CENTRAL BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)/ LIMITED TENDER

for

Selection of vendor for providing Bharat Connect- Biller Operating Unit (BOU) services under OPEX model

(Limited Tender- Only for service providers empanelled through Fintech portal of Central Bank of India)

Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai
RFP Reference No.: NB&ET/Fintech/RFP/2026-27/01
Date: 09/06/2026

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Definitions & Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, CBoI means 'Central Bank of India'
2. Recipient, Respondent, Bidder, service provider, vendor means the respondent to the RFP document
3. RFP/ Bid document means the Request for Quotation document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. ATP means Acceptance Test Procedure
8. AMC means Annual Maintenance Contract
9. SLA means Service level Agreement
10. NDA means Non-Disclosure Agreement
11. DEM means Data Exchange Model
12. BOM – Bill of Material
13. SI – System Integrator
14. OSD - Original Software Developer
15. GeM – Government-e-Marketplace
16. Annual Technical Support (ATS)
17. BHARAT CONNECT- BOU – Bharat Connect- Biller Operating Unit
18. One Time Cost (OTC)
19. Total Cost of Ownership (TCO)
20. EMD – Earnest Money Deposit
21. API – Application Programming Interface
22. BHARAT CONNECT – Earlier BBPS
23. Support means Support & Services to be provided as part of the Scope of Work
24. Application Programming Interface (API)
25. NPV mean Net Present Value
26. UAT means User Acceptance Test
27. DC Means Data Centre
28. DR Means Data Recovery Centre
29. Management Information System (MIS)
30. SP means Service Provider or vendor
31. CSV – Comma Separated Values
32. DHCP – Dynamic Host configuration Protocol
33. FIPS - Federal Information Processing Standard
34. HIPAA - Health Insurance Portability and Accountability Act
35. PDF – Portable Document Format
36. SOX - Sarbanes-Oxley Act of 2002
37. TAT – Turn Around Time
38. UAT – User Acceptance Testing
39. TPS – Transactions Per Second
40. RTO – Recovery Time Objective
41. RPO – Recovery Point Objective
42. PII – Personal Identifiable Information
43. IS – Information Security
44. BEPG - Bharat Ecommerce Payment Gateway
45. BOU- Biller Operating Unit

Please note:

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 the Competent Authority.

II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.

III. "Bidder" (including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV. "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 venture where any member of the consortium or joint venture falls under any of the above

V. The *beneficial owner* for the purpose of (iii) 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 juridical person, has a controlling ownership interest or who exercises control through other means.
   Explanation—
   a. "Controlling ownership interest" means ownership of or entitlement to more than 10% of shares or capital or profits of the company.
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than ten percent 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 juridical person, has ownership of or entitlement to more than fifteen percent 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 who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 25 percent 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.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:

1. Additive Manufacturing (e.g. 3D Printing)
2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
4. Chemical Technologies
5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software

IX. In the event if the Bank undergoes any merger, amalgamation, consolidation, or restructuring with any other nationalized 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.

Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	**09/06/2026**
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Saumy Navit 2. Contact No. – 022-4919 7332 / 7343 3. Email: agmdptb@centralbank.bank.in 4. Postal Address: **Assistant General Manager** **Central Bank of India** **NB&ET Department** **1st Floor, MMO Building,** **Fort, Mumbai- 400023**
3	Pre–bid Meeting details	o Pre bid meeting will be held on as per details below: Venue: **Central Bank of India** **NB&ET, Department** **1st Floor, MMO Building,** **Fort, Mumbai- 400023** **Date of Prebid meeting: 15/06/2026** **Time: 03:00 PM** o Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on agmdptb@centralbank.bank.in and smitdptb@centralbank.bank.in in advance before pre-bid meeting along with pre-bid clarification. Last date of submission of Prebid queries is 12/06/2026
4	Last Date of Submission of RFP Response (Closing Date)	23/06/2026 03:00 PM Mode: Offline (Physical bid submission)
5	Eligibility Cum Technical Bid Opening Date	23/06/2026 03:30 PM
6	Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility and technical evaluation will be opened.
7	Bid Security (Earnest Money Deposit)	Rs 5,00,000/- (Rs. Five Lakhs Only)
8	Mode of bid submission	Physical
9	Performance Bank Guarantee	3% of Total Cost of ownership (TCO)

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RFP/ Limited Tender for Selection of vendor for providing Bharat Connect- Biller Operating Unit (BOU) services under OPEX model

Note: Nomenclature of BBPS (Bharat Bill Payment System) have been revised to Bharat Connect. Bidders are advised to please refer BBPS- BOU as BOU services of Bharat Connect, wherever it has been mentioned in this bid document. RFP is intended for selection of the service provider to provide Biller Operating Unit (BOU) through Bharat Connect platform. Wherever, reference to Customer Operating Unit (COU) has been mentioned if any; it should be treated as optional.

1. INTRODUCTION

Central Bank of India (CBOI), one of the leading nationalized Banks of the country is a Public Sector Bank with Offices geographically located across India and presently having more than 4600 Branches/ Offices. As of now, it has 14 Zonal Offices and 91 Regional Offices controlling these branches besides specialized service branches.

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Central Office at Chander Mukhi, Nariman point, Mumbai 400021, (hereinafter referred to as 'the Bank'), invites bids from service providers empanelled for Bharat Connect- BOU (Bharat Connect) category through Fintech portal of Central Bank of India for providing Bharat Connect- Biller Operating Unit (earlier BBPS- BOU) services under OPEX model.

2. BACKGROUND

Central Bank of India is live in COU (Customer Operating Unit) and providing the facility of various bill payments to its customers.

Now, Bank is floating a new RFP for inviting eligible bidders for providing Bharat Connect- Biller Operating Unit (BOU) services under OPEX model as stipulated in RFP. In this connection, Bank invites application through GeM portal viz. "Technical Proposal" and "Commercial Bid"for selection of bidder as per the terms & conditions, technical specifications and scope of work as described in this document.

This invitation of Bids is only for empaneled service providers/ Fintechs with Central Bank of India for BBPS- BOU (Now Bharat Connect) through Fintech portal of the Bank as on or before the date of floating the RFP provided the participating bidders fulfill the terms and conditions as mentioned in bid document.

Bank intends to enter contract with the selected bidder initially for a period of three (3) years from the date of execution of Agreement. It may further be extended for two terms of one year each based on the satisfactory performance of bidder, successful renewal of Fintech empanelment agreement and at Bank's sole discretion.

