



## **Request for Proposal (Tender) for Integrated Core Banking Solution for International Operations**

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Central Bank of India with the Bidder. 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 their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary may obtain independent advice. Central Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Central Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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### **Abbreviations**

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

<b>Abbreviations</b>	<b>Description</b>
Bank	Central Bank of India
RFP	Request for Proposal
Bidder/Vendor'	Vendor submitting the proposal in response to this RFP
Contract	'Contract' means the agreement signed by successful bidder and the Bank at the Conclusion of bidding process,
Proposal	'Proposal' means that Technical/Financial proposal
Solution	Solution means Supply, Implementation and Maintenance of end to end Integrated Core Banking Solution for International Operations
EULA	End User License Agreement
DC	Data Centre
DRC	Disaster Recovery Centre
QCBS	Quality and Cost based selection
RTO	Recovery Time Objective
RPO	Recovery Point Objective
TCO	Total Cost of Ownership
UAT	User Acceptance Test
LD	Liquidated Damages
SLA	Service Level Agreement
MAF	Manufacturer Authorization Form
OEM	Original Equipment Manufacturer
LLP	Limited Liability Partnership
ATS	Annual Technical Support
OS	Operating System
KYE	Know Your Employee
MII	Make in India
VAPT	Vulnerability Assessment & Penetration Testing

## **INTRODUCTION**

Central Bank of India, herein after referred to as the “Bank”, is a leading Public Sector Bank established in the year 1911. The Bank was nationalized in the year under Banking Companies (Transfer of Undertakings) Act-1970. The equity shares of the Bank are listed in both Bombay Stock Exchange/National Stock Exchange. The Bank is having its Central Office at ChanderMukhi, Nariman Point, Mumbai– 400021 and its Department of Information Technology at 4<sup>th</sup> Floor, Plot No. 26, Sector 11, Opp. CBD Belapur Railway Station, Navi Mumbai 400614. The Bank has pan India presence through its wide network of 4556 branches, 13 Zonal Offices, 90 Regional Offices & 12694 Banking Correspondent Offices spread across the country as on 30.09.2025.

Central Bank of India is floating a Request for Proposal (RFP/Tender) for selection of service provider, procurement of Integrated Core Banking Solution for International Operations (GIFT City Branch). The offers / Bids are invited from the parties who have qualified as per terms & conditions set out in this document and are presently having requisite capability to meet the scope of work more particularly described in the tender document.

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**Schedule of Events & Bid Details** Ref. No. CO/DIT/2025-26/439

<b>Start Date &amp; Time of issue of RFP of Document Download</b>	15.12.2025 at 11:00 Hours
<b>Date, time and mail-id for submission of pre-bid queries</b>	22.12.2025 by 15:00 Hours Mail-id: <a href="mailto:agmdit@centralbank.bank.in">agmdit@centralbank.bank.in</a> <a href="mailto:cmdit@centralbank.bank.in">cmdit@centralbank.bank.in</a>
<b>Date and time of Pre-bid meeting through VC</b>	23.12.2025 by 15:00 Hours
<b>Last date and time for submission of Bid Document</b>	07.01.2026 by 15:00 Hours
<b>Date and Time of Technical Bid Opening</b>	07.01.2026 at 15:30 Hours
<b>Place of opening of Bids (Online)</b>	<b>Central Bank of India, Department of Information Technology, 4<sup>th</sup> Floor, Opp. CBD Belapur Railway Station, Sector 11, CBD Belapur, Navi Mumbai 400614</b>
<b>Address &amp; Contact Numbers</b>	As above. Tel:(022) – 27582355
<b>Cost of RFP (Non-Refundable)</b>	<b>Rs.5000/- (Rupees Five Thousand only)</b> in the form of Demand Draft/NEFT in favor of Central Bank of India, payable at Mumbai. <b>Account Name:- BUSINESS SUPPORT DEPARTMENT</b> <b>Ac No.1122845035, Type:- Current Account</b> <b>IFSC Code :- CBIN0281067</b>
<b>Earnest Money Deposit</b>	Bid security/ earnest Money of ₹ 40,00,000/- (Rs. Forty Lakh only) in the form of 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 banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no Ref: - CO/DIT/2025-26/439 Date: - 10/12/2025 in favour of “Central Bank Of India” and payable at Mumbai / Navi Mumbai.
<b>Contact details</b>	Interested Bidders are requested to send the email to:- <a href="mailto:agmdit@centralbank.bank.in">agmdit@centralbank.bank.in</a> <a href="mailto:cmdit@centralbank.bank.in">cmdit@centralbank.bank.in</a>  containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

**Note:** Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

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

Pre Bid queries should be submitted in the following format through E-Mail only.

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks

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

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



### 1. Integrity Pact (IP)

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as Annexure-N for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

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

### 2. Objectives of the RFP

Central Bank of India (hereinafter called as “CBI” or “Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations

–Technical Bid & Commercial (Financial) Bid for the Supply, Implementation, Maintenance and Support for Integrated Core Banking Solution for International Operations for a period of 5 years from the date of acceptance of solution by Bank / execution of SLA, in case of satisfactory service contract may be extended for further period of 2 years as mutually agreeable terms & conditions.

### 3. Definitions

- 3.1 ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Central Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 3.2 ‘RFP’ means Request for Proposal prepared by Central Bank of India for Selection of Vendor for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations
- 3.3. ‘Bidder/Vendor’ means a vendor submitting the proposal in response to this RFP, “who meet eligibility criteria given in clause 5 of this RFP”
- 3.4. ‘Contract’ means the agreement signed by successful bidder and the Bank at the Conclusion of bidding process, wherever required. “including all the attachments and appendices thereto and all documents incorporated by reference therein”
- 3.5. ‘Proposal’ means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 3.6. ‘Solution’ means Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations

#### 4. Invitation of Tender Bids

This RFP is an invitation for bidder's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder. The RFP Document can be downloaded from Bank's Website: [www.centralbank.bank.in/](http://www.centralbank.bank.in/) live tender or from e-procurement portal: <https://centralbank.abcpocure.com/EPROC>. The response should be uploaded online at the e-procurement Portal <https://centralbank.abcpocure.com> / EPROC.

#### 5. Eligibility Criteria

Sr	Eligibility of the bidder	Documents to be submitted
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. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate.
3	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
4	The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.
5	The bidder should have made operating profits in at	Copy of audited balance sheet and

	least two financial years out of 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 a positive net worth in two out of last three financial (i.e. 2022-23, 2023-24 and 2024-25)	Copy of audited balance sheet and Certificate of the Chartered Accountant for last three FY.
7	The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Bank as on date of RFP.	Copy of Purchase Order OR Credential letter Copy of Sign off document OR Copy of Sign off document.
8	The Bidder should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head
9	At the time of bidding, the Bidder/OEM should not have been blacklisted / debarred by any Government offices / 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 self-declaration on Company's letter head
10	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head
11	Bidder/OEM should not have <ul style="list-style-type: none"> <li>• NPA with any Bank in India / financial institutions.</li> <li>• 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.</li> </ul>	Submit the self-declaration on Company's letter head
12	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.	Submit the self-declaration on Company's letter head
13	Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of	MAF should be submitted

OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered	
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Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

The participating bidders are required to submit unambiguous documentary evidence, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

## 6. Broad Scope of Integrated Core Banking Solution for International Operations

<b>1. Base Application</b>	
<b>1.1 Access Control</b>	
	· User & Role Maintenance, Access Control, 2 <sup>nd</sup> Factor Authentication (Biometric / OTP / Single Sign On)
<b>1.2 Functional Components</b>	
	· Customer Master / Maintenance (Basic details, identification information and other regulatory / statutory requirements for Retail and Corporate customers)
	· Interest Rate Maintenance - Fixed / Floating / Negotiated
	· Currency Setups (Base currency – USD)
	· Cross Currency Setups for major currencies (GBP, EURO, JPY, AUD, CAD, CHF, SGD)
	· Accounting as per IFSCA guidelines
	· Local Currency (INR) setup for administrative purpose
	· Tax Maintenance
	· Exchange Rates Maintenance
	· Fee & Charges
	· Signature Verification System

<b>2. Retail Banking</b>	
<b>2.1 Deposits (multi-currency setup for each product)</b>	
	· Savings Accounts
	· Current Accounts
	· Interest bearing Current Accounts
	· Fixed / Term Deposit Accounts
<b>2.2 Lending (multi-currency setup for each product)</b>	
	· Foreign Currency Term Loan / Demand Loan (FCTL, FCDL) having option of rollover facility
	· Overdrafts Accounts
	· Limits and Collaterals
<b>3. Corporate Banking</b>	
<b>3.1 Deposits (multi-currency setup for each product)</b>	
	· Savings Accounts
	· Current Accounts
	· Interest bearing Current Accounts
	· Fixed / Term Deposit Accounts
<b>3.2 Lending (multi-currency setup for each product)</b>	
	· Limits and Collaterals
	o External Commercial Borrowings (ECB)
	o Foreign Currency Term Loan / Demand Loan (FCTL, FCDL) having option of rollover facility
	o Loans syndication
	o Overdrafts Accounts
	o Remittances
	o Buyers / Suppliers Credits
	o Import / Export LC advising / issuance / collection
	o BG / SBLC – issuance
	o Factoring / Forfaiting
	o Forward Contracts
	o Foreign Bills purchase / discounting / negotiation
	o Pre-shipment Loan (Packing Credit)
	o RA Finance
<b>4. Monitoring of Assets - NPA / SMA Management</b>	
	· System should be capable of changing parameters as and when required based on regulatory requirements
	· Customer wise / Account wise maintenance
<b>5. Treasury Products</b>	
<b>5.1 Forex</b>	
	· FX – Cash, TOM, SPOT
	· FX – Forwards

	· FX – Swaps
	· Currency – Swaps
	· Bullion Trading and Clearing (Through IIBX Platform)
	· NDF / LTFX
	· Other features –
	o Trade Capture from Trading platform
	o Deals – Creation / Modification
	o FX position and P&L keeping
	o Trade / MTM / P&L Accounting
	o PV Based valuation and discounting of Forwards
	o MTM valuation, Booking of P&L, Unrealised Gain / Loss
<b>5.2 Money Market</b>	
	· Call / Notice
	· Fixed Term
	· Discounted Products
	· Trades – Borrowings / Placement
	· Other features -
	o Trade Capture from Trading platform
	o Deals – Creation / Modification / Event Processing
	o Trade Confirmation / Matching
	o Settlement
	o Interest / Profit application – Simple / Compounding
	o Other standard practices
<b>6. Investments</b>	
	· Fixed Income
	· Government Securities
	· T-Bills
	· Discounted / Zero coupon Bonds
	· Certificate of Deposits
	· Commercial Papers
	· Equity Shares
	· Medium Term Notes (MTNs)
	· Others
	o Trade Capture from Trading platform
	o Deals – Creation / Modification
	o Interest Rate
	o Fees / Charges
	o Standard Settlement Instructions (SSI)
	o Securities Administration
	o Accounting – MTM / Amortized cost
	o Corporate Actions
	o MTM Valuation

<b>7. Remittances</b>	
	· SWIFT – Integration with Bank’s existing SWIFT application with all the applicable SWIFT message types including all messages related to treasury (Forex and Money Market)
	· Clearing (DD, BC, PO) - Integration with Foreign Currency Settlement System (FCSS)
<b>8. Interactive information exchange service and Transactional service</b>	
	· Digital Banking Facility in compliance with extant IFSCA guidelines
	· Customer Web Portal / Integration with Bank’s existing Customer Web Portal
<b>9. MIS Reports</b>	
	· Statutory / Regulatory Reporting as per RBI / IFSCA / GOI guidelines
	· Daily reporting to parent Bank / integration with parent Bank’s system
	· Any modification in existing / requirement of additional reports by regulators
<b>10. Additional Facilities Requirement</b>	
	· Negotiated Interest Setup
	· Flexibility to add any new product (Deposit / Loan / Treasury)
	· Periodical alerts to Bank / Customer
	· ARR handling
	· Revaluation Accounting of various currencies (USD, INR etc.)
<b>11. Integration with other existing systems of the Parent Bank / IBU</b>	
	· Core Banking Solution
	· Syncing of General Ledgers of IBU with Parent CBS
	· With Exchanges in IBU
	· SWIFT
	· SWIFT exchange platform
	· Parent Bank’s EFRMS System
	· Documents Management Solution (DMS) in Parent Bank
	· Video Based Customer Identification Process (V-CIP)
	· Any other system as per Bank’s requirement
	· as per IFSCA/ IDPMS/ EDPMS
	· Mail Confirmations to customers of all the transactions (Mail Messaging Solutions).
	· Feedback Form
	· SWIFT Message.



	· FCSS Foreign Currency Settlement System
<b>12. Reconciliation</b>	
	• Reconciliation of Nostro / Vostro and Mirror Accounts of all currencies as per regulatory guidelines.

## 7. IT Support and Scope

- 7.1. The offered solution should be compatible with on-premises / Bank's VM Environment.
- 7.2. The solution would be implemented at Bank's Primary Site (Mumbai) and DR site (Hyderabad).
- 7.3. The application should be sized for Active-Active cluster at DC & Active-Active cluster at DR.  
The proposed solution should also provide for real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before without any data loss. All system components (Hardware/Software) should be sized in such a manner that the maximum utilization for the current level of Users is 70%. Bidder shall maintain the 70% utilization level of Hardware & Software throughout the period of contract.
- 7.4. System should support single sign on and windows active directory with biometric as 2<sup>nd</sup> factor authentication.
- 7.5. Vendor has to support for Operating System and Database along with the application during the entire contract period of 5 years.
- 7.6. System should have capabilities to integrate with CBS, Treasury Application, Biometric Authentication System, Aadhaar Vault, FTM / CP4I, TDS module etc.
- 7.7. Availability of web services / API for providing integration with Bank's other applications through Bank's own sites i.e. Bank's website, Internet banking site and any integration requirement with Government / regulatory authorities during the contract period with no extra cost to Bank. Some of the integrations listed below but not exhaustive are: -
  1. CBS
  2. Payment Systems
  3. Treasury
  4. Trade Finance
  5. SWIFT

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

- 7.8. Bidder / OEM also needs to ensure that onsite support from the OEM during the period of deployment. Also to ensure necessary training and knowledge transfer to onsite support resources and Bank officials.
- 7.9. Necessary proof for the tie-up arrangements with the OEMs to be provided to Bank. The bidder has to implement the setup and solution at both DC and DR sites as per the Bank's requirement.
- 7.10. The bidder has to ensure on-site support for resolving on day-to-day basis, including re-installation of required software for the proposed solution, during warranty and ATS (Annual Technical Support) period or such other extended period as per the contract terms.
- 7.11. Bidder should upgrade the solution and other related software version whenever new version will be released or any changes notified by the Regulatory Authority without any cost to the Bank during the contract period including ATS etc.



