective from the month of execution of Service Level Agreement in favor of the BANK.

We agree to abide by the terms and conditions of this tender offer till 120 days from the date of opening of the bid and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 120 days.

Until a formal contract is executed, this tender offer, together with the Bank’s written acceptance thereof and Bank’s notification of award, shall constitute a binding contract between us. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand Draft:

- By means of Account Payee Demand Draft /RTGS/NEFT / Bank Guarantee No xxxxxx dated xxxxxx for Rs.90,00,000/- (Rupees Ninety lakhs only) as EMD .

Dated this _____ day of _____ 2025

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of

Annexure-II (QUERY FORMAT)

Queries on the Terms & Conditions, Services and Facilities provided:

[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 points as stated in the tender Document	Comment / Deviation	Suggestion
1					
2					
3					
4					
5					
6					
7					
8					
9					

Dated:

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

Annexure-III BID SECURITY UNDERTAKING FORM

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)

Whereas _____ having its registered office at _____ (hereinafter called “the Bidder”) has to submit its bid dated _____ for the End to End Financial Inclusion Gateway Solution on Turnkey basis For “Central Bank of India”, as specified in Schedule of requirement against Tender Reference NO. _____ (hereinafter called “the Tender”)

KNOW ALL MEN by these presents that we _____ having our Corporate Office at _____ (hereinafter called “the Bank”) are bound to Central Bank of India, (hereinafter called “The Purchaser”) in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

- If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
- If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
 - Fails or refuse to execute the Contract or the Agreement/Forms as required OR
 - Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, _____ under take to pay to the Purchaser up to an amount of Rs. _____ (Rupees _____ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained herein above:

- Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- This Bank Guarantee shall be valid up to _____
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____. After which the bank shall be discharged from its liabilities.

Date this _____ day of _____ 2025 at _____

For and on behalf of _____ Bank sd/- _____

Annexure-IV COMMERCIAL BID (PRICE SCHEDULE)

In this section the commercial Bid format is shown on which the commercial evaluation of the Bidder shall be done to decide the L1 Bidder. This format is to be used by the Bidder to submit the Commercial Bid, where the Bidder shall fill exact values / amount in place of 'X'. The Bidder is required to submit a Masked commercial Bid using the same format with technical details of each line item along with the technical Bid, without any commercial details.

Part-A:

Cost of Hardware for Primary Site (DC) & DR Site for Central Bank of India. The DC and DR setup should be identical. The cost quoted should be inclusive of Hardware delivery, installation and transportation inside the Bank's DC and DR Site. All necessary items such as racks, cables etc. necessary for installation and making it live need to be arranged by the Bidder with no cost to Bank. If the Bidder is proposing virtual Servers, then he/she has to carefully choose the hardware to have sufficient number of Ports for ensuring segregation and connection with different network segments in compliance to the security concerns of Bank.

Recurring costs (Hardware- AMC for 6 years)- Central bank of India. The Bidder should quote minimum 10% (Per Annum) of the hardware cost quoted as per the industry standards under the per year AMC cost. The AMC quoted shall be onsite and comprehensive, as Bank shall not bear any cost of replacement or repair during the contract period.

All Cost in ₹

Hardware Cost (1 Year Warranty)								AMC Cost on Hardware (2nd year to 7th year)- Onsite & Comprehensive				
(All details to be filled up in Software BOM attached as Annexure)												
SL No.	Details of the Hardware	Location	Quantity	Unit Cost (exclusive of taxes)	Hardware Cost	Total Tax Amount on Hardware cost	Total Hardware cost	AMC % (Min 10%) of H/w Cost	AMC @ F1% per year of Hardware cost	AMC cost for 6 years	Total tax amount on AMC for 6 years	Total AMC Cost
			A	B	C = A * B	D	E = C + D	F1	F = C * F1%	G=F*6	H	I = G + H
1	Web Server	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
		UAT Server	X	X	X	X	X	X%	X	X	X	X
2	Application Server	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
		UAT Server	X	X	X	X	X	X%	X	X	X	X
3	Database Server	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
		UAT Server	X	X	X	X	X	X%	X	X	X	X
4	Backup server	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
5	Storage	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
6	Tape Library	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
7	Load Balancer	DC	X	X	X	X	X	X%	X	X	X	X
		DR	X	X	X	X	X	X%	X	X	X	X
8	Any Other (Please specify each item)		X	X	X	X	X	X%	X	X	X	X
Total Cost Hardware Cost (Including GST) (i) (sum of Column E)							X	Total Cost of Hardware AMC (Including GST) (ii) (Sum of Column I)				X

Note:

- i. Bidder to attach separate sheet with Hardware specifications and quantity with the technical Bid having DC, DR, UAT etc. setup details.
- ii. Quantity should be quoted for Primary Site & DR Site for Central Bank of India.
- iii. For Storage detail / configuration, refer Annexure V where transaction volumes have been specified.
- iv. All the Hardware should be new (no refurbished hardware is allowed) and supported by the OEM along with MAF.
- v. UAT setup shall be at DC only and accordingly requisite software/hardware/HSM etc., should be factored.
- vi. Bank is already having HSM for the existing project shall be provided for implementation of this project. Accordingly, no price to be quoted for HSM.
- vii. Bidder has to integrate with CBS system of Central Bank of India (Bancs24).
- viii. If bank provides above items, cost of the respective items will be deducted, and those items will be excluded from TCO. Bidder may take careful note of the above.
- ix. Console should be provided to access any server.
- x. Back-to-back OEM support for hardware/software/Database/OS/licenses for the period of contract.
- xi. Server/hardware should be HBA RAID etc. (specification)
- xii. RACK, cabling and other requisite infrastructure should be provided by bidder at DC and DR for entire contract period.
- xiii. Utilization of Hardware/Device/storage/Tape Backup etc. should not be more than 70% at any given point of time

Part-B:

Cost of Software Licenses for the entire duration of the contract for Primary Site (DC) & DR Site for Central Bank of India. The Software licenses should be supported versions and cost to be quoted with support till the contract period. Further the cost quoted should be inclusive of any installation charges and engineer site visit charges etc. required to make the setup live.

Software ATS cost for 6 years (wherever applicable) for the software items supplied. The vendor will have to provide all support related to the software during normal operations and Drills, Audit observation closure and regular patching.

Software Cost with One Time Installation and Service Cost (Central Bank of India)

All Cost in ₹

Details of the Software / Licenses (1 Year warranty)							ATS Cost on Software (2nd year to 7th year)				
(All details to be filled up in Software BOM attached as Annexure)											
SL No.	Software Licenses	Quantity	Unit Cost (exclusive of taxes)	Cost of Software /Item	Total Tax on Software	Total Cost of Software	ATS % (S1) (Min 15 % of S/w Cost)	ATS (min) @ 15% per year of Software cost	ATS cost for 6 years	Total tax amount on ATS for 6 years post warranty	Total ATS Cost
		J	K	L= J * K	M	N = L + M	O1	O = L*O1%	P = O * 6	Q	R = P + Q
1	Backup Software	X	X	X	X	X	X%	X	X	X	X
2	Operating System	X	X	X	X	X	X%	X	X	X	X
3	Web server	X	X	X	X	X	X%	X	X	X	X
4	Application server	X	X	X	X	X	X%	X	X	X	X
5	Database	X	X	X	X	X	X%	X	X	X	X
6.a	Financial Inclusion Gateway Server (FIGS); Including Web and Android App for BCs, Dashboard and MIS reporting, API Manager, etc	X	X	X	X	X	X%	X	X	X	X
6.b	Inspection and Reporting solution	X	X	X	X	X	X%	X	X	X	X
6.c	Performance Monitoring and Analysis Solution	X	X	X	X	X	X%	X	X	X	X
6.d	End to End automated User management and onboarding Solution	X	X	X	X	X	X%	X	X	X	X
6.e	End to End Monthly BC Commission Calculation and Payment Solution	X	X	X	X	X	X%	X	X	X	X
6.f	Early warning checks and alerts	X	X	X	X	X	X%	X	X	X	X
6.g	e-KYC Module	X	X	X	X	X	X%	X	X	X	X
7	Migration Cost	X	X	X	X	X	X%	NA	NA	NA	NA
8	Implementation Cost	X	X	X	X	X	X%	NA	NA	NA	NA
9	Escrow Agreement (including Annual Code verification Charges)	X	X	X	X	X	X%	X	X	X	X
9	Middleware cost (if required)	X	X	X	X	X	X%	X	X	X	X
10	Any other item such as SSL Certificate, Benchmarking charges etc.	X	X	X	X	X	X%	X	X	X	X
Total Cost of Software Including GST (iii)						XX		Total Cost of Software ATS Including GST (iv)			XX

Note:

1. Bidder to attach separate sheet with Software specifications and quantity with the technical Bid having DC, DR, UAT etc. setup details.
2. All functionalities / modules / applications/ interfaces / tools /APIs / SSL certificates (green band) etc. mentioned in SOW should be covered in point no 6 and any leftover item may be added in point no 10 with item wise cost mentioned against each item added with its ATS / renewal cost mentioned in the next section under cost of software ATS.
3. Bank is having ULA arrangement for Oracle. Accordingly, if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, Bank will give only the license, all other installation and support will have to be provided by the DBA of the Bidder. If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.
4. The solution should be configured in high availability mode with no single point of failure.
* All functionalities / modules / applications/ interfaces / tools /APIs / SSL certificates etc., mentioned in SOW should be covered.

Part C:

Customization Cost: In order to support the project Bank shall require customization to add new functionalities to keep pace with the Business needs. These Business requirements shall be paid as per the Man-Days arrived at using Functional Point Analysis (FPA) Method and negotiations. The Customization cost shall be arrived using the Man-Days finalized and the rate quoted.

All Cost in ₹

Sl No	Cost of customisation over the contract period	Number of Man-days	Cost per Man-days	Cost of customisation	Tax on Cost of customisation	Total Cost of customisation
		Y	Z	AA= Y*Z	BB	CC=AA+BB
1	Customization cost (per Man Day) #	1000	X	X	X	X
Total Cost of customisation (v)						X

Manpower for customization will be used as and when required. The man days quantity (#1000) is notional value and payment will be made as per actual utilization of the man days during the course of project.

(*) – The Customization charges are to be submitted for the seven years period for 1000-man days subject to Bank discretion

Part- D: On site Support and Facility Management (FM)

- i. The project shall be supported by L1 and L2 resources from the Bidder. Bank requires the support (Application, Database, Middleware, Website, Mobile App etc.) to be provided on all days as decided by bank (24*7*365). Further the Bidder shall provide 4 resources in general shift (10:00 AM to 6:00 PM) to provide helpdesk services to trouble shoot BC's / CBC's issues, provide Adhoc reports to Bank business department as and when needed etc. Bank at its own discretion may increase or decrease the manpower.

All Cost in ₹

Sr No	Facility Management Resources Details required to manage the setup (As decided by bank) 24*7*365	Support level	No of persons*	Per person per Month Rate							FM Cost	Tax on FM Cost	Total FM Cost
				Year-1 (T1)	Year-2 (T2)	Year-3 (T3)	Year-4 (T4)	Year-5 (T5)	Year-6 (T6)	Year-7 (T7)			
	On Site support cost		S								$U = S * (T1 + T2 + T3 + T4 + T5 + T6 + T7) * 12$	V	W = U + V
1	Application	L1	5	X	X	X	X	X	X	X	X	X	X
		L2	1	X	X	X	X	X	X	X	X	X	X
2	Infrastructure	L1	5	X	X	X	X	X	X	X	X	X	X
		L2	1	X	X	X	X	X	X	X	X	X	X
3	Helpdesk	L1	3	X	X	X	X	X	X	X	X	X	X
		L2	1	X	X	X	X	X	X	X	X	X	X
4	Any Other Resource	X	X	X	X	X	X	X	X	X	X	X	X
Total FM Cost (vi)												X	

***Qty mention above is indicative and it may increase or decrease as per bank discretion.**

Note: Rate should be quoted for seven-year support. The above-mentioned manpower is indicative only for TCO calculation. However, actual requirement may increase based on the requirement. Resources should be ready to work in 24x7 as per bank plan / environment.