In case of amalgamation/ merger; Bank will have right to continue or discontinue product/ services without assigning any reason.

Pre-Qualification for Submission of Bid

The bidders who are empaneled with Central Bank of India for BOU of Bharatconnect (Earlier BBPS) through Fintech Portal and satisfying the technical specifications and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated, may submit their bid on or before the timeline stipulated in the schedule of RFP.

Bank will not accept the bid after the timeline.

3. SCOPE OF WORK

The selected bidder must provide complete solution for Bharat Connect for Biller Operating Unit (BOU) in Bharat Bill Payment Ecosystem as per NPCI / RBI guidelines along with on-boarding existing and upcoming Billers, integrating with existing and future payment channels, Bank's customizations as well as all NPCI mandated enhancements.

The below scope is indicative but not limited. Bank's decision on the scope of engagement will be final and binding on the bidder.

The high-level scope consists of the following requirements:

1. Biller Operating Unit (BOU)
2. Payment Types and Options for BOU
3. Bank Admin Portal
4. Biller Portal
5. Channel / Agent Portal
6. NPCI and other required Certifications
7. Reconciliation, Settlement and Refunds
8. Complaints/Dispute Management (CMS & DMS of NPCI)
9. Support
10. Putting into place a fraud and risk mechanism
11. Audit and Compliance related requirements
12. System Capabilities and scalability

Functionalities Required

a) Limit management & enabling/ disabling for channels, Agent Institutes, Agents, etc.

b) Real time MDM updation through APIs

c) Solution should be capable of:
   - Bill Fetch, Bill Validation, Bill Pay, etc.
   - Send notifications through SMS, email, Whatsapp, etc.
   - Update the biller MDM and consume the plans.
   - Any other new features as prescribed by Regulators from time to time.

d) Solution should provide Registration, Modification and De-registration of the BHARAT CONNECT & Non-BHARAT CONNECT billers.

e) Bill presentment and payment: Solution should be capable to register the utility with options of manual/ auto payment options, pull the bills generated for registered utilities, store the outstanding bill amount and be able to display in the front end to the customers, execute auto payment on scheduled date/ due date/ set frequency, etc.

f) Solution should be capable to send alerts through SMS, Email, WhatsApp, etc. for:
   - Registration, Modification & De-Registration of the utility
   - Bill Generation
   - Bill Due
   - To maintain sufficient balance before execution of auto payment
   - Bill payment (success/ fail)
   - Other related messages

g) Selected Bidder to perform integration, testing in UAT and Production movement for channel/ Agent Institution
h) Solution should be capable for Bulk biller management like register Bulk billers, Bulk bill presentment, Bulk bill payments, etc.
i) Solution for migrating existing bill payment registrations.
j) User manuals and video guide for Biller/Bank
k) Training session/ workshop across channels/Biller Agent as required
l) BHARAT CONNECT solution should have capability to support multiple languages in addition to English and Hindi for various notifications including SMS alerts or email as and when required by Bank and same should be available as preferred language selected by customers.
m) All web application offered by the bidder should support for all major browsers (Google Chrome, Mozilla Firefox, Internet Explorer etc.,)

Detailed scope:

A. Biller Operating Unit:

a) BOU Module as per BBPCU/ NPCI/ RBI guidelines along with Banks customizations

b) Solution should be secured and should be able to on-board the billers without any limitation of Payment mode, Payment channel, Parameter level restriction, etc.

c) Integration with Billers:
   - To provide a solution to integrate existing billers on platform and also future billers
   - Bank should be able to integrate biller on its own through portal without dependency on bidder

d) Functionality & Features:
   - Solution should be able to integrate Billers in ON-LINE (direct integration with the biller systems) as well as OFF-LINE (upload/ downloading of bill presentment/ payment files in secured manner) as per the requirement of the biller. The Solution should be able to on-board a biller under categories such as donation category, where there is no presentment file, it should accept payments and furnish the appropriate bill payment receipt including income tax benefit details, provide downloading of the files for biller in appropriate format.

- Solution should be able to support Bill Fetch, Bill Pay and validate the Bill details or any other such existing or future functionality
- Solution to provide a dedicated portal for biller with dashboard of transactions, complaints & its responses, etc. and should be customized as per bank's requirement with facility to view/download transactions report based on transaction date, status & reconciliation status etc.
- Bidder should liaise with billers/ agents for onboarding them under BHARAT CONNECT platform.

e) BOU Minimum capability of -200- TPS, should be further scalable to handle -500- TPS as per operational demand of system.

f) Biller/ Agent management portal to manage biller on-boarding, complaints, reconciliations, settlement, MIS to config etc

g) Biller onboarding document with the complete flow should be provided

h) The Bidder's proposed Bharat Connect solution currently should process minimum -2- Lakh payment transaction per day and capability to process -10- Lakh payment transaction per day for BOU module.

B. Payment Types and Options for BOU:

a) Following Payment Types need to be supported:

- Cash
- Credit/Debit Cards
- Net Banking
- IMPS
- Prepaid Instruments
- AEPS
- Standing Instructions
- UPI AutoPay
- Credit card on UPI
- Any other such type

b) Following Payment options need to be supported:

- Full Payment
- Minimum Payment
- Excess Payment
- Ad-Hoc Payment
- Part Payment
- Penalty Payment
- Any other payment option introduced

C. Admin Portal for Bank user:

a) User Management:

- Solution should have proper user access management for creation of multiple users and assign/de-assign rights.

- Portal should send alerts to the configured email IDs if any downtime, fluctuations, etc. in Biller and channel wise.
- Portal should support user creation for access to Bank portal, Biller portal, Agent Institution and Agent portal.
- Fetch user details from Bank's domain platform

b) Role based access Management:

- Portal should have the capability for creation of multiple roles
- Portal should have the capability for functionality mapping and privilege allocation.
- The portal should have Maker Checker facility for all the functionalities provided in the admin portal.

c) Transaction, Biller, Channel Monitoring:

- Dashboard to monitor the application, billers, channels to be provided.
- Dashboard should generate reports for all channels, payment modes, Billers/sub-billers, Agents, etc., for specific time period, should be customized and made available as per the requirements of the Bank.
- Separate Dashboard should be made available and customized for individual Channels, Billers and Agents.

d) Report Section:

- The portal should be able to provide specific time period-based reports on Hourly, Daily, Monthly, Quarterly, Half Yearly, Yearly and adhoc transactions count and amount for BOU – Biller-wise, success, failure, consolidated, etc.
- Reports including bill fetch / bill payment success and failure transaction including clear bifurcation on business decline and technical decline for any period must be available.
- Biller MIS, Agent MIS downloadable in any format i.e. Excel, Notepad, CSV, PDF, etc. on specific time period based in daily, fortnightly, monthly, quarterly, Half yearly, Yearly basis or any specific format as required.
- Dashboard should also be configured to provide all type of MIS which will be required by Recon team as per need basis.
- Report generation should have facility to search any transaction based on transaction level parameters.
- Report generation should have option to view and download report based on date range selection.
- Report of fetches made for BOU on monthly basis
- Transaction decline report – this report should include transaction declined due to technical, business reasons.
    - There should be a biller/channel/agents wise summary report on Transaction decline with the percentage of technical decline and business decline.