- 7.12. All the parts of items delivered for the proposed solution as per specification mentioned in this RFP should be covered under comprehensive warranty / ATS except consumables. If there is any gap between Bank's requirement and OEM during implementation of Project/Warranty/ATS then it will be the responsibility of bidder to fill up the gap on time without any extra cost to Bank.
- 7.13. **SUPPORT FOR Operating System (OS):** -Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.
- 7.14. **SUPPORT FOR Database (DB):** - Bidder has to maintain Date Base, patch management activity and other configuration on DB & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.
- 7.15. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with the findings of CISO/SOC/VAPT/IS/Vendor Audit observation/ recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source code/certification shall be conducted/obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year.
- 7.16. Bidder has to guarantee minimum uptime of more than 99.9% and should be ready to execute service level agreement for the same.
- 7.17. The Bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.
- 7.18. The major responsibility of the bidder is supplying, installing/ re-installing and maintenance of related solution along with its related other software at Bank's Primary site (Mumbai) and Disaster Recovery Site (Hyderabad). The scope covers end to end installation of whole setup and making them operational, imparting training on the same to Bank officials by OEMs.
- 7.19. Technical and functional documentation of the entire project should be submitted to Bank in Printed Book Format as well as soft copy also (DVD etc.)
- 7.20. Bidder has to arrange for providing training by OEMs to the bank officials for day-to-day maintenance of proposed solution.
- 7.21. The bidder shall provide perpetual/subscription licenses for all software components proposed in the solution and should be in name of Bank. The software licenses proposed for proposed solution should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future.
- 7.22. The proposed solution must include all the software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section. Activities must cover whatever is necessary to build the solution, deliver, train, and support Bank personnel for the period of the contract.
- 7.23. Periodic reporting as per the requirements stipulated in this document, as well as Bank policies and guidelines issued from time to time are included in the scope.
- 7.24. Web-based dashboards with continuous real-time / near real-time status updates as well as relevant statistics in the bank's required form and other reporting requirements are also included in the scope. Issue Management responsibilities include establishment of a web-based collaborative issue management tool wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed effectively.

- 7.25. The proposed solution must be under single point of contact from OEM comprising of software, backup solution etc.
- 7.26. The bidder shall propose support & subscription services from the OEM with unlimited number of onsite support requests, access to product updates/upgrades and 24x7 supports for Severity Level - 1 issues.
- 7.27. The bidder shall propose Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices.
- 7.28. Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.
- 7.29. Qualification Criteria for Resources.

S. No.	Engineer Description	Qualification	Experience
1	L-1	BE/Btech/MCA/Bachelor's degree + Engineering Diploma in Computers or related fields.	Minimum 1 years of relevant experience
2	L-2	BE/Btech/MCA/Bachelor's degree + Engineering Diploma in Computers or related fields.	Minimum 3 years of relevant experience***
3	L-3	BE/Btech/MCA/Bachelor's degree + Engineering Diploma in Computers or related fields.	Minimum 5 years of relevant experience

**\*\*\* Bank would consider a leeway of 6 months and consider 2.5 years' experience for suitable candidates as per evaluation**

If L2 resources is not available, till the time L2 resources is on boarded, if bidder can provide L1 resource in leu of L2 at the rate of L1 (subject to maximum cap of 30% in the respective module) and the same will be utilized for their monthly payouts by bank.

In future, if Bank proposes taking over some activities from bidder fully or partially as and when found feasible by bank and in such an event, bank will communicate to the bidder at-least 3 months in advance. The bidder has to support bank personal with proper knowledge transfer, training and guidance of the activities in take over process.

Data Dictionary is one of the critical aspects of the project and is required for various Reporting, RBI Audit, other audits and Compliance purpose. The bidder has to share the data Dictionary of project with the Bank.

- 7.30. The bidder shall provide L1 onsite resources from 08.00 AM to 10.00 PM (two shift), L2 and L3 onsite resources from 10.00 AM to 7.00 PM for Integrated Core Banking Solution for International Operations.
- 7.31. The timing may be changed at bank's discretion. Also, during the implementation phase, testing, planned activity and emergency period, resources may have to work 24x7 depending upon the Bank requirement.
- 7.32. The onsite resource will manage and monitor the proposed solution for day to day activity. Daily backup of the proposed solution and restoration of the same as per Bank's policy is also the responsibility of L1 / L2 resources. Role and responsibilities of resources are mentioned in point no. 13.
- 7.33. The successful bidder has to provide the educational as well as background verification and

experience certificate of the onsite resources to Bank. Appointment of onsite resource should be based on approval from Bank after interviewing resources before deploying at Bank's site.

- 7.34. The successful bidder should carry out any modifications, changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same.
- 7.35. Bidder must have escrow agreement with bank (Central Bank of India) as one of the party for all Be spoke Development & customized codes including sub-contractor/partner-owned materials and other Third Party Material incorporated in Bidder's Proprietary Material
- 7.36. In case of setting-up of additional setup / Branches as per Regulatory guidelines / Bank's business requirement, if any, the Bidder has to provide extra resource support as per the agreed resource cost in this RFP.

## 8. Infrastructure

### Hardware & Network - General assumptions for HW SIZING:

- Projected Account / Customer base in next 5 years' time – 5000
- Projected Transaction per Branch per day – 500 numbers

Latest Hardware infrastructure will be provided by Bank, and the application will be implemented in Bank's VM. The details of Hardware / Infrastructure sizing are mentioned in Annexure-L.

The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the projected volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years).

Proper justification for proposing the specified sizing shall be submitted by the bidder. The proposed solution should be capable of maintaining data of at least 10 years in live environment and should be accessible through the application. Thereafter the system shall provide purging & archival of data.

The response time at server end shall be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.9% and response time < 3 second), Penalty clause as mentioned in RFP and SLA will be applicable.

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

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

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

All software components of the solution will be for bank's VM based such as Application/Web App/Backup/Archival.

The bill of material must contain the information sought in Annexure-F & G.

Software bill of material must contain the information sought in Annexure-X.

The proposed solution shall be hosted on Bank's VM in Red Hat Linux 9 or higher / Windows Server 2022 or higher. However, the selected bidder must complete Installation, Configuration, Customization, Maintenance and Support of proposed Solutions.

The bidder will have to configure and maintain Operating System, Database and Application Software either provided by him or Bank during the contract period.

The bidder must submit the infrastructure requirement for the implementation of proposed Solutions to the Bank. Bank is having EULA arrangement for Oracle and having OS licenses for Windows Server 2022 and above. Accordingly, if the database proposed by the vendor is Oracle and OS is Windows Server 2022 and higher no cost is to be mentioned / included in the Bid but bidder need to arrange for support of Oracle database and OS. However, the license requirement should be clearly mentioned separately in the technical offer/document. Bidder has to configure and maintain database during contract period.

Oracle licenses will be provided by Bank, however implementation will be done by bidder. If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO. Similarly, bidder has to configure and maintain OS during contract period. Licenses will be provided by Bank, however implementation will be done by bidder. If the proposed OS is other than Windows, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO. The Bidder should comply with regulatory guidelines specified by RBI / Government of India / State Governments or any statutory Body for the proposed solution from time to time.

Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with the findings of CISO/SOC/VAPT/IS/Vendor Audit observation/ recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source code/certification shall be conducted / obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year.

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

**SUPPORT FOR Database (DB):-** Bidder has to maintain Date Base, patch management activity and other configuration on DB & its related software, etc., (which is provided under

this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.

The Bidder must ensure that the proposed products / services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008), Payment and Settlement Systems Act 2007, **Reserve Bank of India directions on outsourcing of Information Technology Services 2023** and any amendments thereof as applicable. The Bidder must submit a self-declaration to this effect."

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Digital Personal Data Protection Act, 2023 Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

Accordingly, eligible vendors are invited to provide their solution by participating in the RFP process. The solution should be complete with perpetual / enterprise level product licenses, related Software, and Services for a period of 5 years. (TCO is for five Years)

## 9. Software Maintenance & Support Services during Warranty & AMC

- Software Maintenance & Support Services contemplated herein, should be provided for all licensed software implemented in scope of RFP. The Bidder is required to render both on-site and off-site maintenance and support services to the Bank from DC, DR, for all the designated locations.
- The Bidder is required to provide remote troubleshooting/customer support mechanism from any single location like Central Office of the Bank or from all the Zonal Offices of the Bank or through web-based methodology from DC and DR. The maintenance and support services should be provided from the DC and DR.
- Maintenance and Support Services should cover all product upgrades, modifications, enhancements that must be provided to the Bank as per terms /OEM policies
- Product upgrades – The Bidder should be responsible for the support of all in-scope software throughout the tenure of the contract,
- If the product is declared End of Support by the OEM. For any reason, if Bidder is unable to resolve any issue arising from the declaration of End of Support by the OEM., Bidder should upgrade the respective product to the latest version of the product from the same OEM with no extra cost to the Bank.
- Enhancements / customizations in the software due to mandatory (statutory and regulatory) requirements need to be provided by Bidder at no extra cost to the Bank.
- For Enhancements/customizations which would include changes up to 5 man days needs to be done at no extra cost to the Bank.
- In case of Enhancements/customizations where changes of more than 5 man days are involved, Bidder & Bank should mutually arrive at the effort estimate and Bank should use the approved rate card based on FPA. Bidder is required to submit the rate card / **per Man day rate** with the Bill of Material. Same rate card will be applicable throughout the tenure of the contract. Bidder is required to provide regular patch management services as per the



Bank's patch management policy throughout the tenure of contract. The customization effort rate card will be applicable for customizations in Integrated Banking Solution (GBP/TRADE/TREASURY) for International Operations.

- For any customization requirement, Bidder & Bank should mutually arrive at the effort estimate based on FPA mechanism and Bank should use the rate card provided by Bidder in the commercial bid for any mutually agreed payouts.
- Bidder is required to ensure that any future upgrades, modifications or enhancements should not affect the current working of the licensed software, and all current **functionalities** should be migrated to the new / enhanced version. Bidder shall implement the new/enhanced version and that the Bank will bear no cost for migrating the existing functionality to the new / enhanced version **including** global banking platform and omnichannel.
- Bidder is required to apply regular patches, as per the Bank's patch management policy to the in scope licensed software including the operating system, databases and other applications as released by the OEM's, for which the Bank will bear no additional costs. BIDDER is required to ensure that the business of the Bank will not be affected adversely as a result of any new releases, enhancements, patches, etc.
- BIDDER is required to meet the service levels as specified in this scope of work document.
- BIDDER is required to maintain the in-scope IT infrastructure for all the components implemented under this agreement.
- BIDDER is required to ensure prompt receipt, analysis and resolution of reported deficiencies in the operation of the software and supply of information and advice on such deficiencies.
- BIDDER is required to provide remedial support in case the software media is virus-inflicted, at no additional cost or fees or expenses to the Bank
- BIDDER is required to provide un-scheduled, on call, corrective and remedial maintenance and support services at DC, DR, **GIFT City Branch** and **any other mutually agreed** locations for in-scope equipment.
- For providing enhancements, BIDDER is required to provide changes to the in-scope licensed software, which are of software fine-tuning in nature
- For providing Program Errors correction for in-scope software:  
 BIDDER is required to use its best efforts in remedying any program error. All program errors are required to be reported in accordance with the procedure prescribed in respect thereof and should be accompanied by sufficient information including the input data that generated the program error so as to enable BIDDER to reproduce and verify the reported program error. On receipt of request together with all such information and data, BIDDER is required to use all-out efforts, consistent with the severity of the program error, to remedy such program error which is within the purview of the system logic, that it has been able to reproduce and verify. Such remedies may include providing instructions to the Bank to cure the program error or delivering updates at no additional cost. BIDDER is required to remedy any or all program errors that are reported.
- In the event, BIDDER determines that the error reported/problem notified in the support request is not a Program Error, it shall advise the Bank whether it can correct or assist in resolving such error/problem on a best effort basis.
- All requests for enhancements that may be required by the Bank should be made in accordance with the mutually agreed procedures **established** by the Bank & BIDDER in this regard.
- BIDDER is required to rectify any corruption in the application software or media at no

extra cost to the Bank.

- BIDDER is required to ensure almost 'nil' downtime of licensed software, prompt execution of customization and enhancement requirements, version control mechanism and also, to develop smooth upgrades and version changes and feedback mechanism.
- BIDDER is required to ensure that licensed software support will include specifically the update, upgrade, (as per OEM policies) technical guidance on usage of features and functionality, problem solving and troubleshooting including operational errors/bug fixation, rectification of bugs, enabling features of the licensed software already provided exclusive of new software licenses, providing additional user controlled reports, enabling parameterized features, future product information, migration path details and consultancy.
- BIDDER is required to ensure that the support will be rendered in person in the normal course and in emergencies, support will be extended through telephone and email and that such instances should be an exception.

#### Obligation of BIDDER:

In the course of rendering the aforesaid Software Maintenance & Support services, BIDDER should be responsible for the following:

- BIDDER should render both on-site and off-site maintenance, support services to the Bank at DC/DR/NS and agreed locations.
- The Software Maintenance and Support Services should be provided from DC.
- BIDDER should assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- BIDDER should designate one of its personnel as the Project Manager, to interact with the designated Customer Support contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- BIDDER should exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- BIDDER should have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost.

In the event that any person engaged/deputed/deployed for rendering services, is, either;

- a) No longer available by reason of resignation or termination or the like; or
  - b) Unable to render satisfactory services; or
  - c) Not acceptable to the Bank by reason of any misconduct or non-performance on the part of such person
- BIDDER should use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced person at its own cost. BIDDER should, in the discharge of its obligations, use all reasonable endeavors to minimize changes in personnel.
  - BIDDER should respect the confidentiality of all information given to it by the Bank and should not divulge such information to any third party or other units without the consent of the Bank.
  - BIDDER should impart to the authorized employees of the Bank, additional technical and/or user training in respect of any corrected licensed software provided or change in architecture, if required by the Bank.
  - BIDDER should promptly install/implement the corrected licensed software and/or maintenance releases provided at the Designated Location(s) of the Bank at no additional cost or fees or expenses.
  - BIDDER should undertake regular preventive maintenance of the licensed software supplied by BIDDER.

- All bug fixations/modifications/enhancements relating to the BIDDER (OEM) licensed software supplied by BIDDER should be done by BIDDER in a time bound manner. BIDDER should fix bugs of critical nature within 5 working days of reporting full details on high priority and work around solutions should be given immediately. BIDDER should fix the non-critical bugs within a period of 7 working days from the date of reporting. BIDDER should adopt a common, smooth, timely, effective and satisfactory bug/enhancement handling mechanism. BIDDER is required to ensure that errors arising due to bug in the licensed software should be addressed as per the timelines to avoid alleged misuse, improper use, alteration or damage by users. If BIDDER fails to fix bugs, provide the modifications / enhancements / customization as required by the Bank as per the terms and conditions of this tender and to meet the services level agreements, Bank will have a right to levy penalty as per Section 6

#### **Obligations of the Bank:**

The Bank shall be responsible for the following:

- The Bank shall designate a Customer Support Contact for each designated location who shall be a single point-of-contact between the Bank and BIDDER for all communication in connection with the provision of Maintenance and Support Services. The Parties also agree that all interaction and communication between the Parties for the purposes of this tender shall take place through the Customer Support Contact designated by the Bank.
- BIDDER should not incorporate any direct input received from the named users, unless expressly ratified by the Customer Support Contact of the Bank in writing.
- The Bank shall ensure that all requests for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform to the formats agreed upon from time to time.
- The Bank shall give BIDDER and its personnel physical access to the Support Location, and the designated hardware & equipment to enable BIDDER to provide the Maintenance & Support Services.