Total Cost of ownership (TCO):

		All Cost in ₹
Sr.No	Item Description	Item Cost
1.	Total Cost Hardware Cost (i)	XXX
2.	Total Cost of Hardware AMC (ii)	XXX
3.	Total Cost of Software (iii)	XXX
4.	Total Cost of Software ATS (iv)	XXX
5.	Total Cost of customisation (v)	XXX
6.	Total FM Cost (vi)	XXX
	TCO in figures (₹)	XXX
	Total Cost of Ownership (in words)	

Note: Any other equipment / components required for successful implementation should be provided by the bidder. The cost (if any) of the same should be mentioned with details in the above commercial bid as part of TCO.

PRICE STATEMENT

Grand Total for Central Bank of India Offer requirement, for price comparison purpose:
Seven years Total Cost of Ownership (TCO) for **Supply, Commissioning, Installation, Testing / Certification, Configuration and Maintenance of end-to-end FIGS (FINANCIAL INCLUSION GATEWAY Solution) for Central Bank of India.**

Place.

AUTHORISED SIGNATORY

Date.

Name:

Designation:

Vendor's Corporate Name :

Address :

Email and Phone:

Notes:

1. If bank provides any of the above items, cost of the respective items will be deducted and those items will be excluded from TCO. "Bidder may take careful note of the above".
2. Bidder must submit the licensing model applicable for the solution along with the commercial bid.
3. TCO for seven years should include all costs required for supply, implementation and maintenance of FI Gateway End to End solution for the contract period.
4. Bank is having ULA arrangement for Oracle. Accordingly, if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, the license requirement should be clearly mentioned separately in the technical offer/document. However, Bank will provide only the license and the vendor is required to install, implement and maintain the same throughout the period.
5. If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.
6. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
7. The price quoted by the bidder shall be inclusive of GST /Octroi.
8. Further, Bidder shall confirm to abide by all the terms and conditions mentioned in the Request for Proposal document.
9. Bidders to strictly quote in the format and for periods as mentioned above.
10. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid
11. The price quoted by the bidder should be inclusive of the cost of customization for the features which are stated as Customization required by the bidder.
12. The Bidder should provide the cost of customization charged in terms of person days for the contract period (this is applicable for any customization which is outside the scope of work, technical specifications etc. defined in this RFP document).

13. The efforts being put in for customization should be justified by the vendor through the FPA (functional point analysis) method and approved by Bank's internal effort estimation committee.
14. While filling up the column "Item" above the bidder should specify each item with the configuration clearly and mention cost.
15. Total TCO is for 7 years, in case of extension by 3 years beyond the 7 years term by Bank on terms and conditions mutually agreed between Bank and Bidder.
16. The Hardware / OS required for installation of Bidder's proposed software and database shall be provided by the Bidder. Bidder shall provide the Server/OS/Database/Hardware item wise cost details separately. Make/Model/Configuration and Brand for all the items quoted should be enclosed
17. In case any equipment subsequently required (not factored in the bid) bidder should provide the same without any additional cost to the Bank.

Annexure-V TRANSACTION VOLUME

Expected transaction volumes projected			
Sr.No	Period	Central Bank of India	Remark
1	FY 26-27	*60.00 Crores	746 Crore transactions (Expected in 7 years)
2	FY 27-28	*75.00 Crores	
3	FY 28-29	90.00 Crores	
4	FY 29-30	105 Crores	
5	FY 30-31	120 Crores	
6	FY 31-32	138 Crores	
7	FY 32-33	158 Crores	
	Total	746 Crores	

* These are business transactions. Each transaction can have more than one credit/debit transactions, eKYC, Aadhaar seeding, mobile number seeding, social security schemes, etc. Transaction will increase 25 % (approx.) for 1st and subsequent 2nd year.

The Bidder is required to benchmark the proposed solution to be able to handle the expected transaction volumes and provide report to Bank before going live. The cost of Benchmarking and necessary certification to be borne by the Bidder.

Annexure-VI ORGANIZATIONAL PROFILE

Note: The bidder shall fill the table given below:

S.No.	Details	Page No. of Supporting Papers
1	Name & Address of the agency, Tel/ Fax/Email Details	
2	Date of Establishment of Company (enclose evidence) (Should be in existence for last two years)	
3	Total work experience (In years)	
4	Annual Turnover (enclose balance Sheet or CA's Certificate) 1) 2022-23 2) 2023-24 3) 2024-25 (Provisional / Audited)	
5	Is your agency a Proprietorship / Partnership or registered under the Companies Act. Please give details & enclose Certificate	
6	List of present clients (enclose details)	
7	Details of past experience: (enclose details)	
8	Details of Income Tax Registration: (Enclose PAN Details)	
9	Sales Tax number	
10	CST number	
11	GST Registration Details: (Enclose registration certificate)	
12	Nature of Company whether exclusive Company or Separate Division (enclose details)	
13	Whether direct manufacturer or System Integrator	
14	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
15	List of present clients (enclose details)	
16	Any other information	

This is to certify that I have read and understood the enclosed brief and other Terms & Conditions, and all the supporting documents have been enclosed, and the information given by me is true to the best of my knowledge.

Note: 1) Use separate sheet where required.

Signature of Bidder
(With Seal)

1) Attach DD for Earnest Money Deposit along with necessary documents.

Annexure-VII FORMAT FOR PERFORMANCE BANK GUARANTEE

TO,

General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)

In consideration of Central Bank of India having Registered Office at Chander Mukhi Building, Nariman Point, Mumbai 400021 (hereinafter referred to as “Purchaser”) having agreed to purchase of software, hardware & other components & services (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the complete **“Supply, Commissioning, Installation, Testing/Certification, Configuration, implementation & maintenance End to End Financial Inclusion Gateway Solution on Turnkey basis”**, as per the terms and conditions of the said contract, to be supplied by the bidder contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware, software and Application systems as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- -- any money or moneys not exceeding a total sum of ₹------(Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the **“Supply, Commissioning, Installation, Testing/Certification, Configuration, implementation & maintenance End to End Financial Inclusion Gateway Solution on Turnkey basis”** as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and

binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

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

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

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

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

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

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

10) Notwithstanding anything contained herein: -

i) Our liability under this Bank Guarantee shall not exceed ₹----- (Rupees-----only).

ii) This Bank Guarantee shall be valid up to -----;(date of expiry) and

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

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

Date this ----- day of ----- 2025 at -----

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

Sd/- -----

Annexure-VIII MANUFACTURER AUTHORIZATION FORM (MAF)

Manufacturer Authorization Form

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

To,

General Manager

Agriculture and Social Banking Department,

Financial Inclusion Cell, Central Office,

Central Bank of India, 2ND Floor,

Mumbai Main Office Building,

Fort, M G Road, Mumbai- 400023 (MS)

Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,,, and do hereby authorize M/s (who is the bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

The model(s) / product(s) proposed in this rate contract is covered under 7 Yrs (1 Yrs Wty + 6 Yrs AMC) onsite comprehensive support from the date of installation of product.

We hereby extend our guarantee and warranty during this 7-year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipment's and services.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s bidder in respect of the warranty and AMC terms defined in the RFP, (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory

Name:

designation

Phone No. Fax E-mail

Annexure-IX NON-DISCLOSURE AGREEMENT

[TO BE DULY STAMPED] NON-DISCLOSURE AGREEMENT

(Note: To be duly signed by a Key Managerial Personnel or a Person duly authorised under a board resolution passed by the Bidder.)

This **NON-DISCLOSURE AGREEMENT** (hereinafter referred as the "**Agreement**") is made at [.....] on this ___ day of _____, 20__ (hereinafter referred as "**Effective Date**")

BETWEEN

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

AND

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

Company and **Bank** are hereinafter individually referred to as party and collectively referred to as "the Parties."

WHEREAS

Both Parties hereto are in the process of mutual discussions and negotiations regarding a possible business opportunity pursuant to [*] ("Purpose");

AND WHEREAS, in the course of evaluating the Purpose, the Parties hereto shall disclose certain information to each other which the disclosing party considers to be confidential, proprietary, or non-public business information.

NOW, THEREFORE, the Parties have agreed to enter into this Agreement:

1. Definitions:

1.1 "Confidential Information" any all information which is marked as confidential in writing by the Disclosing Party at the time it is provided to, obtained or accessed by the Receiving Party in connection with the Purpose and arising out of this Agreement. If any information is provided in oral or non-written form, then such information shall be reduced in writing at the time of its disclosure or within three (3) days of such disclosure and shall be marked as 'Confidential' by the Disclosing Party or is by its nature manifestly confidential. Confidential Information excludes information referred to in clause 2 below.

1.2 "Disclosing Party" means Party disclosing Confidential Information under this Agreement.

1.3 "Receiving Party" means Party receiving Confidential Information from the Disclosing Party under this Agreement.

2. The term Confidential Information shall not include any information which:

- a) is in or comes into the public domain through no fault of the Receiving Party;
- b) becomes available to the Receiving Party from the third party lawfully without the breach of any confidentiality obligations by such third party;

- c) is known or developed by the Receiving Party independently of Disclosing Party's disclosure of the Confidential Information to the Receiving Party;
 - d) is disclosed with the written consent of Disclosing Party.
3. The obligations of confidentiality under this Agreement shall not apply to the extent Confidential Information is required to be disclosed by Receiving Party so as to comply with applicable law, regulatory body, or to a valid order of a court, administrative agency or governmental body having authority over the Receiving Party or where disclosure is made in connection with any claim by Receiving Party in connection with any judicial or other proceeding involving the Receiving Party and Disclosing Party relating to this Agreement or the Purpose, provided that the Receiving Party has notified Disclosing Party in writing as soon as reasonably, legally and practicable permissible upon receiving such order and the obligations of non-disclosure under this Agreement is waived off only to the limited extent that Disclosing Party has not been able to obtain waiver or restraining order from disclosure within the timeline by which the Receiving Party is required to comply with such an order.
4. **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.

5. **Term:** This Agreement shall be valid for a period of **84** months from the date of signing this Agreement ("Term"). Either Party may terminate this Agreement at any time by giving **90** days written notice to the other Party. Unless terminated sooner in accordance with the foregoing sentence, this Agreement shall terminate upon the earlier of:
- (i) expiry of the Term
 - (ii) on completion of the Purpose, or
 - (iii) on the signing of a definitive agreement between the Parties relating to the Purpose.
- The confidentiality obligations shall survive for a period of one (1) year from the date of expiry or termination of this Agreement.
6. **Ownership and Protection of Confidential Information and Intellectual Property:**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall maintain ownership and all intellectual property and proprietary rights over the Confidential Information. All Confidential Information disclosed under this Agreement remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any rights, title, or interest in or to any intellectual property rights, patents, copyrights, trademarks, or other proprietary rights of the Disclosing Party. 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.

7. **Remedies:** The Receiving Party recognizes that Confidential Information is valuable property of the Disclosing Party and in the event of breach of this Agreement monetary damages may not be a sufficient remedy. Therefore, without prejudice to other rights or remedies that Disclosing Party may have, it would be entitled to equitable relief, including by way of injunction, as a remedy for any breach or anticipated breach of this Agreement.
8. **Return of confidential information:** Upon written demand of the Disclosing Party, the Receiving Party shall:
 - v. Cease using the Confidential Information;
 - vi. Return the Confidential Information and all copies, abstract, extracts, samples, notes, or modules thereof to the Disclosing Party within seven [X] days after receipt of notice, and
 - vii. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
 - viii. Failure to comply with these obligations may result in legal action, including but not limited to claims for breach of contract and any associated damages. The Receiving Party's obligations under this agreement regarding the confidentiality of the Confidential Information shall survive the return or destruction of the Confidential Information.
9. This Agreement contains the entire understanding between the Parties with respect to non-disclosure of Confidential Information and supersedes all prior agreements and understanding with respect to this subject. This Agreement may be amended only by written agreement executed by both parties. This Agreement shall be binding on successors and permitted assigns of the parties.
10. **Notification:** Receiving Party shall notify Disclosing Party within [X] days/ hours of discovering any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

11. **Governing Law and Judication:** This Agreement shall be governed by and construed in accordance with the laws of India without giving effect to the choice of law principles thereof and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts in Mumbai, India.
12. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
13. In no event shall either Party, its affiliates, or related entities be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise).
14. **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 or its officers, employees, agents or consultants. etc.