- Detailed Transaction decline report – which should include all the descriptive reasons of decline along with the impacted transaction count and amount with the categorization on payment modes.
- Day wise Transaction decline report with Technical & business reason. This report to be auto mailed to the configured email ids at Bank level.

- Proposed solution should be able to generate day wise system downtime report with the date range selection. Downtime report should have total system uptime and downtime date wise. Summary report for month wise. Downtime report should have all parameters and calculations which can help Bank to calculate on total system availability, as mentioned in SLA.
- Mandatory Reports:
  - Daily/Monthly/Quarterly/Yearly transaction summary
  - Channel wise transaction report
  - Biller wise transaction report
  - Report to be submitted for regulatory/statutory authorities
  - System uptime/downtime report
  - Failure Transaction report with error codes defined by NPCI
  - Complaint Summary
  - Biller performance Report (Monthly/Quarterly/Yearly)
  - Channel wise performance report (Monthly/Quarterly/Yearly)
- Search Management - Portal should be able to display the history of transaction details of customers through mobile no, BHARAT CONNECT ref ID, Biller ID/ channel, duration, etc. and its combination.
- Registration:
  - Facility to download reports for Registration, Modification and De-registration of billers through various channels.
  - Option to search registration details with mobile number/Biller ID.

e) Profile Management:

System should support creation and maintenance of following participant profiles:

- Billers:
  - Basic Data
  - Biller Parameters
  - Biller ID
  - Finalized commercials
  - Settlement details
  - Bulk Biller upload
- Agent Institution / Agents:
  - Basic Data
  - Limit Setup

- Agent ID
- Bulk Agent
- Finalized Commission
- Settlement details

- Profiles should support following configurable features:
  - Delivery Channel
  - Payment Types
  - Payment Options
  - Fees & Charges
  - Interfacing options

f) Document Management System: Provision to upload documents and emails for future audit or any other purpose within this portal.

g) App infrastructure dashboard containing all the downtimes incidents availability details of Biller/Sub Billers or channels etc.

h) Login activities of other users should be visible to Admin users

i) Reports related to reconciliation and settlement should be downloadable from portal

j) Should facilitate on boarding and management of Billers

k) Should facilitate management of Agents and Agent Institutions

l) All complaints data registered or assigned in CANVAS or through any other complaint management portal pertaining to the solution delivered as part of the agreement to be tracked, stored and made available in the portal to keep track of complaints.

m) Facility to view request/response log of specific transactions in the portal

n) Any information or MIS report requested by the Bank should be provided by the bidder during the contract period in the format sought by the Bank.

D. Biller Portal

a) There should be separate report module for biller portal

b) Upon creation of user id of biller by Bank Admin, an automated email should be sent to registered email id of the biller with user id and password rest link for first time access.

c) Creation of user id and accessing of biller portal by the biller will be developed and made available by adhering to all the guidelines specified in Bank's IT security and password policy.

d) Facility to check the complete detail of a transaction using Bharat Connect reference ID, RRN etc.

e) Performance of the biller indicating hourly count of total number of transactions with break-up of successful and failed transactions with error code and error description.

f) Facility for the biller to download following reports with the option to download report in excel, .csv, .txt or any specific format:

- Date wise transaction report with date range selection.
- Settlement report with the details of success transactions.

g) Facility to view the refunded transaction.

h) Biller wise transaction report with transaction status and recon status to enable Biller to download MIS at their end.

i) The periodic reports sought by the Regulators/ NPCI/BBPCU should be automated.

E. Channel / Agent Portal

a) There should be separate report module for bank team managing the channel.

b) Upon creation of user id by Bank Admin for bank staff managing the channel/agent, an automated email should be sent to official email id of the staff with user id and password rest link for first time access.

c) Creation of user id and accessing of channel portal by the channel/agent will be developed and made available by adhering to all the guidelines specified in Bank's IT security and password policy.

d) Facility to check the complete detail of a transaction using Bharat Connect reference ID, RRN etc.

e) Performance of the channel indicating hourly count of total number of transactions with break-up of successful and failed transactions with error code and error description.

f) Facility for the channel to download following reports with the option to download report in excel, .csv, .txt or any specific format:

- Date wise transaction report with date range selection.
- Settlement report with the details of success transactions.

g) Facility to view the refunded transaction.

F. NPCI and other required Certifications:

a) The solution should be strictly as per guidelines of Master Direction- Reserve Bank of India Directions (Bharat Bill Payment System), 2024.

b) The solution should be certified by NPCI confirming all the guidelines of NBBL, NPCI, RBI or any other guidelines & standards from time to time along with Bank customizations wherever required from time to time within time bound manner as specified by Bank.

c) The bidder will do the necessary deployment, integration and testing pertaining to the certification requirements of the Bank as mentioned earlier.

d) The bidder should ensure the requirements of the Bank are met from time to time along with complying with all the regulatory and statutory guidelines in India.

e) All NPCI mandated legacy enhancement are implemented immediately after issuance of purchase order including Enhancement 7-13, Bilateral compliance, RBI BBPOU Authorization, Enhancements in Existing Bharat Connect APIs etc.

f) NPCI compliance on TAT for resolution of complaints and disputes for specific billers

g) Solution should comply with enhancement guidelines within TAT specified by BBPCU/NPCI/RBI.
h) The bidder should comply with NPCI/ RBI/ other statutory guidelines/ policies from time to time.
i) Bidder has to implement the enhancements, functionalities, features released by NPCI, RBI, GOI or any other regulatory authorities as part of Bharat Connect BOU Application. All Regulatory requirements should be incorporated by the successful bidder at no additional cost to the Bank.
j) BOU certification with NPCI has to be done by the bidder at no additional cost to the Bank.
k) NPCI compliance on Routing of On-US transactions via On-US API
l) NPCI compliance on monitoring of suspicious transactions
m) NPCI compliance on Active- Active Health check API
n) NPCI compliance on Standardization of Fastag Recharges
o) The bidder should enable any new feature introduced by the regulator/BBPCU/NPCI or as per Bank requirement without any additional cost to the Bank.