### **10. Penalty**

#### **10.1 Implementation**

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.

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

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

#### **10.2 System Availability**

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

- Performance for availability service level default would be measured on monthly basis.



- “Scheduled operation time” means the scheduled operating hours of the system for the year. All planned downtime would be deducted from the total operation time for the year to give the scheduled operation time.
- “System downtime” subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time Bank and / or its customers log a call with Bidder’s help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.
- Bank has critical and key infrastructure of DC and DRC to be monitored on a 24\*7 basis.
- Uptime will be for each individual server.
- If any one or more of the proposed components at DC and DRC are down resulting in non-availability of Application, then downtime will be calculated as mentioned in the below section.

### 10.3 Uptime Requirements

Service Provider is required to adhere to the Service Level Agreement (SLA) as mentioned below for the operations phase otherwise penalty shall be levied as given hereunder. Service Provider will take total responsibility for the fault free operation after assigning the ATS for the Solution during the contract period.

In the event of a system failure causing service unavailability due to system / application software problems, the identified defect should be promptly attended to and fixed within 2 hours. SLA will be calculated on monthly basis. Application availability will be 99.90% on 24 x 7 x 365. The penalty will be calculated due to non-availability of application, during entire tenure of 5 years of project including warranty period will be deducted from any subsequent payment to be made to Service Provider. Penalty due to non-availability of application during AMC/ATS period will be deducted from AMC/ATS payment.

#### Penalty Calculation example: -

1. Software & implementation Cost will be applicable as Hardware will be provided by Bank during the period of entire tenure of the project of 5 years.
2. In case if the ATS Cost is not quoted for an individual item by Bidder, in such case, the monthly ATS cost of application will be considered (Monthly ATS Cost = Total ATS for 5 Years for all components /60 months)
3. Services Means, Implementation Service, AMC Services, ATS Services and FM Services

The corresponding cost to the components is mentioned in Commercials provided by the Bidder.

#### a) Example 1

Assume for a particular service level requirement (e.g., Availability of Critical Business Infrastructure), the Service level achieved is (1st month=96%, 2nd month=97% and 3rd month=98%) and the minimum service level is 99.9%. During a Service Assessment period, software supplied by the Bidder achieves the following service levels:

Q1		
M1	M2	M3
96%	97%	98%

Total Cost of Product and Services ~ Rs.10,00,00,000 (Approx. Value)

Total Monthly cost of Product & Services ~ 10,00,00,000/60

~ 1666667 / Month

The Availability Service Credit due to the Bank would be computed for a Quarter as follows:

Availability Service Credit for a quarter = M1+M2+M3

Monthly Service Level Default	=	M1 = 99.9 - 96 = 3.9
Monthly Service level Credit	=	3.5% x 1666667
		= 6500001.3 INR

Monthly Service Level Default	=	M2 = 99.9 - 97 = 2.9
Monthly Service level Credit	=	2.5% x 1666667
		= 4833334.3 INR

Monthly Service Level Default	=	M3 = 99.9 - 98 = 1.9
Monthly Service level Credit	=	1.5% x 1666667
		= 3166667.3 INR

Availability Service Credit for a quarter (Q1) = M1+M2+M3

= 14500002.9 INR

#### 10.4 Resource Availability

The Bidder has to deploy onsite resource from the day one of Go – Live date for Facility Management, failing which penalty @ 2% of monthly OTS (Onsite Technical Support) cost for each day per resource, would be deducted from any future payment due.

In the absence of the resource during the entire tenure of project, suitable replacement is to be provided on immediate basis, failing which penalty @ 2% of monthly OTS (Onsite Technical Support) cost for each day per resource, would be deducted from any future payment due.

### 11. Disaster Recovery Setup

Bidder is required to establish the Disaster Recovery (DR) set up for the proposed solution at Hyderabad. DR set up will be mirror image / replica of the Primary setup. The Data replication shall happen from Primary site to DR site.

Bidder is also required to conduct at least one DR drill in a quarter. The DR site must be up and running within 2 hours of any disruption / disaster at primary site. In case DR site is not operational within 2 hours of disruption/disaster at primary site penalty will be levied @ 1% at total AMC / ATS cost per hour or part thereof subject to 10% total Annual maintenance support cost for the particular year.

## 12. Onsite support & maintenance (Onsite Resource)

The Bidder is required to propose the resource team strength details like L1, L2, L3 for smooth functioning of proposed solution during the entire contract period of 5 years. The bidder has to submit proposed team profile in Annexure-V format.

Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years.

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

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

Implementation team of the bidder should be well versed with the product features and Functionalities available in the product. OEM Team should be available onsite at Bank's premises during the implementation period till go live. All the available functionalities should be properly demonstrated to the Bank's team and configured in such a manner so as to ensure optimal utilization of all the available product features.

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

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

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

Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon selected vendor.

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

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

Payment will be released on quarterly basis within in 30 days after completion of each quarter against invoice raised and after verification with attendance register maintained in Bank.

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

### **13. Role and Responsibilities of Onsite Resources**

Detailed Scope of L1 / L2 & Roles and responsibility of the resources

#### **Roles and Responsibility of Level 1 (L1) Resource**

- The L1 resource will be responsible for resolution of day-to-day operational issues assigned to it by the complaint portal/Bank. The resource will coordinate with the Bank SPOCs/Bank empaneled /on-boarded vendor to resolve the issue.
- The L1 resource will resolve the ticket as per the TAT defined for the ticket.

- Categorization of requests into functional clarification, bug or change request and route the ticket to the right team (L1, L2 or L3).
- Proposed application and interfaces monitoring (FCSS, Online Banking, Mobile Banking, Treasury UPI, NPCI etc) will also be the responsibility of the resource.
- The L1 resource will escalate / assign unresolved issues to L2 helpdesk and follow up for resolution for the same.
- The L1 resource will be responsible for the testing of proposed application with various interacting stakeholders to ascertain that the proposed application is functioning well, and all parameters are ok.
- L1 support team will be responsible for first level of trouble shooting for all the applications. The troubleshooting will be inclusive of but not limited to Batch Jobs, Production Downtime, Env Issues, Performance issues, integration issues.
- L1 resource also has the responsibility to provide the solution to end users after taking the same from L2 team and close the call with appropriate comments.
- The L1 resource will provide the support in DR drills of proposed application, or any drill exercise conducted by Bank with other integrating application.
- Bank shall align L1 resource on 24X 7 shifts to maintain the proposed application.
- The L1 resource will also be given responsibilities of proposed application customization, upgradation and enhancements related to performance and new products. This will be carried out in coordination with L2 and L3 resources depending on the complexity of developments.
- The L1 resource will be responsible for ad hoc data extraction from proposed application on case-to-case basis.
- Managing proposed application services during periodical DR drills exercises of Bank.
- Troubleshooting of production / non-production issues related to login and other applications.
- Offline support to Bank queries.
- Patch deployment and sanity testing of applications and ensuring the functioning post patch deployment.
- Monitoring of application services of Production/Non-Prod environment.
- Proactive Production, Pre-Prod, Non-Prod monitoring, real time support and responding to alerts generated by monitoring tool(s) provided by the Bank for all the in-scope applications by taking proactive remedial action with proper approval and laid down process.
- Maintaining application syncing between all environments as desired.
- Enhanced Support during Annual closing exercise.
- Monitoring of all kinds of application related alerts generated from monitoring solutions.
- Support, log, categorize, prioritize, track and route
  - Incidents reported by users
  - Alarms raised by monitoring tools. Raise ticket and investigate if utilization cross threshold values.)
  - Escalate as per SLA to L2 & L3 as appropriate
  - Follow documented escalation process approved by the bank.
- Receive issue tickets related to proposed application in ServiceDesk from Branches and resolve the tickets within SLA defined by Bank for type of tickets.
- Publish status of tickets on a periodic basis.
- Escalation to Level-2 & Level-3 based on severity.
- Generation of logs/data as required by L2/L3 teams.

- Interaction with Application OEMs for problem analysis and sharing the required details along with the L2 / Bank team.
- L1 engineer shall forward the issues requiring backend support and are not feasible to resolve through application frontend shall be forwarded to L2 team.
- L1 engineer shall follow-up with L2 team to get the issues resolved within TAT and shall escalate any dispute to Bank's Application team.
- Taking necessary approvals for the owners/Service Managers.
- Closing the incident ticket upon confirmation from the requestor.
- Understanding of the Bank Quality compliance processes. Ensure security compliance as per Bank's policy and should be answerable to any kind of regulatory audits.

### **Roles and Responsibility of Level 2 (L2) Resource**

- The bidder will provide the L2 resource as per the experience mentioned in the RFP.
- The L2 resource will be responsible to the resolution of call assigned to it directly by the Bank officials/customer complaint portal/tickets escalated from L1 resource.
- The L2 resource will be responsible for maintenance of the proposed application and its various operational procedures (inclusive of but not limited to Scheme creation, Exception Management, Charge maintenance, Interest Maintenance, Batch Job creation, Batch Job execution, reports monitoring).
- The L2 resource will be responsible for all the work escalated by L1 resource or any task that is left unfinished by L1 resource.
- It will be the responsibility of the L2 resource to get directly involved in the tickets where more than 50% users are impacted or where major incident happens, or any integrated application is completely down/unable to perform transaction due to proposed application related issues.
- The L2 resource will be responsible to get involved in problem tickets and carry out necessary changes in proposed system to resolve those tickets.
- The L2 resource will provide support/ in troubleshooting issues in the various integrated modules like FCSS, UPI, AEPS etc from the CBS perspective.
- The L2 resource will be responsible for providing various reports/data from proposed application if required by various user department for uploading of data to various agencies or required for various settlement or recon processes.
- It will be responsibility of the L2 resource to prepare various documents required like change request, process document, operation manuals etc. of the proposed application.
- The L2 resource would be responsible for resolving any technical issues faced by UAT, SIT team.
- It is responsibility of the L2 resource for creation/modification/deletion of application user as per the requirement of the Bank. Also, to maintain records and provide it to Bank SPOC whenever needed.
- It is responsibility of the L2 resource to support all internal and external interfaces in Core Banking Solution (FCSS, ABC channels, FI etc.) and needs to do troubleshooting, customization, upgradation etc. at proposed application end for smooth functioning of day-to-day operations of the Bank.
- L2 resource will be responsible for conducting the DR drill as per the requirements of the Bank.
- The L2 resource will provide support in various routine activities inclusive of but not limited to EOD, EOM, EOQ, EOY, interest run and Mock run etc.
- It is responsibility of the L2 resource to fine tune the application in such a way that its



performance does not have any impact during the peak business time. However, L2 resource will not be responsible for the slowness of application due to hardware limitations.

- It is responsibility of the L2 resource to schedule all jobs and maintain records of all scheduled jobs.
- It is responsibility of the L2 resource to prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
  - Problems which have resulted in complete service disruptions or downtime.
  - Critical production issues such as but not limited to incorrect interest application in majority of the accounts, frauds done using the system, inconsistent accounting or system behaviour, proposed application-level failures in integration applications
  - Data corruptions and reports related issues.
  - Batch job failures and inconsistent behaviour of batch jobs.
- The L2 resource will be responsible for creation of new and modifications to existing scripts, reports, MRT, JSP, API or any other scripts due to errors /technical faults, as required from time to time in consultation with Bank.
- It is responsibility of the L2 resource to raise the ticket with application OEM for resolution of the incidents/support which comes under the ambit of application OEM.
- It is responsibility of the L2 resource to install the application on the new (or any other) hardware procured by the Bank.
- Bank at its own discretion shall align L2 resources 16x6 in shifts.
- It is responsibility of the L2 resource to carry out customizations/alterations as directed by regulators from time to time in consultation with Bank.
- It is responsibility of the L2 resource to block the user account/particular transaction/disable the account as per the request received from competent authority.
- In addition to the above, the L2 resource will liaise with database and infra teams for routing maintenance, space allocation, backup, restoration, upgradation etc.
- The L2 resource will also be responsible for converting internal existing APIs to web services or any other forms for exposing them to third parties.
- New environment creation, configuration and administration for the in-scope applications.
- Re-configuring of various services of Applications in scope.
- Identifying the issue and routing it to concerned team managed by Bank or Bank's Service Provider.
- Performance tuning and troubleshooting.
- Management, Configuration and set up through Data Center tester.
- Changing security certificates within the application as and when required.
- Co-coordinating with WAS and/or DB team to make changes at WAS level as per recommendations of alert & monitoring applications.
- Configuring new CBC sections as per requirement (third party integration)
- Debugging frequent errors due to FI and Connect 24 and providing a permanent solution wherever possible.
- Implementing security requirements in new setup.
- Customizations support for APIs.
- Manage incidents raised by L1 engineers
- Expected to escalate to L3 when issue cannot be resolved within agreed timelines
- Follow documented escalation process
- Coordination with internal and OEM partners for incident resolution
- Documentation of Changes and upkeep architecture documents to latest versions.

- Continuous improvement / Reduction of incidents
  - Providing simple SQL extracts on need basis
  - Simulate EOM / EOQ / EOY in UAT before the actual run to anticipate the issues during the actual run.
  - Do a second level analysis like simulation of the issue / troubleshooting / Suggestion of Workarounds to Bank and provide solution for issues either permanently or through work around in conformance with Bank processes and standards
  - Wherever product bugs are found in applications implemented by Bidder, the same to be referred to OEM for further processing
  - L2 team will liaise with Development team / OEM for product related issues / clarifications / coordination in the current engagement
- L2 will always keep the Banks team in loop for all such communications and the same will be escalated to Bank when the response from Development Centre is delayed beyond an acceptable period and this period shall be mutually discussed and arrived at.
- Support for Batch, EOD, BOD Operations i.e. Clarifications / Workarounds etc.
  - L2 team will coordinate with customization team/ OEM for Maintenance Releases / Fixes etc. and arrange for the Release Details. L2 team will coordinate with customization team/ OEM for moving the releases / fixes to UAT / production environment as per the release instructions provided by customization team / Development team / OEM.
  - Escalate the unresolved calls as per escalation matrix
  - Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
    - Problems which have resulted in complete service disruptions or downtime Critical production issues such as incorrect interest application in majority of the accounts, frauds done using the system, inconstant accounting or system behavior
    - Delayed response times
    - Data / table corruptions
    - System Performance issues (high utilization levels)
    - Decide on preventive maintenance schedule with the Bank
  - Modifications to existing scripts, reports, MRT, JSP or any other scripts due to errors / technical faults.
- 3) 4) Roles and Responsibility of Level 1 (L1) Resource as Customization Developer
- Maintain integrity of the Core Banking System.
  - Deliver changes in IBU Solution Suite based on Bank's Change Requests.
  - Understand the Bank's requirement and develop the required changes and share the same with L2 developer for verification and approval.
  - Changes related to Batch Jobs, Menus, APIs, Payment channel integrations etc.
  - The development shall be done in Development server of Bank and shall be deployed in UAT server for Bank testing.
  - Release note shall be prepared with deployment document duly tested and verified.
  - The customized code shall be handed over to Bank's Application Team or L2 team of other service integrator for deployment at production server.
  - Support during emergency situation by closely working with Bank and OEMs.
  - Co-ordination with OEM of solution if required, for finalization of change or review of change suggested by Bank.
- Roles and Responsibility of Level 2 (L2) Resource as Customization Developer
- Ensure security compliance as per Bank's policy and should be answerable to any kind of



regulatory audits.