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

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Annexure-X CONFORMITY LETTER

Conformity Letter

(Proforma of letter to be given by all the Vendors participating in the Tender on their official letterheads)

To

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Sir,

Sub: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900.

Further to our proposal dated XXXXXXXX, in response to the tender Document issued by Central Bank of India (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s corporate name

Annexure-XI COMPLIANCE CERTIFICATE

Compliance Certificate

To,

Date :

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Dear Sir,

Ref: GEM/2025/B/6804900

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the solution 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 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 / blacklisted by any regulatory / statutory authority in India. In case Bank later comes to know of it, the agreement shall stand terminated.
 - The bidder/OEM is not NPA in any of the banks.
 - Bidder has to submit undertaking in writing for assurance from application providers /OEMs that application is free from embedded malicious / fraudulent code.
7. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
8. We here by confirm to undertake the ownership of the subject RFP.

We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM); otherwise, the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signed

Seal & Signature of the bidder

Dated

Phone No.:

Fax:

Email

Annexure-XII - INTEGRITY PACT

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/she commits himself/herself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he/she 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 Annexure XXVII

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/she 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/she reports to the Managing Director and CEO, CENTRAL BANK OF INDIA.

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)

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

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:

Witness 2:

Name & Address

Name & Address

Annexure-XIII PROJECT IMPLEMENTATION TIMELINES

SI No	Activity	Timeline for completion of Activity.
1.	Delivery of hardware	6 th week
2.	UAT set-up ready	8 th week
3.	UAT Completion (Phase-1)	12 th week
4.	DC-DR Setup & Backup testing	14 th Week
5.	UAT Completion (Phase-2)	15 th week
6.	UAT Completion (Phase-3)	18 th week
7.	UAT Completion (Phase-4)	21 th Week
8.	Production rollout	24 th week

Annexure-XIV BILL OF MATERIAL

Bill of Material (BOM)

Hardware BOM													
Details of the Hardware	Location	Server Category (Physical / Virtual)	Role of server (FIGS /eKYC /Dashboard etc.	Application / Middleware / DB proposed to be installed in the server	Operating System	Configuration							
						Make	Model	Part No	CPU	RAM	STORAGE	No of PORTS (LAN /OFC)	Rack Space required
Web Server	DC												
	DR												
	UAT Server												
Application Server	DC												
	DR												
	UAT Server												
Database Server	DC												
	DR												
	UAT Server												
Backup server	DC												
	DR												
Storage	DC												
	DR												
Tape Library	DC												
	DR												
Load Balancer	DC												
	DR												
Any Other Item													

Note:
1. Depending on need Bidder to add rows for each hardware item.
2. Separate section has been provide for "any other Item" which is required for the implementation of the project.

Software Bill of Material (SBOM)

Software BOM						
SI No	License / Software	Software Name	Version Details	No. of License	OEM	Purpose
1	Backup Software					
2	Operating System					
3	Web server					
4	Application server					
5	Database					
6	End to End FI application solution as per SOW*					
6.a	Financial Inclusion Gateway Server (FIGS); Including Web and Android App for BCs, Dashboard and MIS reporting, API Manager, etc					
6.b	Inspection and Reporting solution					
6.c	Performance Monitoring and Analysis Solution					
6.d	End to End automated User management and onboarding process					
6.e	End to End Monthly BC Commission Calculation and Payment Solution					
6.f	Early warning checks and alerts					
6.g	e-KYC Module					
7	Migration #					
8	Middleware					
9	Any other item (if any)					
<p>Note:</p> <ol style="list-style-type: none"> All Software licenses should be Enterprise version* and perpetual in nature. All licenses should be issued in the name of the Bank. Separate section has been provided for "any other Item" which is required for the implementation of the project. Depending on need Bidder to add rows for each Software item. 						

*Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries and associates both domestic & international.

Migration cost will include implementation of the new solution, Training, Certification as well as migration and from the existing solution.

Annexure-XV TECHNICAL & FUNCTIONAL EVALUATION FORMAT

Technical Evaluation				
	Technical Evaluation	Maximum Marks	AVAILABLE	NOT AVAILABLE
1	Experience of Migrating other vendor FIGS solution	5		
	Number of FIGS Application Migrated			
	More than > 3 (5 Marks)	5		
	More than > 2 (3 Marks)	3		
	More than >= 1 (1 Marks)	1		
2	Advanced AI based fraud prevention system	5		
	Real-Time Fraud Detection Engine	2		
	Device Fingerprinting & Geo-Fencing	2		
	AI-Driven Pattern Recognition for Transactions	1		
3	Device control and Management System	5		
	Centralized Device Management Platform	2		
	Remote Device Provisioning and Configuration	1		
	Real-Time Monitoring & Alerting	1		
	Lost/Stolen Device Management	1		
4	Reporting and Dashboard Solution	5		
	Centralized Reporting Engine	1		
	Dynamic Dashboards (Real-Time & Drill-Down)	1		
	Operational Reports	1		
	Compliance & Audit Reports	1		
	Financial Reports	1		
5	Ticketing system and chat-bot	5		
	Ticket ID generation and real-time tracking	2		
	Categorization by type, priority, source, and geography	1		
	Chatbot-assisted self-resolution for common issues	2		
6	Implementation of DevSecOps in software development	5		

	Use shift-left security, reducing vulnerabilities before deployment and enabling rapid, secure releases	2		
	Use of automated CI/CD tools	2		
	DevSecOps architecture and workflow diagram	1		
7	Use of Modularization, Containerization, and Microservices	5		
	Independent development and testing of features (e.g., onboarding, authentication, transactions)	2		
	Plug-and-play integration of modules (e.g., Aadhaar KYC, fraud analytics, BC management)	1		
	Independent deployment and scaling of services	1		
	Container-level fault isolation	1		
8	API manager / API security	5		
	SSL termination (TLS 1.2 or higher)	2		
	API Authentication and Authorization	1		
	Monitoring, Auditing & Logging	1		
	Third-Party & Fintech Integration	1		
9	Use of AI/ML Reporting	5		
	Anomaly Detection Reports	2		
	Agent and Customer Behavior Insights	1		
	Regulatory and Risk-Based Reporting	2		
10	UI/UX of Website and Mobile Application: Responsive & Consistent Design across Mobile App and Web Browser	5		
	Responsive & Consistent Design	2		
	Multilingual & Accessible UI	1		
	Unified UI/UX across Web Portal and Android/iOS mobile App	2		
Total Marks for Technical Evaluation		50 Marks		

Functional Evaluation	Max Marks	Criteria	Marks Obtained
Functionality available in FIGS	5 Marks	More than 40 functionalities available : 5 Marks	
		30 to 39 functionalities available: 3 Marks	
		less than 30 functionalities available : 2 Marks	
Feature of MIS and Dasboard Reporting	5 Marks	Dashboard with minimum 20 MIS reports available: 5 marks	
		Dashboard with 10 to 19 MIS reports available: 3 Marks	
		Dashboard with less than 10 MIS reports available: 2 Marks	
Feature of Inspection and Reporting Solution	5 Marks	Inspection & reporting Solution with auto population of BC report available: 5 Marks	
		Inspection & reporting Solution without auto population of BC report available: 3 Marks	
Feature of performance monitoring and analysis solution	5 Marks	Performance monitoring and analysis solution with AI tools: 5 Marks	
		Performance monitoring and analysis solution without AI Tools: 2 Marks	
Feature of automated BC on-boarding process	5 Marks	End to End Automated BC Onboarding solution available and Implemented in 1 Bank: 5 Marks	
		End to End Automated BC Onboarding solution available in 1 Bank: 2 Marks	
Features of BC commission and payment solution	5 Marks	BC commission and payment solution implemented in 1 Bank: 5 Marks	
		BC commission and payment solution available : 2 Marks	
Feature of early warning checks and alerts	5 Marks	early warning checks and alerts with AI/ML: 5 Marks	
		early warning checks and alerts without AI/ML: 3 Marks	
Features of E-kyc module	5 Marks	E-kyc module implemented with Finger Print + Face Auth + OTP : 5 Marks	
		E-kyc module implemented with Finger Print + OTP: 3 Marks	
		E-kyc module implemented with Finger Print: 1 Marks	
Ease of Migration and Implementation	5 Marks	Experience of Migrating 3 Bank in past: 5 Marks	
		Experience of Migrating 2 Bank in past: 3 Marks	
		Experience of Migrating 1 Bank in past: 2 Marks	
Help-desk support and management and solution	5 Marks	Solution ready and deployed in 1 Bank : 5 Marks	
		Solution available: 2 Marks	
Total Marks for Functional Evaluation	50 Marks		

Annexure-XVI GOI GUIDELINES WITH MODEL WISE CLASSIFICATION

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes , the latest revised order i.e. the order dated 16- 9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017. The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

Verification of Local contents:

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

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE- II) dated 16-09- 2020, para 9(h).

Note:

- a) Bidder has to submit the Make in India Class-I / Class-II local supplier certificate as per attached format.
- b) Bidder has to submit proposal for all line Items.
- c) Any change in classification of Class-I and Class-II, Bidder may submit any change in class level for consideration in subsequent phases.

Purchase Preference:

1. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under,

1. In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
2. "Class-2 local supplier" will not get purchase preference in any procurement, undertaken by procuring entities. All other terms and condition are as per order no. No. P-45021/2/2017-PP (BE-II) dated: 16th September 2020.

Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

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

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

Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-16. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

Signed

Seal & Signature of the bidder

Dated

Phone No.:

Fax:

Email

Annexure-XVII UNDERTAKING OF INFORMATION SECURITY FROM BIDDER

Ref: Tender No - GEM/2025/B/6804900

Date: -

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Sir,

Reg: - RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

We hereby undertake that the proposed product to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the software being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that: -

- (a) The product offered, as part of the contract, does not contain Embedded Malicious Code that would activate procedures to:
 - i) Inhibit the desires and designed function of the equipment.
 - ii) Cause physical damage to the user or equipment during the exploitation.
 - iii) Tap information resident or transient in the equipment/network
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.
- (c) To ensure that the setup / link provided for updation / downloading / authorisation of licenses either on Banks network or through Internet should be free of any malware / viruses etc. Any damages / losses caused to Bank due to aforesaid shall be passed on to the bidder account.

Annexure-XVIII LAND BORDER SHARING UNDERTAKING LETTER

Pro forma of letter to be given by all the bidders participating in the RFP Supply, Commissioning, Installation, Testing/Certification, Configuration, implementation & maintenance End to End Financial Inclusion Gateway Solution on Turnkey for Central Bank of India on their official letter-head

Date: _____

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Sub: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

Sir,

We, M/s _____ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”.