G. Reconciliation, Settlement and Refunds:

a) Bidder should ensure confidentiality/secrecy and privacy related to customer sensitive data
b) Dashboard should also be configured to provide all types of MIS which will be requested by Recon Team as per need basis.
c) The software solution should provide centralized reconciliation and settlement application which should be parameterized without hardcoding to handle multiple channels reconciliation and settlement.
d) The software solution should also handle reconciliation and settlement of multiple payment modes (Integrated with multiple channels) to settle with RBI, Agent, etc.
e) The software solution should be able to submit the debits (in case of sufficient balance) & credits directly for Agent Institute's/Biller's account with CBS.
f) Reconciliation and settlement process will be finalized by the bidder in discussion with Bank's reconciliation team. Bank reserves the right to change the process at any time and respective application changes to be done by the bidder.
g) All reconciled data should be made available in a separate portal to multiple channels, Billers / Sub-Billers, Agents, etc., with proper access control.
h) As a backup, all reconciliation and settlement reports should be available in Secure File Transfer Protocol (SFTP) and the same SFTP solution is to be provided by the Successful Bidder.
i) All the confirmed refunds should be refunded or reversed online after getting failure response from NPCI/Concerned system (In case of ON-US) through refund API and MIS should be available for future audit or any other purpose.
j) MIS to be generated for settlement to Billers & Agent Institutions etc.

k) All the Channels, Agents, Billers should be provided with APIs for online refunds or Integrated with their concerned refund interface (Which may be API or File based). System should be capable of refunding all the transaction using these APIs/Interface and there should not be any manual intervention for processing refunds and should maintain record of refunds.

l) Automated reconciliation should be made available for existing and any new channels / billers etc.

m) Proposed Solution should provide deemed acceptance feature for specific billers as a customizable option through Bank Admin User portal.

n) Proposed solution should make auto re-push of deemed accepted transactions for which acknowledgement not received from biller. In the first attempt if Auto re-push could not get acknowledgement of re-pushed transactions there should be the facility of re-push the transactions in second attempt on value date basis. Before updating the transaction using Auto re-push, proposed system should check duplicate transaction.

o) Proposed solution should have the option to upload NPCI settlement files and on-us transaction file as per NPCI settlement cycle. Post upload of settlement file the proposed solution should do auto reconciliation of transactions for on-us and off-us transactions and generate payment file (TTUM file) for biller settlement. With regards to un-matched transactions the solution should generate exception report which should contain transactions which are successful at NPCI end, but acknowledgement is not received from Biller. For such transactions proposed solution should do auto re-push to biller system till the acknowledgement is not received from biller.

p) Proposed solution should calculate fees including GST while making biller payment file.

q) Proposed Solution should do fee and GST calculation on transaction wise amount as per the fee plan defined by Bank.

r) Proposed Solution should have fee plan which can be mapped to billers and fee plan should be customizable biller wise.

s) Proposed solution should generate settlement report for each payment file, credit adjustment etc.

t) In case after multiple attempts of auto re-push acknowledgement is not received from biller system, proposed solution should prepare credit adjustment file for processing refund to customers. Number of attempts for auto re-push should be configurable using frontend bank user portal. Auto re- push should be done on value date basis.

u) For the successful auto re-push transactions, proposed solution should generate biller payment file (TTUM file).

v) For unsuccessful re-push transactions, proposed solution should generate credit adjustment file as per the NPCI Canvas portal file format or any other file format as desired by Bank.

w) Proposed solution should have the option to upload NPCI credit adjustment file for onus transactions and generate TTUM file for individual customer account credit.

x) Proposed solution should have the functionality of maintaining G/L accounts and should generate reconciliation report of G/L accounts based on biller settlement.

y) Proposed solution should have the functionality to share transaction report and settlement report to Billers/ Channels via auto Email and SFTP.

Above mentioned features are indicative only however the proposed solution should handle complete reconciliation and settlement of multiple payment modes (Integrated with multiple channels) to settle with Biller, NPCI, RBI, Agent, etc.

H. Complaints/Dispute Management: (CMS & DMS of NPCI)

a) Solution should be capable of integrating with CANVAS portal / any other such portal of NPCI for complaints management.

b) All complaints' data registered or assigned in CANVAS or through any other complaint management portal pertaining to the proposed Bharat Connect solution to be tracked, stored and made available for CBoI Dispute Management team or any team with necessary MIS as per Bank's requirement.

c) Complaints registered by Biller, Sub-Biller, Agent, etc., should also be logged and made available in the proposed biller portal.

d) Solution should be able to raise complaint, check transaction and complaint status for the billers on-boarded directly.

e) The complaint handling should be within NPCI defined timelines and Bank guidelines issued from time to time.

f) Bidder should provide support for resolving any type of complaints, like sharing transaction details, logs etc.

g) Complaint data statistics should be reported on daily basis or when requested by the Bank

h) Complaint report (Both customer and Biller complaints) is to be made available to the Bank on daily basis.

I. Support

a) The bidder should monitor BOU application along with associated infrastructure on 24 x 7 x 365 basis throughout the contract period.

b) Facility needs to be built to monitor BOU application and performance/ health round the clock (24 x 7 x 365) basis with automated tools.

c) Periodical reports to be submitted on the performance of the application

d) The bidder should provide onsite support personnel to the Bank for the complete contract period to handle:

- Daily operational and reconciliation/settlement related activities and issues.
- Performing and coordinating with various stakeholders for Billers/ Agents/ Channels Integration
- Handling and Resolving Audit and Compliance related observations
- Any other Operational Challenges as informed by NPCI or Bank

e) Bidder's onsite support team should be able to handle all types of complaints and their resolution within the TAT as defined by Bank.

f) Bidder should establish proper Business continuity plans as per NPCI guidelines and Bank's recommendations

g) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.

h) Bidder should change or train the resources when requested by the Bank and Bank's decision will be final in this regard

i) Bidder should have staff trained well enough to provide MIS/ data as and when required by the Bank,

j) Escalation process should be in place for unresolved issues and issues should be addressed as per the timeline given by Bank.

k) The team should be properly structured, and process should be invariably documented for all the activities,

l) All Process documents should be submitted/updated to the Bank at least once every Quarter or as and when requested by the Bank.