- Maintain integrity of the Core Banking System.
- Deliver changes in IBU Solution Suite based on Bank's Change Requests.
- Changes related to Batch Jobs, Menus, APIs, Payment channel integrations etc.
- The development shall be done in Development server of Bank and shall be deployed in UAT server for Bank testing.
- Release note shall be reviewed with deployment document duly tested and verified.
- Support during emergency situation by closely working with Bank and OEMs.

### **Roles and Responsibilities of Level 3 (L3) Resource / Subject Matter Expert (SME)**

- The L3 resource will be responsible for managing, monitoring the job responsibilities and activities of the L1 and L2 resources.
- The L3 resource will be responsible for the resolution of calls assigned to it directly by the Bank officials/customer complaint portal/tickets escalated from L2 resource or any other channel.
- It is responsibility of the L3 resource to coordinate with the OEM for the resolution of tickets which comes under the ambit of application OEM.
- It is responsibility of the L3 resource to plan, conduct and monitor DR drill as per the requirements of the Bank.
- The L3 will be the technical SPOC person from Bank side to coordinate with OEM for the resolution of the tickets.
- The L3 resource will be responsible for the activities performed by the L1 and L2 resources.
- The L3 resource will report to Bank management on the critical issues reported, resolved, solution provided and the suggested recommendations or best practices on a weekly /or any other basis as decided by Bank.
- It will be the responsibility of the L2 resource to get directly involved in the tickets where more than 70% users are impacted or where major incident happens, or any integrated application is completely down/unable to perform transaction due to proposed application related issues.
- The L3 resource will be responsible for reviewing and implementation of the change requests as per requirements of the bank. Also, will maintain records of all change requests and will provide report to Bank monthly or any other basis as decided by Bank.
- The L3 resource will be responsible for integration of proposed application with various applications and third-party products. L3 resource should act as an application design architect for new developments/upgrades in proposed application.
- The L3 resource will be responsible for preparation, review and implementation of solution and impact analysis for proposed change requests/integrations/upgradations.
- It is responsibility of the L3 resource to approve the various changes or modification or upgradation in the application along with the preparation of documents.
- It is responsibility of the L3 resource to implement various patches released by OEM from time to time.
- The L3 resource will be responsible for end-to-end configuration and release management.
- The L3 resource will support internal as well as third party audit and regulatory inspections of application and close the observations in close coordination with Bank.
- The L3 resource will be responsible for closure of various audit observations raised by various regulators/government agencies/statutory bodies in coordination with Bank.
- The L3 resource will be responsible for maintaining the various SLAs as per the RFP.
- The L3 resource will be responsible for submitting various reviews as per the processes set

by Bank.

- The L3 resource will be responsible to do a detailed gap analysis of the existing systems in scope as required by Bank and submit report along with existing bugs and remediation plan in detail.
- Support for Security Scans and Closing VAPT observations.
- Closure of VA-PT, IS Review, Regulatory, Internal, external & various other audit observations.
- Coordinating with OEM / Development team for any kind of Product bug in the application.
- Deploying any changes in Product configurations as per requirement of Bank.
- Analyzing the Production issues and sharing the RCA in the Bank's desired format.
- Enhanced Support during Go Live of any new country acting as a bridge between old system and the Go Live system.
- Automation of the scripts for reducing the time and effort factor for everyday tasks for Facility Management Services for proposed Products for International Banking Unit in Gift City
- Active participation in the discussions of any new third-party interfacing with proposed application and suggesting the best way to integrate with proposed application.
- Ensuring that all the interfaces are properly secured with the valid certificates.
- Pro-active problem identification and Continuous service improvement
- Problem management and Root cause analysis
- Review of Change implementation and rollback, migration, SOPs and architecture documents.
- Continuous improvement / Reduction of incidents
- MIS reporting with Bank's management (Weekly, Monthly & Quarterly) as and when required by the bank
- Compliance management (Regulatory & Security Compliance)

### **Role & Responsibilities of Project Manager**

The Bidder needs to deploy one person as Project Manager to manage the project activities, FM team and routine reporting and tracking. Major roles and responsibilities are mentioned as under:

- Align project objectives with organizational goals and ensure that project team is clear on objectives.
- Possess Infra domain expertise, solutioning capability to achieve Bank objectives.
- Prioritize activities according to Banks requirements.
- Ensure resource availability, allocation of duties and supervise their activities.
- Implement and manage change when necessary to meet project outputs
- Evaluate and assess the result of the project.
- Facilitate resolution of major incidents /project issues and mitigate project risks.
- Present to stakeholders reports on progress at designated intervals.
- Monitor overall activities to achieve various timelines involved.
- Track deliverables for periodical reporting to Bank officials.
- Manage and implement projects plans.
- Coordinate with internal and external parties for the flawless execution of projects.
- Introduce automation for the day-to-day repetitive activities to improve the overall efficiency.
- Advise about the latest technology and innovative solutions in relation with the Infra setup.
- Ensure security compliance as per Bank's policy and should be answerable to any kind of

regulatory audits.

- Overall monitoring of resources deployed in Bank's premise.
- Ensure compliance to SLA terms.
  - Interaction and liaison with Bank team for dispute resolution, issue resolutions and mitigation of SLA violation.
- Shall be 1st point of escalation for Bank regarding activities under scope of this contract.
- Shall hold weekly review meeting with Bank's CBS Administrator

#### 14. Insurance

Vendor will get an insurance cover on his own cost for all risks for the entire Software/Data/other allied components if any installed for the solution for the period up to installation and acceptance. Vendor has to submit a copy of the bills, insurance cover as proof that he has insured all the software/Data and other related items which are directly or indirectly part of the Digital Vault/Aadhaar Vault implementation. In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies for the damages to 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 (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 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.

## 15. Change Management

Post implementation, rate of any change request in terms of man days to be specified clearly, cost of 100 such man days will be part of offered TCO. Please note that Bank is using Functional Process Analysis (FPA) method to determine number of man days required for requested change in the system.

## 16. Training

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

- a. Functionality available in the solution
- b. New functionality customized (if any)
- c. Integration
- d. Impact Analysis
- e. Generating various MIS/EIS reports from the solution provided
- f. System and Application administration
- g. Log analysis and monitoring

Bidder has to arrange such training as per the requirement of Bank during the contract period without any Additional cost to the Bank and number of trainees will be decided by the Bank.

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

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

## 17. Terms of Execution of Work

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

SrNo	Milestone	Timeline (from the date of acceptance of PO)

1	<ul style="list-style-type: none"> <li>• Delivery of Software and Licenses</li> <li>• Service Requirements Specification (SRS) finalization (Hardware and Software) of complete project</li> </ul>	02 Weeks
2	Environment Setup (UAT, DC, DR), Implementation, Customization of Proposed Solutions, System availability in UAT	04 Weeks
3	Credit Module UAT Sign off	06 Weeks
4	<ul style="list-style-type: none"> <li>• System Availability in DC &amp; DR</li> <li>• Pilot Run for Credit and Treasury Module</li> <li>• Go-Live of Credit and Treasury Module (Phase – I)</li> </ul>	08 Weeks
5	<ul style="list-style-type: none"> <li>• Pilot Run for Other Major Modules</li> <li>• Go-Live of Other Major Modules (Phase – II)</li> </ul>	16 Weeks
6	<ul style="list-style-type: none"> <li>• Pilot Run for Remaining Modules</li> <li>• Go-Live of Remaining Modules (Phase – III) / Complete Go-Live of Project with DC-DR setup</li> </ul>	24 Weeks

**Note:** 1) SRS finalization (including Delivery of Software and Licenses) should be within 2 weeks. Credit and Treasury Module (Phase – I) to be made live in 8 weeks and all other major modules (Phase – II) to be made live in 16 weeks. Remaining Modules (Final Go-live) will be within 24 weeks. Modules covered in Phase-II and Phase-III will be shared with successful bidder.

2) Please ensure providing package of all modules comprising of Treasury Products, Trade Finance, Core Banking Solution and Digital Services Module.

3) Payment terms should be modified according to revised timeline/milestones.

#### 18. Price Validity

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

#### 19. Cost of Bidding

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

#### 20. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

#### 21. E-Tendering

##### 21.1 Instructions to Bidders – e tendering

The Bidders participating through e-Tendering for the first time, for Central Bank of India will

have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details.

### 21.2 Registration Process for Bidders

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

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the portal (of the agency concerned, using the Login IDs and passwords given to them.



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

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

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

### Preparation & Submission of Bids

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

### Do's and Don'ts for Bidder

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

### Terms & Conditions of Online Submission

- a. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
- b. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
- c. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
- d. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
- e. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- f. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
- g. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
- h. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- i. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not



- participating in the E-Tendering.
- j. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
  - k. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
  - l. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
  - m. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
  - n. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
  - o. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.
  - p. To avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date. Further, any technical glitch during bid submission should be reported at least 04 hours before the bid closing time and not after that. Any communication in this regard received within 04 hours of bid closing time shall not be entertained by Bank. Neither bank nor e-Procurement Service Provider shall be liable for non-submission of bid in the above-mentioned circumstances

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

#### **21.3.1 Pre-requisites to participate in the Tenders**

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

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

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

#### **21.3.2 Preparation of Bid & Guidelines of Digital Certificate**

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

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

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

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

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

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

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

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

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

### **21.3.3 Recommended Hardware and Internet Connectivity**

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

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

**Toolbar / Add on / Pop up blocker**

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

**21.3.4 Online viewing of Detailed Notice Inviting Tenders**

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

**21.3.5 Download of Tender Documents:**

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

**21.3.6 Online Submission of Tender**

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

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

**Notes:**

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

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

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).

- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

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

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

#### **21.3.7 Close for Bidding:**

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

#### **21.3.8 Online Final Confirmation:**

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

#### **21.3.9 Short listing of Bidders for Financial Bidding Process:**

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

#### **21.3.10 Opening of the Financial Bids:**

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

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

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

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

## **22. Instructions for Bid Submission**

## i) Cost of RFP:

RFP document can be purchased against payment of Rs.5000/- (non-refundable) in the form of a demand draft /NEFT favoring Central Bank of India payable at Mumbai. The tender fee In case of bidders registered with the National Small Industries Corporation (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. In addition, bidder has to submit Annexure-Q in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

RFP document can also be downloaded from the Bank's website [www.Centralbank.bank.in](http://www.Centralbank.bank.in) or from E-procurement site <https://centralbank.abcpocure.com/EPROC>

## ii) In the event of non-payment of the fee of Rs.5000/- towards the RFP form, the offer will be rejected.

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

iv) **Bid Security / Earnest Money**

Bidders are required to submit declaration as per Annexure-T that if bids are modified or Withdrawn during the period of bid validity bidders will be suspended from future tenders of the Bank.

In accordance with Government of India guidelines, Micro and Small Enterprises & Startup enterprises are eligible to get tender documents free of cost upon submission of valid MSME / Startup certificate copy.

v) **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:

- a) The PBG amount shall be [5%] of the total contract value for Business Applications and Facility Management Services.
- b) The PBG must be submitted by the Service Provider within [21] days from the date of contract signing / date of issuance of PO. The Bank will not release any payments until the PBG is submitted.
- c) 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 [3-6 months] after the contract completion or after the last payment is made, to ensure that the Service Provider's obligations have been satisfactorily met.

- d) 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.
- e) 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 3 months after the completion of the services) and upon submission of a no-due certificate from the Bank.
- f) 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.

**vi) Period of Validity of Bids**

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer/commercial bid opening.

**vii) Amendment of Bidding Documents**

Prior to the last date for bid-submission, Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

**viii) Authorization to Bid**

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

- ix) All pages of the bid shall be initialed by the person or persons signing the bid before uploading in the e-procurement site.
- x) Bid form shall be signed in full & official seal affixed.
- xi) Any inter-lineation, erasure or overwriting shall be valid only if they are Initialed by the person or persons signing the Bid
- xii) All such initials shall be supported by a rubber stamp impression of the Bidder's Firm.
- xiii) The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- xiv) Two-part Bid
- xv) The Bid should be submitted online at the e-Procurement site : <https://centralbank.abcpocure.com/EPROC> by the Bidder. It should comprise the Following components:
- xvi) Any bid document not conforming to any one of the above terms will be



rejected.

- xvii) Bidders, who have not paid Cost of RFP & not submitted Integrity pact in physical Form will not be considered/ permitted to participate in the bid.
- xviii) In the first stage, cost of RFP document and Integrity Pact (IP) (Annexure-N) signed by authorized signatory submitted by bidder will be reviewed and if these are as per prescribed format/RFP document then only TECHNICAL BID will be opened online and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document only shall be short-listed for commercial evaluation.
- xix) In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified & scored minimum required marks and shortlisted and will be opened.
- xx) For detailed methodology of bid evaluation, please refer to Para 18, Evaluation Methodology for selection of eligible Bidders, of this RFP document.