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. _____
3. _____
4. _____

Annexure-XIX LIST OF FUNCTIONALITY

1. FIGS application for Mobile App & website (Central & Client)
2. Micro ATM application,
3. Hardware Security Module (HSM) based key management system,
4. FI Gateway server,
5. e-KYC /v-KYC and integration with various channels,
6. OS, DB and other third party software licenses,
7. Automatic commission and remuneration processing for corporate Business Correspondents (BC) and BCs
8. BC Management solution,
9. Online dashboard & MIS reports for Bank, BC Supervisors and BCs.
10. Digital On-boarding of BCs
11. Sub Agent/ Alternate agent's creation and management module.
12. MIS App for Agents
13. Agent performance analysis
14. Chatbot for BCs
15. Online Ticketing system
16. Early warning system
17. Fraud Detection
18. Centralized Device control and management
19. Biometric Standards and Authentication
20. Aadhaar Enable Payments
21. Card based Authentication & transaction
22. IMPS/ NEFT/ RTGS/ Bhim Aadhar/ Bill Payment/ QR Code
23. BC Inspection android application
24. Migration from existing system to New FIG Solution.
25. Change Management to carry out the activities of change management process.
26. Application Support and Management: application support and necessary Maintenance activities covering L1 and L2 support.
27. Helpdesk Support and Management: helpdesk support to carry out the activities to assist and help field BC agents.
28. Infrastructure Support and Management carry out the activities of infrastructure support and management.
29. Adhoc Reporting Management to support adhoc reporting as per bank requirements.
30. CBC / BC onboarding through automated straight through processing (STP).
31. Solution should be capable of implementing Geo tagging and Geo fencing as per NPCI guidelines. Along with all the existing functionalities

Annexure-XX LIST OF SERVICES AT BC POINT

LIST OF SERVICES OFFERED AT BC POINT

Sr. No.	LIST OF SERVICES OFFERED TO CUSTOMER BY BC AGENT AT BC POINT
A	ACCOUNT OPENING
1	Account opening -Saving account (BSBD / NON BSBD)
2	account opening -Saving Account through EKYC /Video KYC etc
3	Account opening- Public Provident Fund (PPF)
4	Account opening- Sukanya Samridhi Scheme (SSS)
5	Account opening- Time deposit Scheme
6	Account opening- Recurring deposit Scheme
7	Lead generation & opening of Current Account with Fund
B	FINANCIAL TRANSACTION
1	Cash Deposit -Own bank (ON US through biometric / AEPS/ RuPay Card)
2	Cash Deposit -Other Bank (OFF US through bank-AEPS/RuPay Card)
3	Cash Withdrawal (ON US through biometric / AEPS/ RuPay Card)
4	Cash Withdrawal-Other Bank (OFF US through bank-AEPS/RuPay Card)
5	Cash Transfer-Own Bank (ON US through biometric / AEPS/ RuPay Card)
6	Cash Transfer-Other bank (OFF US through bank-AEPS/RuPay)
7	fund Transfer -Immediate Payment Service (IMPS)
8	Fund Transfer-National Electric Fund Transfer (NEFT)
9	SHG Transaction (Onus)
10	SHG Transaction (Off us)
11	Recovery in NPA account
12	Collection in Standard loan account up to Bank approved limit
C	ENROLMENT UNDER MICRO INSURANCE SCHEME

1	Enrolment under PMSBY scheme
2	Enrolment under PMJJBY scheme
3	Enrolment under APY scheme
D	LEAD GENERATION - Sourcing of LOAN / INSURANCE
1	Loan request initiation Agriculture Loan
2	Loan request initiation Personal Loan
3	Loan request initiation Home Loan
4	Loan request initiation Vehicle Loan
5	Loan request initiation Gold Loan
6	Loan request initiation other loans
7	Request initiation for Life Insurance
8	Request initiation for Health insurance
9	Request initiation for Motor insurance
10	Request initiation for Mutual Fund
E	CHEQUE BOOK / DEBIT CARD / ENQUIRY / STATEMENT
1	Cheque Collection
2	Request for New Cheque book issue
3	Stop payment of Cheque
4	Cheque status enquiry.
5	APPLY for RuPay Debit Card
6	Block debit card
7	Balance Enquiry-Own bank (ON US through biometric/AEPS/ RuPay Card)
8	Balance Enquiry-Other bank (OFF US through bank-AEPS/RuPay)
9	Mini Statement-Own bank (ON US through biometric/AEPS/ RuPay Card)
10	Mini Statement-Other bank (OFF US through bank-AEPS/RuPay)

11	Request for SMS alert/ email statement (on mobile number/ email address is already registered)
F	OTHER SERVICES AT BC POINT
1	Leads and Handholding Farmers for Renewals of CKCC Loan accounts
2	Passbook update/printing at periodic interval
3	Aadhaar seeding
4	Mobile seeding
5	Pension Life Certificate authentication through Jeevan Praman (Biometric Aadhaar enabled Digital service)
6	Re-KYC in SAVING Accounts
7	Conversion of Inoperative accounts to Operative Accounts
8	Collection of data of proposed beneficiaries capturing their economic profile for future linkage or associate
9	Payment of Utility Bills -Bharat Bill Payment System (BBPS)
10	SHG & JLG- For formation Promotion including credit linkage
G	COMPLAINT MANAGEMENT
1	Lodge complaints
2	Track Complaints

Annexure-XXI GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
- Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

Annexure-XXII UNDERTAKING OF AUTHENTICITY FOR PRODUCTS SUPPLIED

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

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

With reference to RFP for Supply, Implement, Migrate and Maintain End to End Financial Inclusion Gateway Solution on Turnkey basis.

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

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

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure-XXIII PRO-FORMA FOR BID SECURITY (EMD)

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

In response to your invitation to respond to your RFP for Implementation _____, M/s _____ having their registered office at _____ (hereinafter called the “Bidder”) wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of ₹90,00,000/- (Rupees Ninety Lac Only) as bid security as required to be submitted by the “Bidder” as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Three Crore Only without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed. ₹90,00,000/- (Rupees Ninety Lac Only)
2. This Bank guarantee will be valid up to _____; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _____

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

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure-XXIV LETTER FOR REFUND OF EMD

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

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

We (Company Name) had participated in the Request for Proposal (RFP) bearing reference no. GEM/2025/B/6804900 for **Supply, Implement, Migrate and Maintain End to End Financial Inclusion Gateway Solution on Turnkey basis** and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr. No.	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (₹)

Bank details to which the money needs to be credited via NEFT are as follows.

Name of the Bank with Branch:

Account Type:

Account Title:

Account Number:

IFSC Code:

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure- XXV NPA UNDERTAKING

(This undertaking should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

We _____ (bidder name), hereby undertake that-

We have not been declared NPA by any Bank in India.

Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure- XXVI BIDDER'S PARTICULARS ON COMPANY LETTER HEAD

To,

General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)

Subject: Tender No. GEM/2025/B/6804900

Sl. No	Particulars	Details
1	Name of the Bidder	
2	Address with E mail id, Mobile no. and Pin code	
3	GST Number	
4	Bank Details	
5	PAN Number	
6	Name of Authorized Person	
	Mobile No:	
	Landline No:	
7	i. Email ID	
	ii. Alternative Email ID	
8	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9	Details of EMD	BG/UTR/Reference No. date & Amount
10	Exemption Certificate details (if applicable). E.g.: MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure- XXVII GUIDELINES ON BANNING OF BUSINESS DEALING

1) GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- a) There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
- b) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
- c) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order
- d)

2) DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

- a) Tenderers of Foreign nationality shall furnish the following details in their offer:
 - i). The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
 - ii). The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - iii). Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.
- b) Tenderers of Indian Nationality shall furnish the following details in their offers:
 - i). The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - ii). The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - iii). Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- iv). In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- v). Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

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

3) Introduction

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

4) Scope

1. The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have

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

5) Definitions

In these Guidelines, unless the context otherwise requires:

- a) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- b) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - i. If one is a subsidiary of the other.
 - ii. If the Director(s), Partner(s), Manager(s) or Representative(s) are common.
 - iii. If management is common.
 - iv. If one owns or controls, the other in any manner.
- c) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - i. For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (BSD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
 - ii. For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors" Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
 - iii. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
 - iv. For Zonal Offices Only: Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases.

- v. For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of BSD shall be the “Competent Authority” and concerned Executive Director (BSD) shall be the “Appellate Authority”.
 - vi. Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he/she may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- d) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- e) ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

6) Initiation of Banning / Suspension

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

7) Suspension of Business Dealings

- a) If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- b) The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- c) As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- d) If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by

the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

- e) For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-
- i. Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
 - ii. Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report; give its comments/recommendations within twenty-one days of receipt of the reference by ED, BSD.
 - iii. If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.
- f) If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- g) It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

8) Ground on which Banning of Business Dealings can be initiated

- a) If the security consideration, including questions of loyalty of the Agency to the State, so warrant.
- b) If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years.
- c) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- d) If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- e) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- f) If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.
- g) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents.
- h) If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract.

- i) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- j) Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not.
- k) Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
- l) Established litigant nature of the Agency to derive undue benefit.
- m) Continued poor performance of the Agency in several contracts.
- n) If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.
- o) (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

9) Banning of Business Dealings

- a) A decision to ban business dealings with any Agency should apply throughout the Bank Including Subsidiaries.
- b) There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:
 - i. To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
 - ii. To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv. To submit final recommendation to the Competent Authority for banning or otherwise.
- c) If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (BSD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. BSD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (BSD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.
- d) After considering the reply of the Agency and other circumstances and facts of the case, ED (BSD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.
- e) If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
 - i. Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- ii. Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- iii. Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors' Committee (EDC) with ED (BSD) as Convener of the Committee.
- iv. The committee shall expeditiously examine the report, give its comments/ recommendations within twenty-one days of receipt of the reference by ED(BSD).
- v. If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- vi. On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- vii. The decision of the EDC shall be communicated to the agency by ED (BSD).

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

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

11) Show Cause Notice

- a) In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- b) If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.
- c) The Competent Authority may consider and pass an appropriate speaking order:
- d) For exonerating the Agency if the charges are not established.
- e) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- f) For banning the business dealing with the Agency.
- g) If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

12) Appeal against the Decision of the Competent Authority

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

13) Review of the Decision by the Competent Authority

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

14) Circulation of the names of Agencies with whom Business Dealings have been banned.

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

Annexure- XXVIII FORMAT FOR SUBMISSION OF CLIENT REFERENCES BY BIDDER

To,

General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

Particular	Details
Client Information	
Client Names	
Client Address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
• Name of the Project	
• Description of the project	
• Implementation Start Date	
• Implementation End Date	
• Support & Maintenance Start Date	
• Support & Maintenance End Date	
Current Status (In Progress / Completed)	
Size of Project	
Number of Customers being addressed through the Project	
Any other information on the Client Reference	

The documentary proof of the client reference is enclosed.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation's

Seal of Company:

Date:

Place:

Annexure- XXIX UNDERTAKING FOR 7 YEARS ROADMAP

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

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution - Tender No. GEM/2025/B/6804900

We, _____ hereby confirm that as a bidder and the product provider, would **Supply, Implement, Migrate and Maintain End to End Financial Inclusion Gateway Solution on Turnkey basis**. We also commit to support the proposed **End to End Financial Inclusion Gateway Solution** for a minimum period of 7 years and further period of another 3 years if extended.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure- XXX UNDERTAKING FOR DATA PRIVACY

(This undertaking should be on the letterhead of the bidder duly signed by an authorized signatory on Data Privacy requirement)

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

We hereby undertake to comply with the regulations of Digital Personal Data Protection Bill (DPDPA 2023) and any future amendment/addition to the Bill in future as part of the engagement during entire period of contract.

Further, we ensure that the Data privacy, security and confidentiality of the Bank shall not be compromised.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure- XXXI BIDDER'S INFORMATION

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details(Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Annual Turnover (In Rs.) 2022-23 – 2023-24 – 2024-25-	
9.	Operating Profits (In Rs.) 2022-23 – 2023-24 – 2024-25-	
10.	Net Worth (In Rs.) 2022-23 – 2023-24 – 2024-25-	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers	
16.	Name and Address of OEM	
17.	Brief Description of after sales service facilities available with the bidder.	
18.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

Annexure- XXXII Letter for Conformity of Product as per RFP

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bids together with the written acceptance thereof shall constitute a binding contract between us.

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

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

Compliance	Compliance (Yes/ No)	Remarks
Terms & Conditions		
Scope of Work		

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

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Annexure- XXXIII COVER LETTER

To,

**General Manager
Agriculture and Social Banking Department,
Financial Inclusion Cell, Central Office,
Central Bank of India, 2ND Floor,
Mumbai Main Office Building,
Fort, M G Road, Mumbai- 400023 (MS)**

Subject: RFP for Financial Inclusion Gateway Solution on Turnkey basis for “Central Bank of India”- Tender No. GEM/2025/B/6804900

Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.

If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.

We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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”.