J. Audit and Compliance related requirements:

a) The solution should be exposed to security audit/VAPT on quarterly basis and certificate for the same from CERT-IN empanelled Auditors should be shared with the Bank.

b) Necessary technical modifications shall be carried out and bidder needs to support this activity and extend dedicated staff for this purpose.

c) BBPCU/ NPCI/ RBI/ Bank IS Audit Team may conduct / or engage a third-party auditor for auditing of all the software, hardware and all other applications involved in the Bill Payment Solution provided to the bank. The bidder has to provide required support for conducting the Audit and arrange to fix the issues well within timelines.

d) The bidder should address the issues / vulnerabilities reported on the solution by the auditor within a reasonable time / time as per system standard /time specified by Bank whichever is earlier

e) Only licensed products should be used in the solution.

f) The bidder should comply with enhancement guidelines within TAT specified by BBPCU/ NPCI/ RBI.

g) Bidder should strictly follow bank branding guidelines. The UI of the solution should be as per Bank's branding guidelines.

h) Audit logs and application logs should be maintained as per BBPCU/ NPCI/ RBI standards.

i) Transaction data of a minimum one-year period should be accessible by the Bank and on-boarded billers through dedicated portal. Data older than one year period should be archived. Archived data should be made available in case of any need.

j) The bidder should ensure that all the records/transaction data shall be maintained till the cessation of the contract.

k) Application should support display of Banners/ poster/ other marketing material relevant to the product.

l) BOU (biller wise) transaction report with transaction status and success percentage shall be shared to the Bank on daily/ Monthly / quarterly/ Yearly basis via email through automated mechanism.

m) Best practices to be followed to mitigate the risk of fraudulent transactions.

n) Bidder should comply with all IS Audit, VAPT, VA, PCI DSS or any other security related observations from time to time.

o) Responsibility to provide evidence, supporting documents or any other details to close any open observation raised by Internal/External auditors.

K. System Capabilities and scalability:

a) The solution should have real-time processing capabilities and must support features such as velocity checking, blocking of participants and negative list.

b) The solution must have security architecture implemented to provide functionality in terms of user authentication, access management and audit trails.

c) The solution must have the ability to perform key management (dynamic & static) including data encryption as per the encryption standards.

d) The solution provider must implement the level of encryption that will be required to minimize the risks in the transaction flow, file uploads, file downloads etc. as per the security architecture given in RBI approved Procedural Guidelines (PG) & NPCI approved Technical Specifications for Steering Committee.

e) The solution should be channel agnostic, platform independent and horizontally scalable as per the requirements of the Bank.

f) The solution should be capable of handling the existing and future volume of transactions as mentioned in RFP document by ensuring the uptime system.

- The solution should be built on the latest technology stack and the OS, DB, etc. must be of industry standards and capable of providing optimum performance demanded by Bharat Connect application.
- The Bidder should be able to provide end-to-end data encryption at all layers including data at rest and data in motion.
- Critical information and PII (Personal Identification Information) Elements should be masked and not be shared in plain text format.
- Bidder to submit architectural / data flow diagram of complete solution along with relevant API document and documents associated with change request / new deployment.
- The solution should have a minimum success percentage of 99.9% all the time.
- System Performance report should be shared with the Bank before and after every change in production environment or whenever it is sought by the Bank.
- The entire solution should be hosted at Bank’s premises (both DC & DR). The complete address of DC & DR shall be shared with successful bidder. 1 dedicated resource should be posted at DC for support and management of servers.

L. Automated alerts and notifications must be sent to customers via:

SMS

Email WhatsApp

In App notification

- These alerts cover all actions like bill due, payment success/failure, registration confirmation, auto-pay alerts, etc.

The BOU should support:

- Multilingual support for alerts and communication.
- Auto-fetch bills and show outstanding dues dynamically.

Real-time status syncing with BBPCU MDM for updated biller list and configurations

- Monitor BOU applications and associated infrastructure 24×7×365 throughout the contract period.
- Implement automated tools for round-the-clock monitoring of application performance and health.
- Establish Business Continuity Plans as per NPCI guidelines and Bank recommendations.
- Provide well-trained support staff to handle queries from Bank customers and employees.
- Replace or train resources upon Bank's request; Bank's decision will be final.
- Ensure staff can provide MIS/data whenever required by the Bank.
- Maintain an escalation process for unresolved issues and adhere to timelines specified by the Bank.
- Structure the support team properly and document all processes for every activity.
- Submit and update all process documents to the Bank as requested.

M. The selected Bidder shall implement and maintain a robust Enterprise Fraud Risk Management (EFRM) framework for Bharat Connect BOU operations to enable proactive fraud detection, prevention, monitoring and reporting. The solution shall support real-time transaction monitoring, rule- based and parameter- driven alert generation, suspicious transaction identification, audit logging, user activity monitoring, case management, and MIS/ reporting functionalities. The solution must comply with applicable regulatory guidelines issued by RBI, NPCI and other competent authorities from time to time.

4. Delivery

The Bharat Connect- BOU Solution must be implemented as per project scope within a period of 6 months in totality from the date of placing of purchase order by the Bank. However, the solution needs to be rolled out in phases as explained below:

<u>Phase wise brief scope:</u>

Below is the brief scope to be implemented in phased manner along with timeline to implement:

Phase	Brief scope	Timeline
Phase 1	1. Biller Operating Unit (BOU) should be strictly as per RBI Master Directions 2024 for Bharat Connect and requisite certifications with NPCI 2. The solution should be certified by NPCI and confirm to all the guidelines of NBBL, NPCI enhancements, RBI or any other guidelines & standards from time to time along with Bank customizations wherever required from time to time. 3. The bidder will do the necessary deployment, integration and testing pertaining to the certification requirements of the Bank. 4. Proposed Solution should take care of bill payment for all types of billers including – Bharatconnect and any other billers directly acquired by the Bank or integrated through aggregator. 5. The solution needs to be integrated with all existing payment channels of the Bank 6. Proposed solution should be integrated with the following channels in phase 1: a) Cent eeZ- Quick pay and Register & Pay b) Internet Banking Post Login c) Internet Banking Pre-Login (URL Redirection) d) UPI (Cent EEZ– Quick Pay and Register & Pay) e) BHIM (NPCI UPI solution) f) Financial Inclusion gateway for Business Correspondent channel g) Agent Institution h) Regional Rural Banks (To be configured as an agent institution) i) WhatsApp and Click Pay j) Credit card and Prepaid card portal. 7. All existing billers should be migrated in the proposed solution. 8. Settlement solution should be implemented in proposed solution 9. All reports related to settlement should be implemented 10. Solution should have a secured standard Biller integration kit which will be able to on-board the billers without any limitation of Payment mode, Payment channel, Parameters level restriction, etc.	**4 months from the date of acceptance of purchase order**