### 23. Technical Bid

- i) The Technical Bid – Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- ii) The Technical Bid - Part I must be submitted both online and offline. The following documents are to be submitted in original at Central Bank of India, Department of Information Technology, 4<sup>th</sup> Floor, Plot No. 26, Sector 11, Opp. CBD Belapur Railway Station, CBD Belapur, Navi Mumbai 400614 to the Bank as well as online mode on or before last date & time of bid submission.
- iii) RFP Cost of Rs.5000/- (Rupees Five Thousand Only) in the form of a demand draft/ NEFT favoring Central Bank of India, payable at Mumbai is submitted to the Bank.
- iv) Bid security/ earnest Money of Rs.40,00,000/- (Rupees Forty Lakh only) favoring Central Bank of India, payable at Mumbai is submitted to the Bank.
- v) Integrity Pact (IP) as provided in Annexure-N is to be submitted physically. It should be on stamped paper duly signed by authorized signatories of the company/Firm/Organization
- vi) In case of bidders registered with NSIC/ MSME, who are eligible for waiver of RFP Cost, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. In addition, bidder has to submit Annexure-Q duly signed by Chartered Accountant.
- vii) Non submission of above documents i.e. Integrity Pact and RFP Cost at the time of bid submission will be liable for rejection of bid.
- viii) Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.
- ix) The following documents are to be submitted online at the e-procurement site : <https://centralbank.abcprocure.com/EPROC>:
- x) For detailed methodology of bid evaluation, please refer to Para 19, Evaluation methodology for selection of eligible Bidders, of this RFP document
  - a) Annexure A – Letter of Acceptance
  - b) Annexure B – Bidder's Profile Format
  - c) Annexure C – Eligibility Criteria
  - d) Annexure D - Compliance to RFP Terms & Conditions

- e) [Annexure E – Technical & Functional Specifications](#)
- f) [Annexure F – Un-priced Commercial Bid](#)
- g) [Annexure G- Commercial Bid](#)
- h) [Annexure H - Declaration for Compliance](#)
- i) [Annexure I – Undertaking by Bidder](#)
- j) [Annexure J – Confidentiality / Non Disclosure Agreement](#)
- k) [Annexure K – Reference Site Details](#)
- l) [Annexure L – Details of Hardware & Operating System Requirement](#)
- m) [Annexure M – Format for performance Bank Guarantee](#)
- n) [Annexure N – Pre Contract Integrity Pact](#)
- o) [Annexure O – Bid Query Format](#)
- p) [Annexure P – Know Your Employee \(KYE\) Clause](#)
- q) [Annexure Q – Certificate for confirmation of MSME/NSIC Firms](#)
- r) [Annexure R – Certificate of Local Content for Make in India \(MII\)](#)
- s) [Annexure S - Restriction on Procurement due to National Security](#)
- t) [Annexure T – Bid Security Declaration](#)
- u) [Annexure U - Undertaking of Information Security](#)
- v) [Annexure V – Proposed Team Profile](#)
- w) [Annexure W - Manufacturer Authorization Form](#)

The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.

All the annexure should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

Detailed Architecture of the proposed solution with various features / functions of the system / sub-system including fail-over methodology / strategy at both Primary & DR Site **to be submitted along with the Technical Bid.**”

Documents & brochures pertaining to product that will be deployed in proposed solution including testing plan, road map, workflow & procedures etc. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.

The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, trackrecords, reputation among users and other similar features of a bidder.

The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Central Bank of India in stipulated time i.e. supply, Installation, Implementation, migration of existing data, up gradation, support etc.

The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website ([www.Centralbank.bank.in](http://www.Centralbank.bank.in)). and e-procurement site Mode: Online URL: <https://centralbank.abcpocure.com/EPROC> and will be binding on all bidders and no separate communication will be issued.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

## 24. Commercial Offer

**24.1** The Indicative commercial offer must not contradict the Technical offer in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- The Indicative Commercial Bid – Part II should be submitted online at the e-Procurement site as per Annexure-G by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR), the prices quoted should be inclusive all but excluding GST.
- The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.

### 24.2 RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by e-mail to "[agmdit@centralbank.bank.in](mailto:agmdit@centralbank.bank.in)" with subject "RFP for Selection of Vendor for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations" as per Annexure-O.

The Bidder is requested to collate and submit queries together to seek clarifications / Responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank's website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website [www.centralbank.bank.in](http://www.centralbank.bank.in), and e-procurement site : <https://centralbank.abcpocure.com/EPROC>

### 24.3 Other Terms and Conditions of RFP

- Responses to this RFP should not be construed as an obligation on the part of the Bank to

award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

- By submitting a proposal, the successful bidder agrees to promptly contract With the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the

same. The Bidder needs to provide with the details about all such items considered in the RFP.

#### 24.4 Technical Bid Evaluation

As a part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial Responsiveness means that the bid conforms to all the terms and conditions of bidding document without material deviation.

- Bids which do not fulfill the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.
- Bidder should provide compliance regarding Functional scope as per Annexure-E. Bank may verify the compliance during the technical evaluation.
- Details presentation which includes 1) Solution for Scope of work mentioned in RFP 2) Hardware sizing required for application 3) Implementation timeline will be scheduled with GMs Committee during the technical evaluation.
- The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.
- The bidder must also ensure that the details sought in the annexures as specified in the RFP are aptly covered. The bidder may share any other information or highlight their key achievements related to the scope of work. Presentation should be made by the employee on the roll of the respective bidder firm as on bid submission date and no hiring of outsider for presentation will be allowed. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence.
- Bank may, during the process of technical evaluation, call for any Clarifications / additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within specified date and time.
- Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
- First of all, the RFP Cost and Integrity Pact will be verified. If RFP Cost/Integrity Pact is not found in order, that bidder will be declared ineligible for further participating in the tender process.
- After that technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document and based on proof and presentation given by the bidder. Bids complying with all the eligibility criteria and conforming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.
- Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.



- The Bank shall follow all the guidelines/notifications for public procurement. All bidders will be required to give presentation during technical evaluation of their offered services clearly demonstrating implementation of Integrated Core Banking Solution for International Operations. Failure of a bidder to complete the presentation to the Bank on scheduled time & date may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere presentation should not be considered as being qualified or shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.
- Finally, the technical proposal of the bidder will be scored as per under and the bidders who do not score 60% shall be liable to be rejected.

## 25. Evaluation Methodology for Eligible Bidder

Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any minor non-conformity or deviations.

Bank will award the contract to the successful Bidder whose bid has been determined as the **Lowest Commercial bid (L1)** of this commercial evaluation.

Bank reserves the right to reject an bid offer under any of the following circumstances:

- a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
- b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
- c) If there is a deviation in respect to the technical specifications of software items.

The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

Note:

Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.

Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award.

Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

### **Restriction of Procurement due to National Security (Land Border Sharing Clause):**

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



issued by competent authority wherever applicable

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

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

Explanation –

- a. “Controlling ownership interests “means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who , whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
  5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v) An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

**vi) 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 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:**

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement

(Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020

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

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

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

#### **Procedure for preference to make in India which are not devisable in nature**

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

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

## **26. Award of Contract**

On completion of evaluation, Bank will determine L1 bidder & contract will be awarded to lowest bidder. However, the Bank shall be under no obligation to accept the lowest price bid or anyother offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of

purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

## 27. Price Composition

- 27.1 TCO is for 5 years period. TCO will be determined by discounting future payments @10% discounting factor. The price quoted should be inclusive of all charges except applicable GST as per Banks requirement mentioned in Annexure-G - Commercial Bid.
- 27.2 Commercial bid should be quoted in the commercial bid format attached to this bid.
- 27.3 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 27.4 Warranty period will start from Go-Live of Project
- 27.5 The total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- 27.6 If Bidder has to show bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 27.7 Bank will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in TCO.
- 27.8 The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall make such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

## 28. Taxes and Duties

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

Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

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

## 29. Rejection of Bid

The Bid is liable to be rejected if:

1. The document does not bear signature of authorized person in each page and duly stamped.

2. It is received through Fax/E-mail.
3. It is received after expiry of the due date and time stipulated for Bid submission.
4. In complete Bids, including non-submission or non-furnishing of requisite documents/Conditional Bids/ Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
5. It is evasive or contains incorrect information.
6. Any form of canvassing/lobbying/influence/ query regarding shortlisting, status etc. will be a disqualification.
7. Bidder should comply with all the points mentioned in the scope of work. Non-compliance of any point will lead to rejection of the bid.
8. The bidders who are not meeting the eligibility criteria mentioned as per Annexure-C (Eligibility criteria).
9. Bids dropped in tender box or submitted in physical hard copy format.
10. Non-submission of Integrity Pact (IP)/ Cost of RFP.

### 30. Modification and Withdrawals of Bid

The bidder may modify its bid's submission anytime by logging in to the website [Mode: Online URL: https://centralbank.abcprocure.com/EPROC](https://centralbank.abcprocure.com/EPROC) and uploading the documents again till final submission at last date and time of bid submission.

No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder will be suspended from participating in any future RFPs for 2 years. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

### 31. RFP Response

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

Bid properly documented should be submitted by uploading at :

<https://centralbank.abcprocure.com/EPROC> on or before stipulated date & time mentioned in RFP.

Original DD for Cost of RFP must be submitted in physically in sealed cover at the address provided at "place of opening of bids" on or before last date and time of bid submission.

### 32. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation.

including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claims, if it is made, without delay.

### 33. Payment Terms

The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 10% of the project cost.

#### 33.1 Fixed Cost :-

**A) Application License Cost:** The solution license should be perpetual enterprise level.

Project Milestones	Percentage of Licence Cost which will be paid
Delivery of Licenses and Installation of Application Software in UAT, DC & DR. (after due inspection and acceptance at DC & DRC)	30%
Successful completion of the customization, UAT sign off and Go-Live of Credit Module (Phase – I)	20%
Go-Live of Other Major Modules (Phase – II)	20%
Go-Live of Remaining Modules (Phase – III) / Go-Live of Project	20%
3 Months from the date of Go Live of complete Project	10%
<b>Total</b>	<b>100%</b>

**B) Third Party Software License Cost**

Project Milestones	Percentage of Licence Cost which will be paid
Delivery and installation of Licenses on Bank's name and Installation of the software on Bank's UAT, DC & DRC	50%
Go Live of Project	40%
3 Months from the date of Go Live of complete Project	10%
<b>Total</b>	<b>100%</b>

**C) Implementation Cost**

Project Milestones - Implementation, System Integration and Migration	Percentage of Implementation Cost which will be paid
Installation of Software in UAT, DC & DR	10%



Successful completion of current state assessment, gap analysis and systems requirement specifications (SRS) sign off	10%
Successful completion of the customization, UAT sign off and Go-Live of Credit Module (Phase – I)	20%
Go-Live of Other Major Modules (Phase – II)	20%
Go-Live of Remaining Modules (Phase – III) / Go-Live of Project	30%
3 Months from the date of Go Live of Project	10%
<b>Total</b>	<b>100%</b>

**D) Training:-** 100% Payment will be made after successful training to the identified Bank staff and after Go-Live of Project.

### 33.2 Service Cost :-

- A) **Annual Technical Support (ATS) :-** The payment will be released quarterly in arrear after completion of one year warranty period and as per actual.
- B) **Facility Management :-** The payment will be released quarterly in arrear from the date of Go-Live of the project and as per actual.
- C) **Change Management :-** Payment will be made as per actual Man Days approved by Bank for the requested change.

### AMC & ATS and Other Warranty Costs

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

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

- Provide on-site comprehensive support for software components as well as OS & DB provided as part of this RFP
- Have back-to-back arrangements with respective OEMs for the maintenance
- services Warrant all software against defects arising out of faulty design, materials and media workmanship etc., for a period of five years from the date of acceptance & Go-Live of the application.
- Agree that Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by Bidder during the period of contract. Change Order to comply any statutory / Regulatory / Government requirement will be undertaken by bidder without any cost to Bank during the contract period of 5 years.

- v. In case Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to Bank
- vi. In case of any issue with related software supplied by Bidder, Bank or its appointed System Integrator shall log a call with Bidder (who has supplied the software). It is responsibility of Bidder to resolve the issue with the assistance of the OEM, if deemed necessary. Bank or its appointed System Integrator shall promptly notify Bidder in writing/e-mail/fax of any claims arising under the maintenance services
- vii. Provide all future software upgrades and patches for all components of the solution and assist Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost

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

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

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

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

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

### **Fixed Price**

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

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

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

- d) **ATS of Application** - Payable quarterly at the end of each quarter against receipt of quarterly report of actual utilization duly signed by Bank's identified official.
- e) **Dedicated Resources Charges** – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from Bank's identified official.
- f) Payment will be made quarterly in arrears for annual technical support against the receipt of service report of previous quarter from the Bank's project/operation manager.
- g) Invoices shall be raised post milestone sign off for services billing.
- h) Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank, except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

### 34. Order Cancellation

1. The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
2. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.
3. Delay in completion of project.
4. Serious discrepancies noted in the inspection.
5. Breaches in the terms and conditions of the Order.
6. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
  - a) Non-submission of acceptance of order within 7 days of order.
  - b) Excessive delay in execution of order placed by the Bank.
7. Selected bidder commits a breach of any of the terms and conditions of the bid.
8. The bidder goes in to liquidation voluntarily or otherwise.
9. The progress made by the selected bidder is found to be unsatisfactory.
10. Bidder provides evasive or incorrect information.
11. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
12. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
13. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate

towards damages.

### 35. Adherence to Cyber Security Systems

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

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

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

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

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

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

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

### 36. Liquidated Damages (LD)

1. If Successful bidders fail to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. Bidder has to deploy Solution at DC and DR within 8 weeks from the date of purchase order. For calculation of LD:
2. The contract price for calculation of LD is TCO.

3. The LD will be applicable on non-completion of implementation within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the total cost of the project. Upon reaching threshold limit of 10%, Bank may initiate appropriate legal action, apart from resorting to other remedial measures as deemed fit.
4. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
5. Part of week will be treated as a week for this purpose.
6. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
7. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.
8. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

### 37. Service Level Agreement

1. The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
2. The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this RFP.
3. At the same time as the Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
4. The contract period will be for a period of 5 years ( I Year warranty & 4 Years AMC/ATS) from the project going live after duly signed signoff from Bank ( final go-live ) for all the modules.
5. The bidder should ensure more than 99.9 % uptime of the proposed solution (to be calculated on monthly basis) during contract period. Bidder is expected to submit this report within a week after expiry of every calendar quarter.
6. Bidder should also ensure that the maximum response time for onsite service call does not exceed 15 minutes. The maximum time to resolve the issue (Resolution time), is within 2 hours.
7. Services delivered by the vendor should comply with the SLA and any violation of SLA will attract penalties as below:
8. For any penalty during contract period of 5 years, the bidder shall give a credit note in favour of Central bank of India within 30 days from the date of intimation of penalty by the Bank. If the bidder fails to give the credit note within 30 days of intimation of penalty, Bank reserves the right to invoke the performance Bank guarantee submitted by the bidder.
9. Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.
10. Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.



11. The penalty is capped at maximum 10% of TCO beyond which bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on quarterly invoice amount.
12. Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the bank. Downtime during scheduled maintenance activities will also be excluded for calculation of penalty.
13. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
14. RBI/Regulatory authority may inspect facilities of successful bidder during the contract period.

### 38. Contract Period

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

### 39. Warranty

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



#### 40. Annual Technical Support

- a) The successful bidder must undertake to provide support for the software / OS /Database for minimum post warranty period of four (4) years, after the expiry of warranty period of one (1) year.
- b) Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/ statutory authority must be provided/ upgraded to the Bank free of cost by bidder during warranty or ATS tenure.
- c) Bidder should provide unconditional warranty and post-warranty comprehensive on-site 24x7 maintenance support with 2 hours problem resolution commitment for 5 years.
- d) The ATS charges per annum should be maximum 10% of the cost of software license.
- e) The ATS charges shall be released to the vendor quarterly in arrears subject to timely submission of applicable documents like invoice, performance availability reports, attendance etc.
- f) The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any. ( Please check we are paying in arrears)
- g) Any decision in this regard by the Bank shall be final, conclusive and binding on the selected Bidder and shall not be questioned/ challenged by the selected Bidder.