We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

----- **End of Document** -----

Annexure-2
Corrigendum on RFP floated on GeM portal vide tender No. GEM/2025/B/6804900

Sr. No.	Page #	Point / Section #	Existing Clause in RFP	Revised Clause
1	9	Section-1 Tender Details	Last Date and Time for submission of Bids- 07/11/2025 15:00 Time & Date of Opening of technical Bids- 07/11/2025 15:30	Last Date and Time for submission of Bids- 19/11/2025 15:00 Time & Date of Opening of technical Bids- 19/11/2025 15:30
2	25	Point -19	The selected bidder shall provide an end-to-end Financial Inclusion Gateway Solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Windows.	The selected bidder shall provide an end-to-end Financial Inclusion Gateway Solution setup to the Bank. The architecture shall be compatible to Android/ Windows.
3	18	Point -2 & 3	Web and Android App for BCs: The services offered at BC point shall be offered by Bank's BC website and Android App (Multilingual).	Web and Android App for BCs: The services offered at BC point shall be offered by Bank's BC website and Android App (Multilingual) such as Languages available as per NPCI UPI Bhim i.e. English, Hindi Bengali, Gujrati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil, Telugu and any other language available in NPCI UPI Bhim in future.
4	19	Point -9	e-KYC Module: The solution should have a module for e-KYC which shall be used at Branches through a dedicated internal website and share the details with Bank's CBS. The solution should also have an option to expose API to other systems for various eKYC services. A MIS report should be available with drill down for the Bank to download e-KYC usage channel-wise. In addition, e-KYC App/Application required for android/IOS/Windows for E-KYC, which can be utilized by branches for On-site customer enrollment.	e-KYC Module: The solution should have a module for e-KYC which shall be used at Branches through a dedicated internal website and share the details with Bank's CBS. The solution should also have an option to expose API to other systems for various eKYC services. A MIS report should be available with drill down for the Bank to download e-KYC usage channel-wise.
5	9	Point no - F	Implement and update antivirus protection for all end points preferably through a centralized system.	This point is deleted



Annexure-1(A): Response to General queries				Comment / Reply	
Sr. No.	Name of Bidder	Page #	Point / Section #	Clarification Points as stated in Tender Document	
1	TCS	19	Point 9	Could you please clarify the specific business need for introducing an additional e-KYC application for Android, iOS, or Windows platforms, considering that the bidder's solution already provides e-KYC functionality through an exposed API suite which can be ? We would like to understand how this additional application is expected to complement or enhance the existing capabilities.	Refer Corrigendum
2	TCS	19	10	Given that the bidder's channel application already includes both web and Android mobile apps for last-mile users (BCs), could you please clarify the specific business or technical need for introducing an API Manager for all customer services? We understand that even with an API suite in place, third-party systems may still require their own channel applications. Therefore, we'd like to understand how the API Manager is expected to enhance integration, governance, or scalability beyond the current solution	It is required to control the API exposed to other systems by FIGS, such as user management, setting application wise throttling, management of applications etc.
3	TCS	25	19	As per the RFP, the scope includes offering an iOS-based solution for FI services. However, since UIDAI has not yet released RD services for fingerprint and iris authentication on iOS, we would appreciate clarification on how this integration is expected to be handled within the current solution architecture, and what governance mechanisms are proposed to manage this gap.	Refer Corrigendum
4	TCS	25-26	20	As per the RFP, the proposed solution must comply with hardening requirements for BC systems, including restrictions on USB/flash drive usage, antivirus availability, and other security controls. Since these controls are typically managed at the Windows OS level, and web browser-based applications may have technical limitations in enforcing such restrictions, we would appreciate clarification on whether the bank currently uses any web-based applications with similar hardening measures. Additionally, we seek to understand the intent behind applying these requirements to the FIGS solution.	Hardening is required as per the Regulator's guidelines i.e., RBI, UIDAI and NPCI for working of FIGS application at end-point.
5	TCS	27	C	As per the RFP, the mobile application is expected to support offline data capture with an auto-sync feature. Could you please clarify which specific services or functional modules are intended to operate in offline mode and benefit from this capability? This will help us ensure accurate alignment with the solution design.	The transaction and services to be processed in Realtime. Such feature of offline data capture is applicable only for the menu / look and feel of the application.
6	TCS	47-48	Solution Design Features	As the proposed solution is expected to follow a microservices-based architecture, we would like to understand the availability of supporting infrastructure components such as containerization platforms, orchestration tools and related DevOps capabilities. Could you please confirm whether such infrastructure is already in place within the bank's environment, and if so, whether it can be extended or made available for use in this implementation ?	The infrastructure is to be provided by the Bidder as per the RFP.
7	TCS	47-48	Solution Design Features	Are there any preferred platforms or technologies mandated by bank for micro-services deployment ?	None
8	TCS	47-48	Solution Design Features	Are there any specific security policies or governance frameworks bidder need to align with for deploying microservices ?	Bidder to use their own experience and expertise on the subject and follow industry best practices.
9	TCS	47-48	Solution Design Features	Does the bank have any existing tools for monitoring, logging and CI/CD pipelines that bidder should integrate with ?	None
10	TCS	47-48	Solution Design Features	Would the bank be open to considering a hybrid deployment model, where certain components of the solution are hosted in the cloud while others remain on-premise? We would appreciate your guidance on the feasibility and expectations around such a setup.	No, the solution is to be hosted on premise.



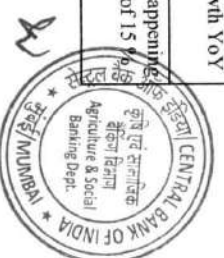
11	Integra	68	Customization Charges:	We wish to highlight that compliance changes are regularly mandated by statutory bodies such as RBI, NPCL, and UIDAI, and are essential to ensure continued adherence to regulatory standards. Considering that such updates are recurring and beyond the bidder's control, we request the Bank to kindly amend the clause to allow one compliance change per quarter to be implemented without any additional cost. Any further requirements within the same quarter may be mutually discussed and taken up on agreed commercial terms. We request the Bank's kind consideration to incorporate this change in the interest of maintaining compliance while ensuring cost efficiency for both parties.	No Changes
12	Integra	15,173	Annexure-XIX LIST OF FUNCTIONALITY.	We assume that the Bank already has an existing V-KYC solution in place. The successful bidder will be required to integrate with the same as part of the project scope. We request the Bank to kindly confirm our understanding.	Yes, we confirm your understanding.
13	Integra	21	DETAILED SCOPE OF WORK	Chatbot for BCs - Please confirm the expected number of concurrent BC users, average message volume for chatbot.	Bank is having around 13000 BC points and it is expected that the same will increase approximately at the rate of 15 % on YoY Basis. Average message volume of chatbot depends on number of BCs using the Chat Bot. It is expected average of 25 % of BCs may use Chatbot. Bidder to use their expertise in this area and industry best practice to be followed.
14	Integra	21	DETAILED SCOPE OF WORK	Online Ticketing system - What is the expected number of tickets per day and user concurrency to determine sizing.	It depends on operational efficiency of the solution provided by the vendors and number of tickets depends upon number of complaints generated. However, for operational efficient solution, hardly 5 to 10 % users may raise complaint.
15	Integra	21	DETAILED SCOPE OF WORK	Early warning system - Request bank to elaborate the required scope on Early warning system.	The tracking of abnormal transactions and highlighting those abnormal transactions done by any user which may be of the nature of financial misappropriations or frauds etc. Therefore, early warning system is based on Data analytic for prevention of Frauds / misappropriation.
16	Integra	33	DETAILED SCOPE OF WORK	Request bank to elaborate the scope of generating TDS certificate (Form 16A)	The solution is for automated payment solution of CBC/BC commission and incentives and wherever TDS/GST is applicable the same should be deducted as per applicable rules and guidelines. In case of TDS deducted on any payment then Form 16 A shall be provided by the diductor. Hence the solution should have provision of generation of Form 16 A for deduction of Tax at source. Please be clarified accordingly.
17	Integra	38	On Site support cost - FI helpdesk	We assume that bank will provide the specific number/IVR details. Kindly confirm.	IVR if required shall be arranged by Bank, where the Bidder solution will integrate with Banks IVR



18	Integra	62	WARRANTY	We request the Bank to kindly amend the warranty clause to commence from the date of successful delivery and installation of the equipment, Go-Live Date. This request is in line with the standard industry practice followed by other Public Sector Banks (PSBs), as the OEM warranty period typically begins from the date of successful delivery and installation of the product. We request the Bank's kind consideration to amend the clause accordingly.	No Changes
19	Integra	68	Hardware / Software Payments:	We assume that 20% of the hardware payment will be released upon successful installation of the operating system and network connectivity cables at the respective locations. We request the Bank to kindly confirm our understanding.	No. Bidder has to run the application successfully on the hardware supplied as per the terms of the RFP, to obtain the acceptance certificate.
20	Integra	68	Hardware / Software Payments:	Additionally, we request the Bank to consider releasing 100% of the applicable GST amount for the hardware component irrespective of the percentage of the payment value. This will help ensure timely GST compliance and smooth financial reconciliation for both parties. We request the Bank's kind confirmation and consideration of the above.	As per the prevalent norms/practice bank will release GST amount, as applicable.
21	Integra	134	Annexure-IV COMMERCIAL BID (PRICE SCHEDULE)	We request the Bank to kindly share the make and model details of the existing HSMs, as it is understood that the Bank may be using two separate models — one for Payment HSM and another for General Purpose (Network) HSM. The information will help us ensure proper integration planning, compatibility assessment, and accurate sizing during implementation. We request the Bank to kindly confirm and share the required details.	The understanding is OK. But the make and model details will be shared with successful bidder only.
22	Integra	20	The bidder must supply, install, and maintain the entire hardware infrastructure required for the project.	We request the Bank to kindly clarify the basis on which the bidder should consider the monitoring tools while performing hardware sizing. Specifically, Will the resource requirements (such as CPU, memory, storage, etc.) for the Bank's monitoring tools be shared by the Bank to enable accurate hardware sizing and capacity planning? Understanding these parameters is essential to ensure that the proposed infrastructure is optimally configured to meet performance and monitoring requirements. We request the Bank to clarify on the same.	The exact details of monitoring tools will be shared with successful bidder; however, the bidders may use their experience in this regard.
23	Integra	20	eKYC Module	We request the Bank to kindly share the expected volume of e-KYC transactions, either branch-wise or on an annual basis, along with the year-on-year (YoY) growth projections.	The present approximate volume of e-KYC transaction is around 1-2 lakh per day, which may increase upto 15 % on YoY Basis.
24	Integra	20	eKYC Module	Additionally, we request the Bank to provide the expected concurrency levels and Transactions Per Second (TPS) figures to enable accurate hardware and infrastructure sizing, ensuring optimal system performance and scalability. We request the Bank's kind clarification and necessary details in this regard.	Bidder can very well do the sizing based on Annexure 5 by applying their Experience and the performance of their software solution proposed in RFP.
25	Integra	20	Backup Solution	Please confirm whether the backup solution (hardware + software) should be fully included in the BOM, or if any existing backup setup is available at the Bank that can be utilized. Also, request to share the expected data volume, backup window, retention policy.	The backup solution (hardware + software) should be fully included in the BOM
26	Integra	20	Migration	Please confirm that the migration will include only BC master data to the new setup, while historical transaction data will be retained as-is in a separate system. Additionally, kindly provide the total size of the existing FICs data to be retained, along with the current FIG database type and version. This clarification will help ensure accurate understanding of the requirements and proper alignment of the bidder's proposal.	We confirm your understanding. Approximate existing Data is 40 TB
27	Integra	21	Software (OS, DB, Middleware, etc.)	Is the Bank will provide Oracle binaries and access credentials under the ULA for database Oracle installation? Also kindly confirm whether the Bidder is permitted to utilize Oracle Linux (OS), Oracle HTTP Server (OHS), and Oracle APEX under the Bank's existing Oracle ULA agreement, along with the Oracle database-related components, for the proposed solution deployment. This clarification will help ensure accurate understanding of the requirements and proper alignment of the bidder's proposal.	Please refer page no 20 point no.16 of the RFP documents.