	11. Bidder must implement the enhancements, functionalities, features and compliances released by NPCI, RBI, GOI or any other regulatory authorities as part of BHARAT CONNECT BOU Application. All Regulatory requirements should be incorporated by the successful bidder at no additional cost to the Bank. 12. Following Payment Types need to be supported a) Cash b) Credit/Debit Cards c) Net Banking d) IMPS e) Prepaid Instruments f) AEPS g) Standing Instructions h) UPI Auto Pay i) Credit card on UPI j) UPMS k) Any other type as introduced 13. Following Payment options need to be supported a) Full Payment b) Minimum Payment c) Excess Payment d) Ad-Hoc Payment e) Part Payment f) Penalty Payment 14. Any other payment option requested by biller or regulator Functionalities Required a) Limit management & enabling/disabling for channels, Agent Institutes, Agents, etc. b) Real time MDM updation through APIs for all channels c) Solution should be capable of: • Bill Fetch, Bill Validation, Bill Pay, etc. • Send notifications through SMS, email, Whatsapp, etc. d) Update the biller MDM and consume the plans e) For register and Pay, Proposed Solution should provide Registration, Modification and De-registration of the BHARAT CONNECT & Non-BHARAT CONNECT billers. f) Selected Bidder to perform integration, testing in UAT and Production movement for channel/ Agent Institution	

	g) Solution should be capable for Bulk biller management like register Bulk billers, Bulk bill presentment, Bulk bill payments, etc. 15. Solution should be able to integrate Billers in ON-LINE (direct integration with the biller systems) as well as OFF-LINE (upload/ downloading of bill presentment/ payment files in secured manner) as per the requirement of the biller. The Solution should be able to on-board a biller under categories such as donation category, where there is no presentment file, it should accept payments and furnish the appropriate bill payment receipt including income tax benefit details, provide downloading of the files for biller in appropriate format. 16. Solution should be able to support Bill Fetch, Bill Pay and validate the Bill details or any other such existing or future functionality 17. Solution to provide a portal for biller with dashboard of transactions, complaints & its responses, etc. and should be customized as per Bank's requirement. 18. Bidder should provide Bank Admin Portal for Bank user with all the details as mentioned in RFP scope of work. 19. Bidder should provide complete functionalities of Reconciliation, Settlement and Refunds as mentioned the RFP scope of work. 20. Bidder should migrate all existing bill payment registrations to the proposed solution. 21. Functionalities mentioned for CMS & DMS Handling (Complaints/Dispute Management) as per RFP scope of work 22. Go Live of Biller and Channel Portal as per the functionalities mentioned in RFPs	
Phase 2	All Remaining items as explained in Scope of Work and all other terms and conditions of RFP	**6 months from the date of acceptance of purchase order**

Any deliverable not supplied/ implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

In case the phase wise deadlines are not met then the vendor will have to pay penalty to Central Bank of India @ 1,00,000 per week for late implementation beyond due date of implementation of each phase, to a maximum of 3 months. If delay exceeds 3 months from due date of implementation of each phase, Central Bank of India reserves the right to cancel the entire order.

From the first date of Go Live, proposed solution should be complied with all regulatory/ network/ RBI/ Government guidelines.

The Service provider should provide a separate Test/ Development /UAT environment with working test credentials for biller integration and system's functionality testing.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

5. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (BE-II) dated 16th September, 2020.

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

I. Definitions: For this tender

a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%. , as defined under PPP-MII Order 2017-revised up to date.

c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content is equal to or more than 20% but less than 50%, as defined under PPP-MII Order 2017-revised up to date.

d. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under PPP-MII Order 2017-revised up to date.

e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier' may be above the L1 for the purpose of purchase preference.

II. Eligibility of 'Class-I local supplier'/ 'Class-ll local supplier'/ 'non-local suppliers' for different types of procurement

a.

III (A). Purchase Preference

a. Subject to the provisions of PPP-MII Order 2017-revised up to date and to any specific instructions issued by the MeitY or in pursuance of the Order, purchase preference shall be given to 'Class-I local suppliers' in procurements undertaken by bank in the manner specified here under.

b. In the procurements of goods or works which are covered by para II (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

c-i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

c-ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier subject to matching the L1 price.

c-iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.

c. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.

IV. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

V. Verification of Local Content:

a. The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of ₹ Ten crores, the 'Class-I Local Supplier/'Class-II Local Supplier' 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.

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(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 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

d. 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 debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

VI. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be from a country if

(i) The entity is incorporated in that country, or
(ii) A majority of its shareholding or effective control of the entity is exercised from that country; or
(iii) More than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

6. Restriction of Bidders from countries sharing land borders with India:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV/ Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" 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 venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

i. 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 juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

a. "Controlling ownership interest" means ownership of, or entitlement to, more than ten per cent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than ten percent of capital or profits of the partnership.

iii. 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 juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with twenty five percent 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.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

7. Benefits to Micro and Small Enterprises (MSEs) as per the Guidelines of Public Procurement Policy Issued By Government Of India:

- MSEs are exempted from payment and submission of bid security.
- To avail the above benefits, the bidder should have registered (under MSEs Order, 2012) with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- Start-ups as defined by GOI notifications/guidelines are exempted from payment of cost of bid documents and submission of bid security but no relaxation in terms and conditions mentioned in 3.3 Eligibility Criteria.

Bidders, who qualify on each and all the above-mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the above requirements.

8. <u>RESPONSIBILITY FOR COMPLETENESS:</u>

i. The successful bidder shall ensure that the Solution (provided through Hardware/ Software/ Middleware etc.) meets all the technical and functional requirements as envisaged in the scope of the RFP.

ii. The bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.