#### 41. Authorized Signatory

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

#### 42. Confidentiality

##### 42.1 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

#### 42.2 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

#### 42.3 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 \_\_\_\_\_ 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.

#### 42.4 Rights and Remedies

- i. **Notification of Unauthorized Disclosure:** Receiving Party shall notify Disclosing Party within \_\_\_\_\_ 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.
- 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 (X) 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.

#### 42.5 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).

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

- a. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- b. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- d. To treat all Information as Confidential Information.
- e. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure-J within thirty days of issuing the purchase order/letter of intent.

### **43. Indemnity**

#### **General Indemnity**

- i. The Service Provider shall indemnify, defend, and hold harmless the Bank, its employees, personnel, officers, directors, agents, and representatives from and against any and all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following:
  - a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Service Provider under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO).
  - b. Any act, omission, or failure by the Service Provider, its employees, agents, or subcontractors in the performance of the Service Provider's obligations under this RFP, SLA, or PO.
  - c. Any claims made by employees, agents, or subcontractors of the Service Provider against the Bank.
  - d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Service Provider under this RFP, SLA, or PO.
  - e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights.
  - f. Any breach of the confidentiality obligations by the Service Provider under this RFP, SLA, or PO.
  - g. Any negligence, gross misconduct, or failure to exercise reasonable care by the Service Provider or its employees, agents, or subcontractors.

Further:

- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; in the
- e) all settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- i) if a Party makes a claim under the indemnity set out under Clause 33.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

#### Patent, Copyright, Trademark, and Intellectual Property Infringement

- i. The Service Provider shall, at its own cost and expense, defend or settle any claim that the Deliverables and Services provided under this RFP infringe upon any patent, utility model, industrial design, copyright, trade secret, mask work, trademark, or any other intellectual property right in the country where such Deliverables and Services are used, sold, or received. The Bank shall:
  - a. Notify the Service Provider in writing of any such claim as soon as practicable; and
  - b. Cooperate with the Service Provider in the defence and settlement of the claim.



- ii. The Service Provider shall not settle or compromise any such claim in a manner that would diminish the rights of the Bank or increase the obligations of the Bank under this Agreement, without obtaining prior written consent from the Bank. If the Service Provider elects not to defend the claim, the Bank shall have the right to defend or settle the claim, at the Service Provider's cost, and the Service Provider shall reimburse the Bank for all associated costs, including any damages, settlements, legal fees, and other expenses. Should the amount payable to the Service Provider be insufficient to cover the costs incurred by the Bank, the Service Provider shall promptly reimburse the Bank for all such amounts.
- iii. The Service Provider shall indemnify the Bank in the event of any mismatch in Input Tax Credit (ITC) in the GSTR-2A, especially where the Bank does not opt for retention of GST components on supplies.
- iv. If the Service Provider fails to fix bugs, provide required modifications, enhancements, or customizations, or fails to meet the Service Levels as agreed upon in this RFP, SLA, or PO, the Service Provider shall compensate the Bank for any direct financial loss suffered by the Bank due to such failure.
- v. The Service Provider shall indemnify, protect, and save the Bank against all claims, losses, costs, damages, expenses, actions, suits, and proceedings resulting from any infringement of intellectual property rights (including patents, trademarks, copyrights, etc.), or statutory infringements under laws such as the Copyright Act, 1957, Information Technology Act, 2000, or any other applicable law, in respect of any Hardware, Software, network equipment, or other systems supplied by the Service Provider to the Bank. The Bank must notify the Service Provider in writing upon becoming aware of any such claims.
- vi. The Service Provider shall have sole control over the defence of such claims and settlement negotiations.

The Bank shall provide reasonable assistance, information, and authority to the Service Provider for defending these claims.
- vii. Indemnity under this Agreement shall be limited to the damages awarded by the court or in arbitration, and shall exclude any indirect, incidental, or consequential damages. However, indemnity shall cover all damages, losses, or liabilities arising from claims made by regulatory authorities.
- viii. The indemnity obligations of the Service Provider shall survive the expiration or termination of this Agreement and shall apply to any claims made during or after the term of the Agreement.

- ix. The **Service Provider** shall be responsible for managing the risks associated with the use of subcontractors and shall indemnify the **Bank** against any loss, damage, or claims arising from the subcontractors' failure to meet the obligations or standards outlined in the agreement.

#### 44. Applicable Law

The Contract with the Selected Vendor 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.

#### 45. 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 tenure of the [X] year contract.

#### 46. 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.

#### 47. Intellectual Property Rights

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

services rendered under this RFP.

#### **48. Bidder's Liability**

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from willful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights (if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Subject to any law to contrary, and to the maximum extent permitted by law neither party shall be liable to other for any remote and indirect loss or damages arising out of this tender and subsequent agreement or services provided.”

**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.

#### **49. Information Ownership**

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

## 50. Exit Option

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

- i. Failure of Vendor 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.

a. 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 Vendor.

b. Purchase from Third-Party Suppliers

The Bank reserves the right to purchase the equipment from third-party suppliers if such equipment is available at a lower price, and if Vendor'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.
- ii. The equipment procured from third parties is functionally similar to the original equipment, ensuring that M/s Vendor can maintain it.

**Merger / Amalgamation Clause** - In the event if the Bank undergoes any merger, amalgamation, consolidation, or restructuring with any other nationalised bank or Government owned financial entity, the Bank reserves the absolute right to:

- (a) Terminate this Purchase Order and/or the associated Agreement, in whole or in part, without any further obligation or liability to the Vendor other than payment for duly completed and accepted deliverables up to the date of termination; and/or
- (b) Require the Vendor to integrate, migrate, or align the application, platform, related services, and deliverables with the systems of the merging/amalgamating entity, without any additional cost to the Bank.

## 51. Privacy Safeguards

Vendor 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 Vendor under this contract or existing at any Bank location. Vendor 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.

Vendor 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 Vendor 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.

## 52. Obligations of Vendor

Notwithstanding any disputes or the commencement of arbitration proceedings, **Vendor** will be expected to continue providing the services. The **Bank** will have the sole and absolute discretion to determine if a proper **reverse transition mechanism** has been implemented over a period of 6 to 12 months.

In the event of a conflict **that** is not resolved, it will be addressed through arbitration.

## 53. Reverse Transition Plan

The **Bank** and **Vendor** 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.

## 54. Corrupt and Fraudulent Practices

As per the directives of the **Central Vigilance Commission (CVC)**, it is mandatory for Vendor, 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 Vendor 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 Vendor 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.

## 55. 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 Vendor 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.

## 56. Survival of Severability

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on vendor 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.

## 57. Sustainable Sourcing

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

## 58. 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.

## 59. Non-Transferable Offer

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

## 60. Responsibility for Completeness

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

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

## 61. Force Majeure

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

- i. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- ii. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- iii. Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the

other in writing of such causes. The Bidder 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. Notwithstanding above, the decision of the Bank regarding whether the event so claimed by the bidder is a force majeure event or not, shall be final and binding on the Service provider.

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

## 62. Termination of Contract

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 SP 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 SP.
- ii. **Insolvency:** If the SP goes into liquidation, voluntarily or otherwise.
- iii. **Violation of Laws:** If the SP 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 SP 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 SP 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 SP.
- viii. **Non-Performance:** If after the award of the contract, the SP 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 SP 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 SP 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 SP becomes bankrupt or insolvent, with termination being without compensation to the SP. 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 SP.
- 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 SP 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 SP 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.

#### 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 SP 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.

### 63. Audit

The Bidder shall at all times when ever required furnish all information, records, data stored in

whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.

In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable services over the period of contract without any additional cost to Bank.

Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. 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.

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

#### **64. 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 SP shall afford the Bank's representatives access to the SP's facilities, installations, technical resources, operations, documentation, records, databases, and personnel.

The SP 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 SP. This includes conducting audits of the SP'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 SP's operational performance, risk management processes, adherence to security and regulatory requirements, and overall service delivery. The Bank shall work with the SP to address any gaps or non-compliance identified in the assessments, ensuring that corrective measures are immediately implemented.

## **65. Escrow Arrangements**

The Service Provider shall either provide the source code along with the necessary documentation or arrange to keep the source code under an escrow arrangement on mutually agreed terms and conditions. The escrow agreement shall include provisions to ensure that, in the event of a predefined triggering event (such as the Service Provider going out of business, breach of contract, or any other specified event), the source code will be made available to the Bank in a timely manner, allowing for continued support and maintenance of the solution.

The cost or fees for setting up the escrow agreement and maintaining the escrow arrangement, including any charges to the escrow agent, will be borne entirely by the Service Provider. The Bank will not bear any costs related to the escrow arrangement or the escrow agent's services.

Additionally, the Service Provider is required to arrange for taking regular backups of the source code and other critical data. The Service Provider shall ensure that daily incremental backups and weekly full backups of all relevant data, including the source code, are performed, and securely stored. The Bank will have access to these backups as needed.



## **66. 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.

## **67. 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.

## **68. 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.

## **69. 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.

## **70. 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.

## **71. 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.

## **72. 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.

### **73. Remote Access**

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

### **74. 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.

### **75. 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.

### **76. Conflict of Interest**

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

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

### **77. RFP Ownership**

The RFP and all supporting documentation are the sole property of Central Bank of India and should NOT be redistributed without prior written consent of Central Bank of India. Violation of

this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Central Bank of India when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

#### **78. Proposal Ownership**

The proposal and all supporting documentation submitted by the bidders shall become the property of Central Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

#### **79. Tender / RFP Cancellation**

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

#### **80. Publicity**

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

#### **81. Arbitration**

All disputes or differences whatsoever arising between the parties out of or in connection with this RFP /Tender or in discharge of any obligation arising out of the RFP/Agreement purchase order whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract, shall be settled amicably. If however, the parties are not able to solve them amicably, then all disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. The Bidder shall continue work under the Contract during the dispute proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the dispute is obtained

#### **82. Jurisdiction**

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

#### **83. Submission of Bids**

The bidders have to submit bid through Online except Cost of RFP and Integrity Pact. All documents as per requirement of RFP must be uploaded on the site: <https://centralbank.abcpurchase.com/EPROC>. Original DD/BG for Cost of RFP and Integrity Pact

(IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.

Central Bank of India,  
Department of Information Technology,  
4<sup>th</sup> Floor, Plot No. 26, Sector 11,  
Opp. CBD Belapure Railway Station,  
CBD Belapur, Navi Mumbai 400614

**Annexure-A – Letter of Acceptance**

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

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

**To,**

Central Bank of India,  
Department of Information Technology,  
4<sup>th</sup> Floor, Plot No. 26, Sector 11,  
Opp. CBD Belapure Railway Station,  
CBD Belapur, Navi Mumbai 400614

**Dear Sir,**

Sub: Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations.

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

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

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

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

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

We understand that

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



- than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination Of commercial Bids.
- f. We enclose cost of RFP Rs.5000/- (Rupees Five thousand only) and the details of the same is as under.

DD No./ NEFT UTR No :

Date :

Name of Issuing Bank :

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025 Or

Details of Fee Exemption:

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

Yours faithfully,

Date:

For \_\_\_\_\_

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

\_\_\_\_\_

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

**Annexure-B – Bidder's Profile Format**

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

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

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

(Signature)

(In the capacity of)

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

**Annexure-C – Eligibility Criteria**

Sr	Eligibility of the bidder	Documents to be submitted	Compliance (Yes /No)
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. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.	
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate.	
3	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	
4	The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.	
5	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2022-23, 2023-24 and 2024-25)	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY.	
6	The bidder should have a positive net worth in two out of last three financial (i.e. 2022-23, 2023-24 and 2024-25)	Copy of audited balance sheet and Certificate of the Chartered Accountant for last three FY.	
7	The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Banks in India as on date of RFP.	Copy of Purchase Order OR Credential letter Copy of Sign off document OR Copy of Sign off document.	
8	The Bidder should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head	
9	At the time of bidding, the Bidder/OEM should not have been blacklisted / debarred by any Government offices / 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 self-declaration on Company's letter head	

10	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head	
11	Bidder/OEM should not have <ul style="list-style-type: none"> <li>NPA with any Bank in India / financial institutions.</li> <li>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.</li> </ul>	Submit the self-declaration on Company's letter head	
12	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.	Submit the self-declaration on Company's letter head	
13	Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered	MAF should be submitted	

**Place:****Date:****Authorized Signatory:****Name & Designation:****Business Address & email id:**  
\_\_\_\_\_

**Annexure-D – Compliance to RFP Terms & Conditions**

<b>Sl. No.</b>	<b>Clause Details</b>	<b>Bidder's Compliance (Yes/No)</b>
1	Introduction	
2	Integrity Pact (IP)	
3	Objectives of the RFP	
4	Definitions	
5	Invitation of Tender Bids	
6	Eligibility Criteria	
7	Broad Scope of Work	
8	Infrastructure	
9	Onsite development, support & maintenance Resource	
10	Training	
11	Terms of Execution of Work	
12	Price Validity	
13	Cost of Bidding	
14	Language of Bid	
15	Instructions for Bid Submission	
16	Award of Contract	
17	Price Composition	
18	Taxes and Duties	
19	Rejection of Bid	
20	Modification and Withdrawals of Bid	
21	RFP Response	
22	Patent Rights	
23	Payment Terms	
24	Order Cancellation	
25	Adherence to Cyber Security Systems	
26	Liquidated Damages (LD)	
27	Service Level Agreement	
28	Contract Period	
29	Warranty	
30	Annual Technical Support	
31	Authorized Signatory	
32	Confidentiality	
33	Indemnity & Limitation of Liability	
34	Intellectual Property Rights	
35	Non-Transferable Offer	

36	Responsibility for Completeness	
37	Force Majeure	
38	Exit Clause	
39	Termination of Contract	
40	Audit	
41	Conflict of Interests	
42	RFP Ownership	
43	Proposal Ownership	
44	Tender/RFP Cancellation	
45	Publicity	
46	Arbitration	
47	Jurisdiction	
48	Submission of Bids	

**Place:****Date:****Authorized Signatory:****Name & Designation:****Business Address & email id:**



**Annexure-E – Functional Specifications**  
 (Integrated Core Banking Solution for International Operations System)

		Readily Available (RA) / Customization Required (CU) / Not Available (NA)
<b>1. Base Application</b>		
<b>1.1 Access Control</b>		
	· User & Role Maintenance, Access Control, 2 <sup>nd</sup> Factor Authentication (Biometric / OTP / Single Sign On)	
<b>1.2 Functional Components</b>		
	· Customer Master / Maintenance (Basic details, identification information and other regulatory / statutory requirements for Retail and Corporate customers)	
	· Interest Rate Maintenance - Fixed / Floating / Negotiated	
	· Currency Setups (Base currency – USD)	
	· Cross Currency Setups for major currencies (GBP, EURO, JPY, AUD, CAD, CHF, SGD)	
	· Accounting as per IFSCA guidelines	
	· Local Currency (INR) setup for administrative purpose	
	· Tax Maintenance	
	· Exchange Rates Maintenance	
	· Fee & Charges	
	· Signature Verification System	
<b>2. Retail Banking</b>		
<b>2.1 Deposits (multi-currency setup for each product)</b>		
	· Savings Accounts	
	· Current Accounts	
	· Interest bearing Current Accounts	
	· Fixed / Term Deposit Accounts	
<b>2.2 Lending (multi-currency setup for each product)</b>		
	· Foreign Currency Term Loan / Demand Loan (FCTL, FCDL) having option of rollover facility	
	· Overdrafts Accounts	
	· Limits and Collaterals	
<b>3. Corporate Banking</b>		
<b>3.1 Deposits (multi-currency setup for each product)</b>		