28	Integra	23	38.Learning and Document Management module for BCs	Please confirm the expected number of BC users who will access the module concurrently, and the average size and type of learning content (documents, videos, etc.) to be hosted. Also, confirm if the Bank will provide any existing LMS/DMS platform, or if the bidder should propose a new integrated solution.	Presently bank is having approximately 13000 BC and may increase 15 % on YoY basis, further we assume at any point of time 10 % of Users will access the LMS/DMS platform. Bidder should use their expertise.
29	Integra	26	Near DR Implementation (Future Requirement)	Please clarify whether the initial hardware and software sizing should not include for Near DR setup, or if the bidder can plan it as an add-on to be deployed later with additional cost to the bank.	The initial hardware and software sizing not to include for Near DR setup.
30	Integra	26	MDM	Please confirm the total number of devices with break up channel-wise (Web (Windows) and Android) that will be managed under the proposed MDM solution. Additionally, kindly clarify whether the Bank already has an existing endpoint/MDM solution that needs to be integrated, or if the Bidder should propose a completely new MDM solution. Further, please confirm whether a cloud-based MDM solution will be acceptable, or if the MDM solution must be deployed and hosted within the Bank's premises only.	MDM is not mentioned in RFP. It is expected that the proposed FIGS solution comply with regulatory requirement by implementing baseline security at the Gateway level for End-Points.
31	Integra	40	Hardware and Infrastructure	As most OEMs offer a standard 3-year warranty with optional extensions up to 5 years, if the OEM does not support a full 7-year continuous hardware warranty, please confirm whether the Bank will allow third-party AMC support (post OEM support period) to ensure the support is co-terminus with the contract, including the associated additional cost to the Bank.	The cost of AMC support is part of commercial Bid and bidder should select the hardware suitably.
32	Integra	44	Software (OS, DB, Middleware etc.)	Kindly confirm whether the Bidder is permitted to utilize Oracle Linux (OS), Oracle HTTP Server (OHS), and Oracle APEX under the Bank's existing Oracle UI.A agreement, along with the Oracle database-related components, for the proposed solution deployment. 1. Oracle Linux (OS) 2. Oracle HTTP Server (OHS), 3. Oracle APEX	Please refer page no 20 point no 16 of the RFP documents.
33	Integra	62	Hardware Warranty	As per industry practice, OEMs typically commence warranty from the date of delivery or installation, not Go-Live. Considering potential project delays or extended UAT periods, it is requested that the hardware warranty period start from the date of delivery/installation and acceptance, rather than Go-Live, to align with OEM warranty norms. Please confirm if the Bank can modify this clause accordingly.	No Changes
34	Integra	68	Hardware / Software Payments	Retaining 10% payment until contract expiry may not be commercially feasible. We request the Bank to consider releasing the final 10% payment upon completion of installation and acceptance, or alternatively, within 3 months of successful Go-Live, against a standard PBG valid for 12 months. Please confirm if this modification is acceptable.	To reduce compliance risk, it is essential hence no change.
35	Integra	135	Backup Solution / Tape Library Utilization	Please clarify whether the Bank will define and manage the data retention policy and provide the required tapes to maintain utilization below 70%, or if the bidder must provision sufficient tape media to meet this requirement. Also, confirm the retention period (in days/months) for full and incremental backups to size the storage appropriately.	The bidder must provision sufficient tape media to meet this requirement as incremental daily back-up, weekly and monthly full back-up. Retention period for daily back for 7 days and weekly backup for a month and One year for monthly back-up.
36	Integra	142	Business Volume Projection and Sizing Inputs	Please provide the following details to enable accurate hardware and infrastructure sizing for the proposed solution: • The total number of BC agents currently active and the expected BC agent onboarding YoY over the next 7 years.	Presently Approx active BCs are 13000 and we expect increase of 15 % on YoY basis.
37	Integra	142	Business Volume Projection and Sizing Inputs	• The expected number of new account openings YoY through BC Channel.	Presently around 1.5 Lakh accounts are opened per month. We are expecting 20 % annual growth YoY
38	Integra	142	Business Volume Projection and Sizing Inputs	• The expected eKYC transaction volume YoY through branch channels and API-based systems.	Presently 1-2 lakh e-KYC transaction are happening on daily Basis, we may expect an increase of 15 % on YoY basis.



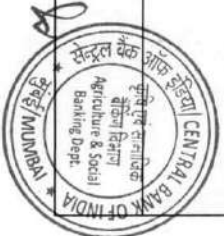
39	Integra	142	Business Volume Projection and Sizing Inputs	• The total transaction breakup Y o Y, including financial and non-financial (service) transactions. These details are critical for accurate BOM sizing, capacity planning, and infrastructure cost estimation.	Please refer annex-5 for transaction volume, presently non-financial transactions are approx. 15 % of total transactions.
40	Integra	18	Dashboard & MIS Reporting	Kindly confirm the list of languages to be supported in the proposed solution.	Please refer Corrigendum
41	Integra	21	Dashboard & MIS Reporting	The existing transaction application already provides agent-specific transaction summary and reporting features. Kindly confirm whether a separate MIS App for Agents is required, or if the existing transaction app features are sufficient to meet this requirement.	Please guided by RFP Page no 18 and 28.
42	Integra	18	Broad Scope of Work	We assume that Inspection and Reporting Solution refers to the BC Audit application. Kindly confirm.	Please guided by RFP Page no 18 and 29.
43	Integra	21	Broad Scope of Work	We request bank to provide the details on the V-KYC use case mentioned in this section	Banks V-KYC solution will be using FIGS API for e-Kyc.
44	Integra		General	We would like to request the Bank to kindly consider adopting the Quality and Cost Based Selection (QCBS) methodology for the evaluation and selection of the successful bidder.	No change in the proposed methodology of evaluation.
45	Integra		General	The QCBS approach ensures a balanced and objective assessment by giving due weightage to both technical competence and financial competitiveness. This methodology is particularly effective for projects where the quality of service delivery, innovation, and long-term value creation are as critical as cost efficiency. Request the Bank to kindly incorporate the QCBS evaluation methodology in the RFP and specify the proposed weightage between technical and financial parameters (for example, 70:30 or 80:20), as deemed appropriate.	No change in the proposed methodology of evaluation.
46	Integra	22	Detailed Scope of Work: Point 5 - 40	Grievance Redressal Module for customers at BC points. Please elaborate the requirements.	Ticketing solution for recording grievance
47	Integra	24	Detailed Scope of Work: Point 12 - ii	Please elaborate on automatic updation/configuration of agent details.	Please refer page no 31 and 32 of RFP
48	Integra	25	Detailed Scope of Work: Point 12 - xxxii	Point xxxii mentions about API. This point mentions about SDK. Both are for third party integration with FIGS. Please provide clarity on the difference in between these two requirements.	SDK will be used for third party mobile app and API will be used for integrating 3rd party website / systems
49	Integra	28	Detailed Scope of Work: Dashboard and MIS Reporting: C. Financial Reports - i	Please clarify on the purpose of the wallet since all the transactions are posted to the CBS online.	The Wallet will be used for settling the sub agent / alternate agent transactions
50	Integra	29	Detailed Scope of Work: Inspection and Reporting solution: C Mobile App for On-site Inspections - iii	Does E-Signature mean Aadhaar eSign or signing on a touch pad?	signing on a touch pad
51	Integra	34	Detailed Scope of Work: e-KYC Module: Point 1	Should the solution have provision for opening accounts using OVDs (like Passport, DL, etc.) other than Aadhaar e-KYC? Please clarify.	Clause self-explanatory
52	Integra	47	Detailed Scope of Work: Solution	The title says 'bidder is expected to encourage'. This gives the understanding that the features under this sections are not mandatory. But Point 2: Containerization makes all the point must.	Containerization feature is desirable; and has weightage in evaluation.



53	Integra		Design Features	Please clarify whether the features under this title (Heading) are optional.	
54	Integra		General	The end point devices are supplied by Corporate BCs, not by TSPs. So we request to kindly remove this clause.	Refer corrigendum.
55	Integra	Sec. 3 (Clauses 42 & 47)	Regulatory & Statutory Compliance	Request the Bank to specify which exact circulars or frameworks apply to FIG (for example, RBI Master Direction on IT Outsourcing, RBI Cyber Security Framework for Banks, NPCI BC model guidelines).	It is required that the solution should be compliant to all the relevant circulars. The future product patches and version releases should ensure that the proposed solution is compliant to the guidelines on regular basis as and when enforced.
56	Integra	Clauses 42 & 98	Regulatory-Driven Change Requests	Suggest clarification that major regulatory or policy changes will be mutually discussed and not automatically absorbed by the vendor.	No Changes
57	Integra	Clauses 49 & 97	Audit & Inspection Rights	Recommend defining reasonable notice, audit frequency, and cost responsibilities. Also clarify the scope of audit where components are hosted on third-party or cloud environments, and confirm whether OEM environments fall under direct audit scope.	Clause self-explanatory.
58	Integra	Clause 49	RBI Direct Access (Cloud Environments)	Please confirm whether RBI or the Bank will exercise inspection rights through Bank-facilitated virtual sessions or secure logical access only, and not by direct physical access to hyperscaler data centres.	No Changes
59	Integra	Clause 52 & Annexure (Data Privacy Undertaking)	Data Localization & Security	Seek confirmation that Disaster Recovery / cloud replication within India regions is acceptable and clarify encryption and key management requirements, including ownership and storage of encryption keys.	The solution is to be hosted on-premises.
60	Integra	Page 61	Insurance	Request confirmation whether coverage should remain valid until final acceptance / Go-Live, whichever is later, and whether Professional Indemnity and Cyber Risk policies are also expected as part of the insurance requirement.	The period of insurance shall be up to the date the supplied components are accepted by bank and all rights of the property are transferred to the Bank in the Bank's premises.
61	Integra	Clauses 46 & 106	Information Security Audits	Request the Bank to specify the expected audit frequency and who will bear the associated cost.	Presently the frequency of IS audit is once in a year carried out by the Bank. The observations and shortcomings must be addressed by the bidder at no cost to the Bank. Further the system is subject to inspections and audit as per the directions of the regulators which has to be complied as per the periodicity as desired by the respective regulators.
62	Integra	Annexure XII	Integrity Pact	Please confirm whether OEM partners are also required to execute the Integrity Pact separately.	Not required refer page no 117
63	Ayati Technologies Pvt Ltd	8	Bid Security (EMD)	As per the Public Procurement Policy for MSEs, the EMD exemption is applicable to Micro and Small Enterprises (MSEs). We would like to clarify whether Medium Enterprises registered under the Ministry of MSME (Udyam Registration) are also eligible for this exemption. Ayati Technologies Pvt. Ltd. is a registered Medium Enterprise under the Ministry of MSME (Udyam Registration No. UDYAM-KR-03-0001162). With reference to our discussion with GEM exemption is not applicable for Medium enterprises, kindly clarify.	Exemption is not applicable for medium enterprises.