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

9. **By submitting a signed bid/ response to this RFP the Bidder certifies that:**

i. The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same.

ii. 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.

10. **Instructions To Bidder:**

10.1 POWER OF ATTORNEY/ AUTHORIZATION LETTER OR COPY OF BOARD RESOLUTION

In case of company, Board Resolution in favor of authorized person and Power of Attorney/ Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

10.2 ELIGIBILITY CRITERIA :

Only those Bidders who are empaneled service providers/ Fintechs with Central Bank of India for BHARAT CONNECT- BOU through Fintech portal of the Bank as on or before the date of floating the RFP are eligible to respond to the RFP. Offers received from other bidders will be summarily rejected.

Bidder should submit following documents along with bids documents:

S.No.	Documents Required -
1	Letter of empanelment for providing Bharat Connect (Earlier BBPS)- BOU by Central Bank of India
2	Copy of Fee Payment Receipt for Empanelment as a Fintech

10.3 COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Central bank of India, hereinafter referred to as the Bank/ Purchaser/ CBoI, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.4 BIDDING DOCUMENT:

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should strictly submit the bid asper RFP failing which bid will be rejected as non-responsive.

10.5 LANGUAGE OF BIDS:

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and CBOI, shall be written in English.

10.6 AUTHENTICATION OF ERASURES/ OVERWRITING ETC:

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

10.7 CONTACTING THE BANK:

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

10.8 BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:

10.8.1 The Bank reserves the right to accept/ reject any bid and to modify/ cancel/ re-tender and/ or dissolve the bidding process or even reject all bids at any time prior to award of contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action.

10.8.2 The Bank reserves the right to accept or reject any technology proposed by the Bidder(s).

10.8.3 The Bank reserves the right to select more than one Bidder keeping in view its large requirements.

10.9 MODIFICATION AND WITHDRAWAL :

10.9.1 Bids once submitted will be treated, as final and no modification will be permitted. Further, no correspondence in this regard will be entertained.

10.9.2 No bid will be modified after the deadline for submission of bids.

10.9.3 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

The Bank, at its discretion, may amend the bid documents without assigning any reason, whatsoever, during the currency of the RFP period i.e. last date of submission of Bid documents.

10.10 REVELATION OF PRICES:

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

10.11 CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10.12 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline frsubmission of bids by amending the Bid documents, without assigning any reason whatsoever during the currency of the RFP period i.e. the last date submission of the Bid Documents. All the correspondence/ bid should be addressed to Bank at the following address:

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

10.13 LATE BIDS:

Any bid received by the Bank after the deadline for submission of bid will be rejected and/ or returned unopened to the Bidder.

10.14 OPENING OF BIDS:

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule).

10.15PERIOD OF VALIDITY:

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

10.16RELIABILITY:

Since the equipment shall be installed at critical sites, the equipment so offered should be robust and reliable.

10.17BID CURRENCY:

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

11. BIDDING PROCESS:

11.1 Content of Bidding Documents

The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

11.2 Documents Comprising the Bid

Documents should be submitted duly indexed and numbered, comprising of -

a) Annexure 1- Annexure 24 completed in accordance with the clauses in the Bid and duly signed by the Bidder.

b) Documentary evidence establishing that the Bidder is eligible to Bid, is qualified to perform the contract as per Scope of Work of the Bidding Document if it's Bid is accepted.

c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to the Bidding Document.

d) A full description of the Technical solution, which must provide an acceptable solution to the business requirements, described in Annexure 10 : Minimum Technical & Functional Specifications. Any Technical Bid containing any price information will be rejected.

e) Bid security for **₹ 5,00,000/- (Rupees Five Lakhs only)** furnished as specified in RFP

f) A complete Bill of Material as per specified Annexure.

g) A Non-disclosure Agreement as per specified Annexure.

h) Additionally, the bid document should also contain indexed table of supporting documentary evidence, along with relevant clause of the bid document under which the same is being submitted and its description.

i) **Integrity Pact-** Each Participating bidder/s shall submit Integrity Pact as per attached specified Annexure with duly stamped (Non judicial Stamped) of worth of ₹ 500/-. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

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

The details are as under:

1. **Mr. Nirmal Anand Joseph Deva**

   MAIL ID: - meghanadeva2022@gmail.com

2. **Mr. Anant Kumar**

   Mail ID: anant_in@yahoo.com

Under this pact:

- IEM shall not be subjected to instructions by the representatives of the parties and shall perform his functions neutrally and independently

- Both the parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

11.3 Participation Methodology

Format and Signing of Bid

a) Each Bid should be in two parts –
Part I covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as **"Technical Bid".**
Part II covering only the Indicative price schedules hereinafter referred to as the **"Price Bid"**.
The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide concerned clause of this document.

b) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

c) Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

*** Submission of Bids**

I. Sealing and Marking of Bids

a) The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**.

b) The inner and outer envelopes shall be addressed to the Bank at the address given; and bear the Project Name - **"RFP for Selection of Vendor for Bharatconnect- BOU on Opex model**", **RFP ref No. ………………………. Dated ………….**and all envelopes should indicate on the cover the name and address of the Bidder.

c) The inner cover containing "Technical Bid' should bear the Project Name - **"RFP for Selection of Vendor for Bharatconnect- BOU on Opex model**", **RFP ref No. ………………………. Dated …………. Technical Bid**.

d) The inner cover containing "Price Bid' should bear the Project Name - **"RFP for Selection of Vendor for Bharatconnect- BOU on Opex model**", **RFP ref No. ………………………. Dated …………. – Price Bid**.

e) If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

II. **Deadline for Submission of Bids**

a) Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

b) The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and

Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

* Opening and Evaluation of Bids

I. Opening of Bids by the Bank

a) The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

b) Bids (and modifications sent), that are not opened at Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

* Clarification of Bids

During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarifications of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

- **Preliminary Examination**

a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

b) The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. As to what constitute a material deviation, the decision of the Bank will be final and binding on the bidders.

c) Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live site/s of the Bidder and witness demos of the system and verify functionalities, response times, etc.

d) If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will consider the capability of the bidder to implement the proposed solution.

e) Only those bidders, whose technical bids have been found substantially responsive, would be intimated by the Bank about their responsiveness and about the revised / updated Technical and Functional Specifications (if any), arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

11.4 Evaluation of Bids

a) Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.
b) The Bank may use the services of external consultants for bid evaluation.
c) The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
d) Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.
e) After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.
f) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. 444444If there is a discrepancy between words and figures, the amount in words will prevail.
g) Evaluation Criteria-
   i. The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator/ bidder needs to cover the entire functional requirement as given in the RFP.
   ii. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.
h) Technical Evaluation
   i. The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
   ii. Bidders who fulfil all qualifications mentioned in Eligibility Criteria of RFP will be the pre-qualified / technically qualified bidders and the price bid for this pre-qualified bidder will only be opened.

iii. Bank reserves the right to waive any of the Technical and Functional specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.

iv. During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

v. The Technical Proposal of only those bidders who qualify in conformity to Eligibility Criteria, will be opened by the Bank and shall be evaluated because of Technical and Functional Specification of the RFP.

vi. Technical evaluation of the response to the RFP based on the broad parameters (as given under) will be done by a committee. The parameters and weightages are only indicative. The Bank reserves the right to modify the parameters and weightages before opening of final Technical Bids.