	· Savings Accounts	
	· Current Accounts	
	· Interest bearing Current Accounts	
	· Fixed / Term Deposit Accounts	
<b>3.2 Lending (multi-currency setup for each product)</b>		
	· Limits and Collaterals	
	o External Commercial Borrowings (ECB)	
	o Foreign Currency Term Loan / Demand Loan (FCTL, FCDL) having option of rollover facility	
	o Loans syndication	
	o Overdrafts Accounts	
	o Remittances	
	o Buyers / Suppliers Credits	
	o Import / Export LC advising / issuance / collection	
	o BG / SBLC – issuance	
	o Factoring / Forfaiting	
	o Forward Contracts	
	o Foreign Bills purchase / discounting / negotiation	
	o Pre-shipment Loan (Packing Credit)	
	o RA Finance	
<b>4. Monitoring of Assets - NPA / SMA Management</b>		
	· System should be capable of changing parameters as and when required based on regulatory requirements	
	· Customer wise / Account wise maintenance	
<b>5. Treasury Products</b>		
<b>5.1 Forex</b>		
	· FX – Cash, TOM, SPOT	
	· FX – Forwards	
	· FX – Swaps	
	· Currency – Swaps	
	· Bullion Trading and Clearing (Through IIBX Platform)	
	· NDF / LTFX	
	· Other features –	
	o Trade Capture from Trading platform	
	o Deals – Creation / Modification	
	o FX position and P&L keeping	
	o Trade / MTM / P&L Accounting	

	o PV Based valuation and discounting of Forwards	
	o MTM valuation, Booking of P&L, Unrealised Gain / Loss	
<b>5.2 Money Market</b>		
	· Call / Notice	
	· Fixed Term	
	· Discounted Products	
	· Trades – Borrowings / Placement	
	· Other features -	
	o Trade Capture from Trading platform	
	o Deals – Creation / Modification / Event Processing	
	o Trade Confirmation / Matching	
	o Settlement	
	o Interest / Profit application – Simple / Compounding	
	o Other standard practices	
<b>6. Investments</b>		
	· Fixed Income	
	· Government Securities	
	· T-Bills	
	· Discounted / Zero coupon Bonds	
	· Certificate of Deposits	
	· Commercial Papers	
	· Equity Shares	
	· Medium Term Notes (MTNs)	
	· Others	
	o Trade Capture from Trading platform	
	o Deals – Creation / Modification	
	o Interest Rate	
	o Fees / Charges	
	o Standard Settlement Instructions (SSI)	
	o Securities Administration	
	o Accounting – MTM / Amortized cost	
	o Corporate Actions	
	o MTM Valuation	
<b>7. Remittances</b>		
	· SWIFT – Integration with Bank's existing SWIFT application with all the applicable SWIFT message types including all messages related to treasury (Forex and Money Market)	
	· Clearing (DD, BC, PO) - Integration with Foreign Currency Settlement System (FCSS)	

<b>8. Interactive information exchange service and Transactional service</b>		
	<ul style="list-style-type: none"> <li>· Digital Banking Facility in compliance with extant IFSCA guidelines</li> <li>· Customer Web Portal / Integration with Bank's existing Customer Web Portal</li> </ul>	
<b>9. MIS Reports</b>		
	<ul style="list-style-type: none"> <li>· Statutory / Regulatory Reporting as per RBI / IFSCA / GOI guidelines</li> </ul>	
	<ul style="list-style-type: none"> <li>· Daily reporting to parent Bank / integration with parent Bank's system</li> </ul>	
	<ul style="list-style-type: none"> <li>· Any modification in existing / requirement of additional reports by regulators</li> </ul>	
<b>10. Additional Facilities Requirement</b>		
	<ul style="list-style-type: none"> <li>· Negotiated Interest Setup</li> </ul>	
	<ul style="list-style-type: none"> <li>· Flexibility to add any new product (Deposit / Loan / Treasury)</li> </ul>	
	<ul style="list-style-type: none"> <li>· Periodical alerts to Bank / Customer</li> </ul>	
	<ul style="list-style-type: none"> <li>· ARR handling</li> </ul>	
	<ul style="list-style-type: none"> <li>· Revaluation Accounting of various currencies (USD, INR etc.)</li> </ul>	
<b>11. Integration with other existing systems of the Parent Bank / IBU</b>		
	<ul style="list-style-type: none"> <li>· Core Banking Solution</li> </ul>	
	<ul style="list-style-type: none"> <li>· Syncing of General Ledgers of IBU with Parent CBS</li> </ul>	
	<ul style="list-style-type: none"> <li>· With Exchanges in IBU</li> </ul>	
	<ul style="list-style-type: none"> <li>· SWIFT</li> </ul>	
	<ul style="list-style-type: none"> <li>· SWIFT exchange platform</li> </ul>	
	<ul style="list-style-type: none"> <li>· Parent Bank's EFRMS System</li> </ul>	
	<ul style="list-style-type: none"> <li>· Documents Management Solution (DMS) in Parent Bank</li> </ul>	
	<ul style="list-style-type: none"> <li>· Any other system as per Bank's requirement as per IFSCA/ IDPMS/ EDPMS</li> <li>· Mail Confirmations to customers of all the transactions (Mail Messaging Solutions).</li> <li>· Feedback Form</li> <li>· SWIFT Message.</li> <li>· FCSS Foreign Currency Settlement System</li> </ul>	
<b>12. Reconciliation</b>		
	<ul style="list-style-type: none"> <li>• Reconciliation of Nostro / Vostro and Mirror Accounts of all currencies as per regulatory guidelines.</li> </ul>	

**Please Note** – During Demonstration, if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “Not Supported / Unavailable” in the Functional and Technical Scoring Sheet

Please mention “**RA/CU/NA**” as applicable in the respective column.

**Place:**

**Date:**

**Authorized Signatory:**

**Name & Designation:**

**Business Address & email id:**

## Annexure-F – Un-priced (masked) Commercial bid format

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>A</b>	<b>Application Licence Cost</b>			
1	Perpetual Enterprise License cost of Integrated Core Banking Solution for International Operations for DC, DR and UAT including warranty for One Year after Go Live	Enterprise	XXX	XXX
	<b>SUB TOTAL (A)</b>		XXX	XXX

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>B</b>	<b>Third Party Software License Cost</b>			
1	Operating System (OS). (If OS proposed by vendor is Windows Server 2022 and higher, no cost is to be mentioned)	XXX	XXX	XXX
2	Database License. (If Database proposed by vendor is Oracle 19C and above, no cost is to be mentioned) However units to be mentioned	XXX	XXX	XXX
3	Middleware (if any give details)	XXX	XXX	XXX
4	Third Party Utilities – 1 (if any give details)	XXX	XXX	XXX
5	Third Party Utilities – 2 (if any give details)	XXX	XXX	XXX
6	Third Party Utilities – 3 (if any give details)	XXX	XXX	XXX
7	Third Party Utilities – 4 (if any give details)	XXX	XXX	XXX
	<b>SUB TOTAL (B)</b>	XXX	XXX	XXX

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>C</b>	<b>Implementation, System Integration</b>			
1	Implementation of proposed solution and Integration with other systems	1	XXX	XXX
	<b>SUB TOTAL (C)</b>		XXX	XXX

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>D</b>	<b>Training Cost</b>			
1	Training to the identified Bank Staff	1	XXX	XXX
	<b>SUB TOTAL (D)</b>		XXX	XXX



E		Facility Management Cost											
Sn o	Description	Qt y	Year -1		Year -2		Year -3		Year -4		Year -5		Total E= Y1+Y2+Y 3+Y4+Y5
			Year -1 Rate	Year-1 Total	Year- 2 Rate	Year-2 Total	Year- 3 Rate	Year-3 Total	Year- 4 Rate	Year-4 Total	Year- 5 Rate	Year-5 Total	
		Q	R1	Y1=Q* R1	R2	Y2=Q* R2	R3	Y3=Q*R 3	R4	Y4=Q*R 4	R5	Y5=Q*R 5	
1	L1 Resource (2 Shifts)	2	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
2	L2 Resource (8xWorking Days)	1	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
3	L3 Resource (8xWorking Days)	1	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
	Grand Total (E)	4	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

<b>F</b>	<b>Annual Technical Support (ATS)</b>	<b>Yea r-2</b>	<b>Yea r-3</b>	<b>Year -4</b>	<b>Yea r-5</b>	<b>Total</b>
1	ATS of Integrated Core Banking Solution for International Operations for DC, DR and UAT (ATS for a period of <b>4 years</b> after completion of one year warranty)	XX X	XX X	XXX	XX X	XXX
2	ATS of OS (ATS for a period of <b>4 years</b> after completion of one year warranty) (If OS proposed by vendor is Windows Server 2022 and higher, no cost is to be mentioned)	XX X	XX X	XXX	XX X	XXX
3	ATS of Database (ATS for a period of <b>4 years</b> after completion of one year warranty) (If Database proposed by vendor is Oracle 19C and above, no cost is to be mentioned)	XX X	XX X	XXX	XX X	XXX
4	ATS of any Middleware (ATS for a period of <b>4 years</b> after completion of one year warranty)	XX X	XX X	XXX	XX X	XXX
5	Third Party Utilities – 1 (if any give details)	XX X	XX X	XXX	XX X	XXX
6	Third Party Utilities – 2 (if any give details)	XX X	XX X	XXX	XX X	XXX
7	Third Party Utilities – 3 (if any give details)	XX X	XX X	XXX	XX X	XXX
8	Third Party Utilities – 4 (if any give details)	XX X	XX X	XXX	XX X	XXX
	<b>SUB TOTAL (F)</b>	XX X	XX X	XXX	XX X	XXX

<b>G</b>	<b>Change Management Cost</b>	<b>No of Mandays</b>	<b>Per Manday cost (In INR) - M</b>	<b>Total = 100 * M</b>
	Cost for 100 Man days for the TCO purpose, payment will be made as per FPA method for actual expenses for Change Request. Amount to be quoted is (100 * man day rate). The rate will be applicable during contract period of 5 years.	100	XXX	XXX
	<b>SUB TOTAL (G)</b>		XXX	XXX

<b>Amount in Indian Rupees</b>	
<b>Total Cost to Ownership (TCO) = SUB TOTAL ( A + B + C + D + E + F + G )</b>	XXX
<b>TCO in words : Rupees</b> _____	

**Notes:**

1. The price arrived / discovered through RFP will be valid for the contract period of 5 years.
2. All licenses related to this Integrated Core Banking Solution for International Operations will be in the name of Bank. However, Bank is providing database licenses of Oracle 19C and above as well as Windows Server 2022 & above if required but bidder

- need to arrange support for Oracle Database and OS.
3. Bidder need to apply the patches as well as security updates and implement Bank's Base line security as per Bank's IT security policy without any additional cost.
  4. All the related Software such as operating system, Java, Apache tomcat, Search engine etc., if any, must be included in above commercials. Bank will not allow any fresh purchase. If anything missed and required for all above Solutions. It will be the responsibility of Bidder to provide the same.
  5. Bidders are required to provide item wise full description of Hardware / networking equipment required along with make/ mode & size with full configuration for each item of hardware/ networking equipment.
  6. In case of any discrepancy in TCO amount, the figure in words will be treated as final.
  7. Quantity of customer profile is indicative only. Actual quantity of profile may increase or decrease based on requirement.
  8. The ATS charges per annum should be minimum 18% of the License cost of software components.
  9. Resources strength is mentioned in commercial Bill of Material is minimum requirement to manage the proposed application.
  10. Facility Management Cost (Unit Price of dedicated support) is for entire project period of five (5) years. Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resources if needed during contract period of five (5) years.
  11. Integrated Core Banking Solution for International Operations Cost for entire contract period of 5 years. Quantity mentioned here is only indicative for deriving TCO. Actual quantity may increase or decrease as per requirement.
  12. All the changes sought by Regulator and statutory authorities received from time to time during contract period and subsequent renewals, if any, must be carried out at no extra cost to the Bank.
  13. Any unused man days in a year under the head "**Change Management Cost**" shall be carried forward to the subsequent year within the same rate. The effort shall be estimated based on the Function Point Analysis (FPA) method as practiced in the Bank.
  14. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly. In any case unit price cannot be increased & offered quantity cannot be decreased to correct the TCO.
  15. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
  16. If the bidder does not accept the correction of errors, the bid will be summarily rejected.