64	Ayati Technologies Pvt Ltd	8	INVITATION FOR TENDER OFFER	e-mail IDs for sending queries and Last Date for submission of queries Kindly clarify the Proof of remittance as Cost of RFP is Nil.	The proof of remittance of document means the proof of sending e-mail to official e-mail ID of the proposed bidder. Therefore, no additional document is required. Hence, be clarified accordingly.
65	Ayati Technologies Pvt Ltd	21	DETAILED SCOPE OF WORK FINANCIAL INCLUSION GATEWAY SOLUTION (FIGS)	Sub Agent/ Alternate agent's creation and management module. We request to clarify whether separate settlement will be opened for Sub Agent or contra posting will happen to Main agent account itself.	The Facility of sub agent will represent the main agent and engagement is purely on the basis of request of CBC/BC therefore no separate settlement will be opened for sub agent, please be clarified accordingly.
66	Ayati Technologies Pvt Ltd	26	DETAILED SCOPE OF WORK FINANCIAL INCLUSION GATEWAY SOLUTION (FIGS)	Devices at BC point should have an updated version of antivirus/antimalware solution. Considering Device Ownership is with respective BC Partners, we request you to kindly handle the same in CBC SLAs We request you to kindly consider removing the same from scope of FIG.	Refer corrigendum.
67	Ayati Technologies Pvt Ltd	25	DETAILED SCOPE OF WORK FINANCIAL INCLUSION GATEWAY SOLUTION (FIGS)	The selected bidder shall provide an end-to-end Financial Inclusion Gateway Solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Window. The solution shall support following but not limited to:- Considering IOS devices are very expensive, none of the Banks implemented IOS devices for FI channel. We request you to kindly consider removing IOS from the scope.	Please refer corrigendum
68	Ayati Technologies Pvt Ltd	27	DETAILED SCOPE OF WORK FINANCIAL INCLUSION GATEWAY SOLUTION (FIGS)	C. Mobile UX for Agents (BC App) mode for data capture with auto-sync on reconnect. Since all the transactions and other services are real time, offline might not be applicable. Bank may consider removing the same as it is not applicable.	2. Offline The transaction and services to be processed in Realtime. Such feature of offline data capture is applicable only for the menu / look and feel of the application.
69	Ayati Technologies Pvt Ltd	49	ENDPOINT / END-USER DEVICE MANAGEMENT	ENDPOINT / END-USER DEVICE MANAGEMENT Considering Device Ownership is with respective BC Partners, we request you to kindly handle the same in CBC SLAs We request Bank to consider adding the same in CBC scope.	It is expected that the proposed FIGS solution complies with regulatory requirement by implementing baseline security at the Gateway level for End-Points.
70	Ayati Technologies Pvt Ltd	54	Facility Management	Instead of imposing a 20% penalty on the monthly charges, we request the Bank to consider making payment only for the resources available, based on the per-resource cost quoted in the bid.	No Changes



71	Ayvati Technologies Pvt Ltd				No Change is proposed.
72	Ayvati Technologies Pvt Ltd	55	Additional Penalties	We request the Bank's kind consideration to restrict the total penalty to a maximum of 5% of the TCO.	No Changes
73	Ayvati Technologies Pvt Ltd				No Change is proposed.
74	Ayvati Technologies Pvt Ltd	68		Considering the very thin margins, keeping an additional Bank Guarantee (BG) of 10% for seven years of the cost will be difficult. Since Performance Bank Guarantee (PBG) will be placed with the Bank for complete SLA tenure, we request you to kindly consider removing the BG clause for the 10% payment and release the total amount post Go-Live.	No Changes
75	Ayvati Technologies Pvt Ltd		PAYMENT TERMS:		
76	Ayvati Technologies Pvt Ltd	78	B. Commercial Assessment (Reverse Auction)	Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder (H1). The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H1 will also be allowed to participate in RA in following cases: Considering it is reverse auction, we request Bank to allow all the technically qualified bidders eligible for reverse auction.	The reverse auction terms are as per GeM guidelines, hence No change.
77	Ayvati Technologies Pvt Ltd	78	B. Commercial Assessment (Reverse Auction)	If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1 We request Bank to include "MSME" Medium enterprises also if the same is not considered.	The clause is only for Micro and small enterprises and not applicable for medium enterprises. Please be clarified accordingly.
78	Ayvati Technologies Pvt Ltd	142	Annexure-V TRANSACTION VOLUME	Bank has shared Txn volume projection, if No. of users count also shared that will help in proper hardware sizing We request Bank to share no. of users/Agents also along with Txn volumes	We are expecting increase in User @ 15 % per annum, presently bank having around 13000 BCs
79	Ayvati Technologies Pvt Ltd		General	Considering the extensive scope of the tender, exhaustive documentation will be required. As vendors typically initiate documentation post the pre-bid meeting, and there are only five working days available thereafter, we request you to kindly consider extending the submission timelines up to 29th November 2025.	Please refer Corrigendum
80	Ayvati Technologies Pvt Ltd	39	Hardware & Infrastructure	In case of any additional infrastructure to be factored as part of architecture redesign in future due to regulatory changes, bank to provide the necessary hardware to fulfil seamless operations as per RFP requirement.	No Changes
81	Ayvati Technologies Pvt Ltd	39	Hardware & Infrastructure	Kindly clarify on the Linux OS licenses will be provided by Bank or Vendor has to procure.	Bidder has to procure.



82	cyfuture	11	ELIGIBILITY CRITERIA (Point 6)	Please relax the clause to the following: The Bidder/OEM should have implemented the Financial Inclusion Gateway solution which should be running presently in at least 1 (one) Public Sector Bank and supporting/managing the same during the last three year from the date of this RFP. For experience purpose bidder should have implemented and maintained the solution for minimum 10,000 BCs.	No Changes
83	cyfuture	13	ELIGIBILITY CRITERIA (Point 14)	Please relax the clause to the following: Bidder shall be the OEM/ Certified or authorized agent/ reseller/ partner of the proposed solution. The proposed solution quoted in this RFP should have been implemented by the bidder/OEM and is operational for not less than minimum three years as on the date of RFP.	No Changes
84	cyfuture	157	Section 10 – Other provisions	Please allow Consortium bidding, as this would ensure more reliability and credibility for this project.	No Changes
85	Fino Payment Bank	Page 74-75	Section 26 – Evaluation and Comparison of Bids (Page 74-75)	Request to include experience of Private Sector Banks and Payments Banks in the evaluation scoring, and remove the restriction linking marks only to PSU banks. Fino Payments Bank provides the FIGS gateway solution for multiple Private Sector Banks and manages more than 8 lakh BC points across India under RBI supervision. These deployments are technically and regulatorily equivalent to PSU implementations. Request inclusion of all RBI-regulated banks for scoring parity.	No Changes
86	Fino Payment Bank	(Page 74)	Section 26 – Evaluation Criteria – Credentials (Page 74)	Request to include experience with any RBI-regulated Bank (including Scheduled Commercial Banks) for equivalent scoring. Fino's FI Gateway meets NPCI / UJDAL / RBI compliance, audited by RBI annually, and processes over 50 lakh daily transactions. Including RBI-regulated entities promotes fair evaluation of proven regulated players.	No Changes
87	Fino Payment Bank		Section 26 – Evaluation Criteria (Minimum qualifying score)	Request to reduce minimum qualifying marks to 50% or allow conditional qualification for RBI-regulated banks providing proof of live FIGS deployment. As an RBI-licensed Payments Bank, Fino has proven operational FIGS capabilities across over 8 lakh BCs. A lower threshold ensures fair participation for regulated entities with live infrastructure.	No Changes
88	Fino Payment Bank		Section 1 – Eligibility Criteria Sr. No. 6 and Section 26 – Evaluation Criteria	Request to consider experience of multiple private banks or internal FI operations exceeding 7,000 BCs as equivalent. Fino's own Payments Bank network exceeds 8 lakh BCs/Merchants and handles AEPs, Micro-ATM, e-KYC, UPI, and commission automation modules—all under direct RBI and NPCI supervision, making it technically and operationally equivalent.	No Changes



89	Fino Payment Bank	Page 13-14	Section I – Eligibility Criteria (General Instruction, Page 13-14)	Request to modify the term 'Bidder' to 'Bidder / OEM' throughout the RFP, wherever applicable, to allow bidders to leverage the credentials, experience, and certifications of their OEM partner for meeting eligibility and evaluation criteria. Allowing Bidder / OEM participation ensures that credible system integrators and regulated banking entities like Fino Payments Bank can rely on OEM credentials and proven implementations of their technology partners. This approach is consistent with major PSU and FI RFPs and promotes wider participation without compromising solution quality or accountability.	No Changes
90	Fino Payment Bank		Section 26 – Evaluation Criteria – Credentials	Request to include regulatory audit track record (RBI/NPCI published data) as an additional scoring parameter. Fino's FICS platform undergoes periodic audits and certifications by RBI, UIDAI, and NPCI. Including regulatory track record aligns evaluation with RBI's IT Outsourcing and Payment System guidelines and ensures credible, compliant vendors are rewarded.	No Changes
91	OASYS	18	2. Web and Android App for BCS;	a) Will iOS Mobile app be required ? B) What are the languages to be included in "Multilingual" option ?	A) Please refer corrigendum B) Please refer corrigendum
92	OASYS	20	15. Migration:	a) What is the volume of data to be migrated ? B) Will data cleansing be required ? C) Are all the data available in structured format ?	a) The present DB size is Approximately 40 TB; however the exact details shall be shared with the successful bidder. B) Data cleansing requirement depends on the capability of solution offered. If the solution has some specific validation, then the solution provider may have to do the required cleansing at the time of Migration. otherwise, the data is clean and in standard formats. c) Yes, the Data is available in structured format.
93	OASYS	NA	General	How many concurrent users are there. What is it in Milli sec. Micro sec etc.	At present there are around 13,000 BCS who will login daily and the count will increase @ 15 % YoY during the contract period. So, the proposed solution should support this number.
94	OASYS	NA	General	What is the number of transactions per day	refer Annex-5
95	OASYS	NA	General	Need the maximum size of write transaction per year	refer Annex-5
96	OASYS	NA	General	Is there any document upload required	yes
97	OASYS	NA	General	What is the file Upload size in MB	1-2 MB
98	OASYS	NA	General	What is the file upload per user required	Bidder to use their own experience and expertise on the subject and follow industry best practices.
99	OASYS	NA	General	What is the database back policy.	To be shared with successful bidder
100	OASYS	NA	General	What is database retention policy	To be shared with successful bidder
101	OASYS	NA	General	What is Data recovery policy	To be shared with successful bidder
102	OASYS	NA	General	What is the required recovery Point of Object	5 mins
103	OASYS	NA	General	What is the Recovery Time of Object	2 Hrs.
104	OASYS	NA	General	What is the current data archival policy	To be shared with successful bidder



105	Spice Money Limited	NA	General	<p>We would like to respectfully submit that our organization, a leading fintech player, is currently a Business Correspondent (BC) to Yes Bank and NSDL Payments Bank, both of which are Scheduled Banks regulated by the Reserve Bank of India. We have successfully implemented and are actively managing the Financial Inclusion Gateway solution for these banks, supporting a network well exceeding 10,000 BCs, and delivering essential banking services across rural and semi-urban geographies.</p> <p>In light of this, we kindly request the authority to consider Scheduled Commercial Banks (including Private Sector and Payments Banks) in addition to Public Sector Banks under the eligibility criteria in Clause 6. This inclusion would ensure broader participation from capable and experienced fintechs like us who are contributing meaningfully to the Financial Inclusion ecosystem.</p> <p>We look forward to your kind consideration and an enabling clarification in the forthcoming corrigendum.</p>	No Changes
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Annexure-1 (B): Response to Pre-Bid Legal Queries

Sr. No.	Page /Section	Clarification points as stated in the tender Document	Comment/Deviation	Dept. Comments/Reply
1	86-88 INDEMNITY	<p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>1. Bank's authorized / Bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>2. Relating to or resulting directly from infringement of any third-party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project and/or</p> <p>3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or</p> <p>4. Claims made by employees or subcontractors or subcontractors employees, who are deployed by the Bidder, against the Bank and/or</p> <p>5. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or</p> <p>7. Breach of confidentiality obligations of the Bidder (except for any breach in relation to Personal Data, which shall be limited to the total contract value or the actuals of the penalty incurred by the Bank, whichever is higher) contained in this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO</p> <p>8. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub contractors</p>	<p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorney's fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>1. Bank's authorized / Bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>2. Relating to or resulting directly from infringement of any third-party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project and/or</p> <p>3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or</p> <p>4. Claims made by employees or subcontractors or subcontractors employees, who are deployed by the Bidder, against the Bank and/or</p> <p>5. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or</p> <p>7. Breach of confidentiality obligations of the Bidder (except for any breach in relation to Personal Data, which shall be limited to the total contract value or the actuals of the penalty incurred by the Bank, whichever is higher) contained in this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO</p> <p>8. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub contractors</p>	No Change





<p>9. The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,</p> <p>a) The Bidder notifies the Bidder in writing immediately on aware of such claim.</p> <p>b) The Bidder has sole control of defense and all related settlement negotiations.</p> <p>c) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>d) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.</p>	<p>9. The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,</p> <p>a) The Bank notifies the Bidder in writing immediately on aware of such claim.</p> <p>b) The Bidder has sole control of defence and all related settlement negotiations.</p> <p>c) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>d) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.</p>
<p>10. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization / due to any technical glitch as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.</p>	<p>10. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization / due to any technical glitch as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.</p>
<p>11. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:</p> <p>a) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.</p>	<p>11. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:</p> <p>a) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark issued or registered in India in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.</p>
<p>b) all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, by-laws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however.</p>	<p>b) all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any third party patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, by-laws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however.</p>



i). The Bidder has sole control of the defense and all related settlement negotiations.	i). The Bidder has sole control of the defense and all related settlement negotiations.
ii). The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.	ii). The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
c) Any loss suffered by bank due to non-functioning / malfunction of Solution such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank. losses will be recovered from Bidder/ vendor. Any such loss to the Bank due to improper working of Solution, Bidder /vendor will have to make good of such losses. This will be treated separate from penalty.	c) Any loss suffered by bank due to non-functioning / malfunction of Solution such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank. losses will be recovered from Bidder/ vendor. Any such loss to the Bank due to improper working of Solution, Bidder /vendor will have to make good of such losses. This will be treated separate from penalty.
12. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:	12. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
a) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same).	a) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same).
b) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material.	b) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material.
c) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder.	c) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder.
d) Operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or	d) Operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or
e) Use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or	e) Use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
f) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.	f) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.
13. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:	13. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:
a) Procure for Bank the right to continue using such Deliverable.	a) Procure for Bank the right to continue using such Deliverable.



	<p>b) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance.</p> <p>c) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing, or</p> <p>d) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight-line depreciation over a 5-year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third-party intellectual property rights.</p>	<p>b) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance.</p> <p>c) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing, or</p> <p>d) If such measures do not achieve the desired result and if the final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight-line depreciation over a 5-year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third-party intellectual property rights.</p>	
<p>2-93-94</p> <p>LIMITATION OF LIABILITY</p>	<p>The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p> <p>Service Provider's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose of this section, the contract value at any given point of time means the aggregate value of the purchase orders placed by the Bank on the Service Provider that gave rise to the claim, under this Request for Proposal (RFP).</p> <p>This limitation shall not apply to third-party claims arising from:</p> <p>Intellectual Property (IP) Infringement Indemnity: The Service Provider's liability for any claim or damages arising from infringement or alleged infringement of third-party intellectual property rights shall not be subject to the above limitation.</p> <p>Bodily Injury, Death, and Property Damage: The Service Provider shall be fully liable for any bodily injury (including death) or damage to real property or tangible property caused by the Service Provider's negligence, fraud, or misrepresentation, or that of its employees, representatives, or subcontractors.</p> <p>Indirect, Consequential, Incidental, or Special Damages: Notwithstanding the above, the Service Provider shall be liable for any indirect, consequential, incidental, or special damages arising under this agreement or purchase order. These types of damages may include, but are not limited to lost profits, loss of business opportunities, loss of use, or other similar damages, even if the Service Provider has been advised of the possibility of such damages.</p>	<p>The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p> <p>Service Provider's aggregate liability under the contract shall not exceed the amount paid to Service Provider by Bank for the services that gives rise to such liability during the twelve month period immediately preceding such claim, be limited to a maximum of the contract value. For the purpose of this section, the contract value at any given point of time means the aggregate value of the purchase orders placed by the Bank on the Service Provider that gave rise to the claim, under this Request for Proposal (RFP).</p> <p>This limitation shall not apply to third-party claims arising from:</p> <p>Intellectual Property (IP) Infringement Indemnity: The Service Provider's liability for any claim or damages arising from infringement or alleged infringement of third-party intellectual property rights shall not be subject to the above limitation.</p> <p>Bodily Injury, Death, and Property Damage: The Service Provider shall be fully liable for any bodily injury (including death) or damage to real property or tangible property caused by the Service Provider's negligence, fraud, or misrepresentation, or that of its employees, representatives, or subcontractors.</p> <p>Indirect, Consequential, Incidental, or Special Damages: Notwithstanding the above, the Service Provider shall <u>not</u> be liable for any indirect, consequential, incidental, or special damages arising under this agreement or purchase order. These types of damages may include, but are not limited to lost profits, loss of business opportunities, loss of use, or other similar damages, even if the Service Provider has been advised of the possibility of such damages.</p>	<p>No Change</p>



	<p>Liability for Subcontractor Practices: The Service Provider shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.</p>	<p>Liability for Subcontractor Practices: The Service Provider shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.</p> <p>Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p>
<p>3119-122</p>	<p>OWNER SHIP AND GRANT OF LICENSES, PATENTS, RIGHTS / INTELLECTUAL PROPERTY RIGHTS</p> <p>a) Ownership and grant of licenses</p> <p>1. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the Bank for all the equipment including Software to be provided as a part of the Project. The equipment including Software can be used at any of the Branches without restriction, but subject to the term and conditions of this Agreement and the Equipment/Software shall be assignable/transferrable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's RFP/ Agreement, the following shall be applicable:</p> <p>a) Such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law.</p> <p>b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.</p> <p>c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the Bank (Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.</p>	<p>a) Ownership and grant of licenses</p> <p>1. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual term based and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the Bank for all the equipment including Software to be provided as a part of the Project. The equipment including Software can be used at any of the Branches without restriction, but subject to the term and conditions of this Agreement and the Equipment/Software shall be assignable/transferrable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:</p> <p>a) Such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law.</p> <p>b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.</p> <p>c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the Bank (Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.</p>



<p>2. Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.</p>	<p>2. Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.</p>
<p>3. Notwithstanding the above, it is hereby agreed that any use of the Hardware/Software under this RFP/Agreement, by the Bidder of the Bank would be considered as the permitted use under this RFP/Agreement. However, such Bidder will not possess any licensing or sub licensing rights of the Hardware/Software and shall only have the right of permitted and limited use of the Hardware/Software to provide services to Bank.</p>	<p>3. Notwithstanding the above, it is hereby agreed that any use of the Hardware/Software under this RFP/Agreement, by the Bidder of the Bank would be considered as the permitted use under this RFP/Agreement. However, such Bidder will not possess any licensing or sub licensing rights of the Hardware/Software and shall only have the right of permitted and limited use of the Hardware/Software to provide services to Bank.</p>
<p>4. The license granted in terms of above mentioned shall specifically include right: To Use: a) To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost b) To use the Program Documentation for purposes of installing or operating the programs and supporting the use of the Software by the Bank; c) To use the technical Training Materials for purposes of supporting user</p>	<p>4. The license granted in terms of above mentioned shall specifically include right: To Use: a) To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost b) To use the Program Documentation for purposes of installing or operating the programs and supporting the use of the Software by the Bank; c) To use the technical Training Materials for purposes of supporting user</p>
<p>To Copy: d) To copy the Software that operates on server systems to support the users of the Bank e) To make additional copies of the Program Material for archival, emergency back-up f) Testing, or disaster recovery purposes; and g) To copy the Program Documentation to support its users</p>	<p>To Copy: d) To copy the Software that operates on server systems to support the users of the Bank e) To make additional copies of the Program Material for archival, emergency back-up f) Testing, or disaster recovery purposes; and g) To copy the Program Documentation to support its users</p>
<p>To work as interface: h) To work with other application software packages at the Bank as interface: i) To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional license charge or fees or expenses.</p>	<p>To work as interface: h) To work with other application software packages at the Bank as interface: i) To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional license charge or fees or expenses to the Bank.</p>



<p>Delivery: j) The Bidder at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.</p>	<p>Delivery: j) The Bidder at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.</p>
<p>5. The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Bidder or its Licensees and be the sole and exclusive property of the Bidder or its Licensees. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Bidder from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Bidder generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.</p>	<p>5. The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Bidder or its Licensees and be the sole and exclusive property of the Bidder or its Licensees. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Bidder from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Bidder generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.</p>
<p>6. Patent Rights / Intellectual Property Rights a. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.</p>	<p>6. Patent Rights / Intellectual Property Rights a. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.</p>



<p>b. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the products or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank :</p>	<p>b. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the products or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank :</p>
<p>i. obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or</p>	<p>i. obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or</p>
<p>ii. modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or</p>	<p>ii. modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or</p>
<p>iii. replace the equipment with a comparable, functionally equivalent and non-infringing product; or</p>	<p>iii. replace the equipment with a comparable, functionally equivalent and non-infringing product; or</p>
<p>iv. refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder will have no liability for any claim of infringement based on (1) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing; (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof</p>	<p>iv. refund to the Bank the amount paid for the infringing equipment subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder will have no liability for any claim of infringement based on (1) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing; (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof</p>
<p>c. The Service Provider further acknowledges that separate agreements may be required with third-party suppliers or OEMs (Original Equipment Manufacturers), either for statutory, licensing, or proprietary reasons, in addition to the Service Provider's obligations for performance under this contract. These agreements, where applicable, will not affect the Service Provider's obligations for providing a complete solution.</p>	<p>c. The Service Provider further acknowledges that separate agreements may be required with third-party suppliers or OEMs (Original Equipment Manufacturers), either for statutory, licensing, or proprietary reasons, in addition to the Service Provider's obligations for performance under this contract. These agreements, where applicable, will not affect the Service Provider's obligations for providing a complete solution.</p>



<p>d. The Service Provider remains responsible for all third-party software and services provided within the scope of the complete solution, including management of any required licenses, rights, and permissions. The Bank's rights to the solution shall remain unaffected by any third-party issues, and the Service Provider will ensure continuity of service and compliance with all intellectual property rights as required under the agreement.</p>	<p>d. The Service Provider remains responsible for all third-party software and services provided within the scope of the complete solution, including management of any required licenses, rights, and permissions. The Bank's rights to the solution shall remain unaffected by any third-party issues, and the Service Provider will ensure continuity of service and compliance with all intellectual property rights as required under the agreement.</p>
<p>e. During the term of the project, and if applicable, during the Reverse Transition Period, the Bank grants the Service Provider the right to use the software, applications, and other licensed solutions, without additional cost, exclusively for the purpose of delivering the services specified in the agreement. This usage right shall cover all necessary components of the solution, including hardware, software, applications, and FM services.</p>	<p>e. During the term of the project, and if applicable, during the Reverse Transition Period, the Bank grants the Service Provider the right to use the software, applications, and other licensed solutions, without additional cost, exclusively for the purpose of delivering the services specified in the agreement. This usage right shall cover all necessary components of the solution, including hardware, software, applications, and FM services.</p>
<p>7. Notwithstanding the provisions of Clause (b) under this article, the Bidder is the prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. The Bidder acknowledges that should the Software provided by the Bidder be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Bidder shall completely be responsible for any infringement actions brought against the Bank even if the Bank would have used the deliverables before the infringement was noticed, legally each such use constituting infringement and the Bidder shall be in breach of the Bidder's warranty and obligation under this Agreement.</p>	<p>7. Notwithstanding the provisions of Clause (b) under this article, the Bidder is the prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. The Bidder acknowledges that should the Software provided by the Bidder be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Bidder shall completely be responsible for any infringement actions brought against the Bank even if the Bank would have used the deliverables before the infringement was noticed, legally each such use constituting infringement and the Bidder shall be in breach of the Bidder's warranty and obligation under this Agreement.</p>
<p>All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.</p>	<p>Subject to Bidder's Proprietary Software and Pre-Existing IP, third party rights and residuals, All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.</p>



	<p>Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.</p>	<p>Bidder's Proprietary Software and Pre-Existing IP. Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Supplier and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder. Bidder Pre-Existing IP. Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Supplier Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverables in which they are incorporated for creating a stand-alone product for marketing to others, (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not) concluding by way of transmission, and/or (c) except as specifically, and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way derive all or attempt to derive all the source code of the Bidder Pre-Existing IP.</p>
<p>Residuals . The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.</p>	<p>Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.</p> <p>Residuals . The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.</p>	