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

**Place:** \_\_\_\_\_ **Name & Designation & mail id:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Business Address:** \_\_\_\_\_

## Annexure-G – Commercial Bid

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>A</b>	<b>Application Licence Cost</b>			
1	Perpetual Enterprise License cost of Integrated Core Banking Solution for International Operations for DC, DR and UAT including warranty for One Year after Go Live	Enter prise		
	<b>SUB TOTAL (A)</b>			

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>B</b>	<b>Third Party Software License Cost</b>			
1	Operating System (OS). (If OS proposed by vendor is Windows Server 2022 and higher, no cost is to be mentioned)			
2	Database License. (If Database proposed by vendor is Oracle 19C and above, no cost is to be mentioned) However units to be mentioned			
3	Middleware (if any give details)			
4	Third Party Utilities – 1 (if any give details)			
5	Third Party Utilities – 2 (if any give details)			
6	Third Party Utilities – 3 (if any give details)			
7	Third Party Utilities – 4 (if any give details)			
	<b>SUB TOTAL (B)</b>			

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>C</b>	<b>Implementation, System Integration</b>			
1	Implementation of proposed solution and Integration with other systems	1		
	<b>SUB TOTAL (C)</b>			

Sr No	Item Description	No of Units (A)	Unit Price (B) In ₹	Total Cost C = (A) * (B) In ₹
<b>D</b>	<b>Training Cost</b>			
1	Training to the identified Bank Staff	1		



	SUB TOTAL (D)			
--	---------------	--	--	--

<b>E – Facility Management Cost</b>													
Sn o	Description	Qty	Year -1		Year -2		Year -3		Year -4		Year -5		<b>Total E=</b> <b>Y1+Y2+Y</b> <b>3+Y4+Y5</b>
			Year -1 Rate	Year-1 Total	Year- 2 Rate	Year-2 Total	Year- 3 Rate	Year-3 Total	Year- 4 Rate	Year-4 Total	Year- 5 Rate	Year-5 Total	
		Q	R1	Y1=Q* R1	R2	Y2=Q* R2	R3	Y3=Q*R 3	R4	Y4=Q*R 4	R5	Y5=Q*R 5	
1	L1 Resource (2 Shifts)	2											
2	L2 Resource (8xWorking Days)	1											
3	L3 Resource (8xWorking Days)	1											
	<b>Grand Total (E)</b>	4											



F	Annual Technical Support (ATS)	Yea r-2	Yea r-3	Year -4	Yea r-5	Total
1	ATS of Integrated Core Banking Solution for International Operations for DC, DR and UAT (ATS for a period of <b>4 years</b> after completion of one year warranty)					
2	ATS of OS (ATS for a period of <b>4 years</b> after completion of one year warranty) (If OS proposed by vendor is Windows Server 2022 and higher, no cost is to be mentioned)					
3	ATS of Database (ATS for a period of <b>4 years</b> after completion of one year warranty) (If Database proposed by vendor is Oracle 19C and above, no cost is to be mentioned)					
4	ATS of any Middleware (ATS for a period of <b>4 years</b> after completion of one year warranty)					
5	Third Party Utilities – 1 (if any give details)					
6	Third Party Utilities – 2 (if any give details)					
7	Third Party Utilities – 3 (if any give details)					
8	Third Party Utilities – 4 (if any give details)					
	<b>SUB TOTAL (F)</b>					

G	Change Management Cost	No of Mandays	Per Manday cost (In INR) - M	Total = 100 * M
	Cost for 100 Man days for the TCO purpose, payment will be made as per FPA method for actual expenses for Change Request. Amount to be quoted is (100 * man day rate). The rate will be applicable during contract period of 5 years.	100		
	<b>SUB TOTAL (G)</b>			

**Amount in Indian Rupees****Total Cost to Ownership (TCO) = SUB TOTAL ( A + B + C + D + E + F + G )****TCO in words : Rupees****Notes:**

1. The price arrived / discovered through RFP will be valid for the contract period of 5 years.
2. All licenses related to this Integrated Core Banking Solution for International Operations will be in the name of Bank. However, Bank is providing database licenses of Oracle 19C and above as well as Windows Server 2022 & above if required but bidder need to arrange support for Oracle Database and OS.
3. Bidder need to apply the patches as well as security updates and implement Bank's Base line security as per Bank's IT security policy without any additional cost.
4. All the related Software such as operating system, Java, Apache tomcat, Search engine etc., if any, must be included in above commercials. Bank will not allow any fresh purchase. If anything missed and required

for all above Solutions. It will be the responsibility of Bidder to provide the same.

5. Bidders are required to provide item wise full description of Hardware / networking equipment required along with make/ mode & size with full configuration for each item of hardware/ networking equipment.
6. In case of any discrepancy in TCO amount, the figure in words will be treated as final.
7. Quantity of customer profile is indicative only. Actual quantity of profile may increase or decrease based on requirement.
8. The ATS charges per annum should be minimum 18% of the License cost of software components.
9. Resources strength is mentioned in commercial Bill of Material is minimum requirement to manage the proposed application.
10. Facility Management Cost (Unit Price of dedicated support) is for entire project period of five (5) years. Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years.
11. Integrated Core Banking Solution for International Operations Cost for entire contract period of 5 years. Quantity mentioned here is only indicative for deriving TCO. Actual quantity may increase or decrease as per requirement.
12. All the changes sought by Regulator and statutory authorities received from time to time during contract period and subsequent renewals, if any, must be carried out at no extra cost to the Bank.
13. Any unused man days in a year under the head “**Change Management Cost**” shall be carried forward to the subsequent year within the same rate. The effort shall be estimated based on the Function Point Analysis (FPA) method as practiced in the Bank.
14. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly. In any case unit price cannot be increased & offered quantity cannot be decreased to correct the TCO.
15. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
16. If the bidder does not accept the correction of errors, the bid will be summarily rejected.

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

**Place:**

**Name & Designation & mail id:** \_\_\_\_\_

**Date:**

**Business Address:** \_\_\_\_\_

**Annexure-H – Declaration for Compliance**

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

**Signature:**

**Name:**

**Date:**

**Seal of company:**

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

**Signature:**

**Name**

**Date**

**Seal of company:**

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

**Annexure-I - Undertaking by Bidder**

To:

Place:

Date:

Central Bank of India,  
Department of Information Technology,  
4th Floor, Plot No. 26, Sector 11,  
Opp. CBD Belapur Railway Station,  
CBD Belapur, Navi Mumbai 400614

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

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

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

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

### Annexure-J - Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of 2024, and shall be deemed to have become in full force and effect from (the “EffectiveDate”).

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

Central Bank of India, a nationalized Bank constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021 (hereinafter referred to as “Central Bank of India” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) and its Office at Central Bank of India, Department of Information Technology, 4th Floor, Plot No. 26, Sector 11, Opp. CBD Belapur Railway Station, CBD Belapur, Navi Mumbai of the OTHER PART:

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

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

WHEREAS:-

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

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

#### **1. Interpretation**

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of

the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## 2. **Confidentiality:**

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

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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

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

## 3. **Return or destruction:**

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at anytime on receipt of a written demand from the disclosing party: i) immediately return all written



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

4. **Permitted disclosure:**

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

5. **Ownership of Information:**

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

6. **No Representation:**

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

7. **Remedies and Relief:**

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

8. **No Assignment**

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

9. **Severability**

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

10. **Delay or Waiver**

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

11. **Notices**

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

12. **Term**

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

13. **Jurisdiction for dispute resolution:**

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

14. **Governing Law**

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

15. **Indemnity**

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

16. **Modification**

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

executed by Parties.

17. **Headings**

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

18. **Counterparts**

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_DAY OF 2025 / 2026

Signed and delivered by

Signed and delivered by

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

Central Bank of India

Signed by:

Signed by:

Name .....

Name .....

Title .....

Title .....

in the presence of

in the presence of

.....

.....

**Annexure-K – Reference Site Details**

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

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users	
Name of the contact person for reference	
Contact details of contact person	
Modules used at Branches/Offices	
Project Details <ul style="list-style-type: none"> <li>a. Application Name</li> <li>b. Database</li> <li>c. Name of tools</li> <li>d. Maintenance &amp; support</li> </ul>	

(Enclose necessary documentary proof)

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

Dated this..... Day of 2025 / 2026

(Signature)

(In the capacity of)

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

### Annexure-L – Details of Hardware & Operating System Requirement

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

Particulars	No of Core	RAM	Storage	OS	DB	TYPE (DB/APP/ Web/ OTHERS)	Any other software / middle ware requirement	DC/ DR/ UAT	REMARK

**Note:**

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

The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years). Proper justification for proposing the specified sizing shall be submitted by the bidder. The proposed solution should be capable of maintaining data of at least 10 years in live environment and should be accessible through the application. Thereafter the system shall provide purging & archival of data. The response time at server end shall be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.9% and response time < 3 second), Penalty clause as mentioned in RFP and SLA will be applicable.

If proposed solution requires any other database other than Oracle and Windows Server 2022 & above OS, bidder has to provide database & OS and absorb the cost within the TCO as detailed in Annexure-G.

Yours faithfully,

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

**Annexure-M – Format for Performance Bank Guarantee (Covering Delivery Obligation)****NOTE:**

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

To

Central Bank of India,  
 Department of Information Technology,  
 4th Floor, Plot No. 26, Sector 11,  
 Opp. CBD Belapure Railway Station,  
 CBD Belapur, Navi Mumbai 400614

Dear Sir,

In consideration of Central Bank of India, Department of Information Technology, 4th Floor, Plot No. 26, Sector 11, Opp. CBD Belapure Railway Station, CBD Belapur, Navi Mumbai placing an order for Selection of Vendor for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations & on\_\_\_\_having registered office at\_\_\_\_\_(herein after called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no \_\_\_\_\_dated \_\_\_\_\_(herein after called the said contract), we\_\_\_\_\_(Name of the Guarantor Bank), a 'scheduled Bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_

\_\_\_\_\_  
 (herein after called thebank), do hereby irrevocably and unconditionally guarantee the Bank for due performance of the vendor for Selection of vendor by the Bank for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we\_\_\_\_\_(Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from

you during the currency of the contract stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

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

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

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

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

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



amalgamation or reconstitution.

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

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 10% of the TCO.
- II) This bank guarantee shall be valid up to..... (Date of expiry of Bank Guarantee)
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before (date of claim period of one year from date of expiry of Bank Guarantee may be mentioned) 12:00 hours (Indian standard time for full contract plus one year grace period) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney

No. Date:

WITNESS:

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

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

### Annexure-N – Pre-Contract Integrity Pact

**Tender Ref. No: CO/DIT/2025-26/439**

#### INTEGRITY PACT

Whereas Central Bank of India having its registered office at Chandermukhi, Nariman Point, Mumbai, India -400 021 acting through its C P P C - C u s t o m e r C a r e Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

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

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

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

#### **1. Preamble**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Previous Transgression**

5.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years

from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

## 6. Company Code of Conduct

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

## 7. Sanctions for Violation

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

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

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

## 8. Compensation for Damages

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

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

## 9. Price Fall Clause

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

## 10. Independent External Monitor(s)

- 10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Central Bank of India, Chander Mukhi, Nariman Point, Mumbai 400021, within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

## 11. Law and Place of Jurisdiction

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

## 12. Other Legal Actions

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

## 13. Integrity Pact Duration.

- 13.1. This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.
- 13.2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Central Bank of India.
- 13.3. Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 14. Other Provisions

- 14.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 14.5 This Integrity Pact is signed with Central Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 14.6 The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)





BUYER  
Signature:  
General Manager/Dy G M,  
Central Bank of India,  
.....Division

Date:  
Stamp:

Witness

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

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

\_\_\_\_\_

BIDDER \* /SELLER\*  
Signature:  
Authorized Signatory (\*)

Date:  
Stamp:

Witness

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

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

\_\_\_\_\_

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

**Annexure-O – Bid Query Format**

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

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

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Date:

.Signature:

.Name & Designation:

Business Address:

**Annexure-P – Know Your Employee (KYE) Clause**

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

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

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

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

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

Signature of Competent Authority with company seal \_\_\_\_\_  
Name of Competent Authority \_\_\_\_\_  
Company / Organization \_\_\_\_\_  
Designation within Company / Organization \_\_\_\_\_  
Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_  
Designation of Authorized Representative \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Verified above signature  
Signature of Competent Authority \_\_\_\_\_  
Date \_\_\_\_\_

Annexure-Q – Certificate for Confirmation of MSME/NSIC Firms

(on Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, and Turnover is Rs. \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2024. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

.....  
.....

Chartered Accountant Firm Name

Signature  
Name  
Reg.No

.....  
.....  
.....  
.....  
.....  
.....  
.....

VID No..



**Annexure-R – Certificate of Local Content for Make in India (MII)**

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

Date:

To,

Central Bank of India,  
 Department of Information Technology,  
 4th Floor, Plot No. 26, Sector 11,  
 Opp. CBD Belapur Railway Station,  
 CBD Belapur, Navi Mumbai, 400614

Dear Sir,

**Ref.: RFP No.: CO/DIT/2025-26/439 Dated: 10/12/2025**

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

1. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.
2. \_\_\_\_\_ (Details of Locations where value additions are made and break up of local content percentage should be provided)

Signature with company

sealName:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

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

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

**Annexure-S - Restriction on Procurement due to National Security**

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

Date:

To,

Central Bank of India,  
Department of Information Technology,  
4th Floor, Plot No. 26, Sector 11,  
Opp. CBD Belapure Railway Station,  
CBD Belapur, Navi Mumbai 400614

Dear Sir,

**Ref.: RFP No.: CO/DIT/2025-26/439 Dated: 10/12/2025**

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**Annexure-T – Bid Security Declaration**

To

Central Bank of India,  
Department of Information Technology,  
4th Floor, Plot No. 26, Sector 11,  
Opp. CBD Belapure Railway Station,  
CBD Belapur, Navi Mumbai 400614

Dear Sir,

**Subject: Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations.**

We \_\_\_\_\_ (bidder name), hereby declare that if we Withdraw / modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 2 years from the date of submission of Bid.

We, also hereby declare that:

1. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract and
2. In case, we become successful bidder and if:
  - a) We fail to execute Contract within the stipulated time or
  - b) We fail to furnish Performance Bank Guarantee within the timeline stipulated in this RFP document.

Then, our participation in future tenders is liable to be suspended for 5 years from the date of submission of Bid.

Yours faithfully,

Date :-

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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



**Annexure-U - Undertaking of Information Security**

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

**Place:**

**Date:**

To:

Central Bank of India,  
Department of Information Technology,  
4th Floor, Plot No. 26, Sector 11,  
Opp. CBD Belapure Railway Station,  
CBD Belapur, Navi Mumbai 400614

Sir,

**Subject: Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation and Maintenance of Integrated Core Banking Solution for International Operations**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

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



Annexure-V – Proposed Team Profile

[Map the Projects Team Profile here with Proposed Scope]

SNo	Name of Team Member	Designation	Role in the Project	Qualifications & Certifications	Total Experience (years)	Relevant experience in implementation of Proposed Solutions in Large Environments (Years)	Previous similar Assignment details (Preferably in BFSI sector)

Yours faithfully,

Authorized Signatory

Date :

Place :

Signature of Authorized Signatory :  
Name of Signatory :  
Designation :  
Seal of Company

**Annexure-W – Manufacturer Authorization Form**

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

**Tender Ref: - CO/DIT/2025-26/439 Date: - 10/12/2025**

Date:

To,  
General Manager-IT  
DIT, Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur  
Navi Mumbai-400614,

Sir,

We ..... (Name of the OEM) who are established and reputable Manufacturers / Developer/ Supplier of ..... having Offices 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 **“Integrated Core Banking Solution for International Operations”** application by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our warranty as per terms & conditions of the RFP and the agreement, for the *Licenses* for “MS Office 365 – Apps for Enterprise” and services supplied/offered 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 product and services.

We assure you that in the event of M/s ..... not being able to fulfill its obligation in respect of the warranty terms during the contract period for the **“Integrated Core Banking Solution for International Operations”** application supplied, as defined in the RFP, ..... (OEM Name) would continue to meet these obligations 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-X – Software Bill of Materials (SBOM)

Sno	Component Name	Software / Middle ware 1	Software / Middle ware 2	Software / Middle ware 3
1	Version			
2	Description			
3	Supplier			
4	License			
5	Origin			
6	Component Dependencies			
7	Vulnerabilities			
8	Patch Status			
9	Release Date			
10	End of Life (EOL) Date			
11	Criticality			
12	Usage Restrictions			
13	Checksums or Hashes			
14	Comments or Notes			
15	Author of SBOM Data			
16	Timestamp			
17	Executable Property			
18	Archive Property			
19	Structured Property			
20	Unique Identifier			

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

Place:

Name & Designation & mail id: \_\_\_\_\_

Date:

Business Address: \_\_\_\_\_