11.4 Bid Prices

Financial Bid Prices quoted should be inclusive of import duties and excise duties, if any. Price shall be inclusive of applicable taxes like, GST, local taxes, if any. The Vendor must inform the rate of applicable taxes separately. The vendor will be entirely responsible for licence fee, road permits, NMMC cess, LBT, Octroi etc. in connection with the delivery of products at site advised by the Bank including incidental services charges. Prices payable to the Vendor shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in import duties and excise, levies, charges, etc. as stated above.

The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, GST, exchange rate, etc. from the date of bidding to the date of invoice and payment if any or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non - responsive and will be rejected.

There shall not be any separate charges payable by the Bank to the selected bidder for activity for certification/ approval or for any other activity as required by Visa/ MasterCard/ NPCI etc. in the approval process in force now or in future.

Bank also reserves the right to re-negotiate the prices in the event of change in the international /domestic market prices of both the hardware and software.

11.5 Documents Establishing Bidder's Eligibility and Qualifications

a) The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if it's Bid is accepted.

b) The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

   i. that the Bidder has the technical and production capability necessary to perform the Contract as per format provided in this RFP.

ii. that adequate, specialized hardware and related software expertise are already available, to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the proposed solution.

11.6 Bid Security

The Bidder shall furnish, as part of its Bid, a Bid security

a) The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

b) The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:

   i. A bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format provided in the Bid, valid for 180 days (One Hundred Eighty Days) from last date of receipt of the bid.

   OR

   ii. A Banker's Cheque/ Demand Draft, issued by a nationalized/ any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for 180 days (One Hundred Eighty Days) from last date of receipt of the bid.

c) Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.

d) The Demand Draft towards bid security amount (EMD) of the unsuccessful Bidder(s) will be returned after completion of tendering process. It shall be sole responsibility of the participating bidder to make EMD amount claim well in time. Bank shall not be responsible for any delay or payable of interest pertains to return of EMD.

e) MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP and EMD. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Performance Bank Guaranty as per the RFP document shall be submitted.

f) Bidder Company registered under MSME and NSIC is exempted for payment of Tender document cost and earnest Money Deposit (EMD). Bidder shall submit the relevant document issued by MSME/ NSIC for exemption in the Technical Bid.

g) Start-ups as defined by GOI notifications/guidelines are exempted from payment of cost of bid security.

h) The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format.

i) The Bid security may be forfeited:

   i. if a Bidder withdraws its Bid during the period of Bid validity as specified in RFP; or

ii. if a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of Contract; or

iii. in the case of a successful Bidder, if the Bidder fails;

a. to sign the Contract;

or

b. to furnish Performance Security (Performance Bank Guarantee).

11.7 Period of Validity of Bids

a) Bids shall remain valid for a period of 120 days from last date of bid submission.

b) In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

11.8 BID PROCESS

11.8.1 Clarification to RFP & Pre-bid Queries:

11.8.1.a Bidder requiring any clarification of the bidding document may notify as per Procedure within the date/ time mentioned in the RFP document.

11.8.1.b A pre-bid meeting will be held on the date and time specified in the RFP which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

11.8.1.c The queries received (without identifying source of query) and response of the Bank thereof will be posted at the website of bank only.

11.8.1.d Central Bank of India reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/ addendum through website of the Bank. The interested parties/ Bidders are advised to check the Bank's website regularly till the last date of submission of Bid document specified in the RFP and ensure that clarifications/ amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Central Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

11.8.2 No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the RFP or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

11.8.3 Queries received after the scheduled date and time will not be responded/ acted upon.

11.9 Pre-bid Meeting:

11.9.1 A pre-bid meeting with the bidders will be held on date & time and venue as specified in the RFP to clarify any doubts raised by them in this RFP.

11.9.2 If the pre-bid meeting date is declared as a holiday under NI act by the Govt. subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the meeting scheduled date & time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

11.9.3 Bank has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting.

11.9.4 Bank will have the liberty to invite its technical consultant or any outside agency wherever necessary.

11.9.5 Bank will consolidate all the queries and the replies for the same shall be made available on the website of bank (https://www.centralbankofindia.co.in). No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/ addendum/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

11.9.6 Amendment to Bidding Document:

11.9.6.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

11.9.6.2 Notification of amendments will be made available on the Bank's website only (i.e. https://www.centralbankofindia.co.in) and will be binding on all bidders and no separate communication will be issued in this regard.

11.9.6.3 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 submission of Bids.

11.10 Bid System Offer:

This RFP contains the following two parts:

Part-I covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as **"Technical Bid".**

Part-II covering the price schedules hereinafter referred to as the **"Price Bid/ Commercial Bid"**.

11.10.1 Bidders may please note:

a. The Bidder should quote for the entire package on a single responsibility basis for hardware/ software/ services, Software Solution/ services it proposes to supply.

b. While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ services should be uploaded.

c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.

d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.

e. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

f. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

h. The Bidder must provide specific and factual replies to the points raised in the RFP.

i. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.

j. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.

k. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.

l. The Bank reserves the right to reject Bids not conforming to above.

m. All the communications shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.

11.11 SELECTION OF BIDDER

11.12.1 Preliminary Scrutiny: The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

11.12.1 Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

11.13 **Clarification of Offers:**

11.13.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/ any of the bidders on the offer made by them. The bidder must respond to the bank and submit the relevant proof/ supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

11.13.2 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision regarding 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

11.14 **Evaluation of Bid:**

The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

11.15 **Part A-Technical Proposal:**

11.15.1 The Part A-Technical Proposal of only those bidders who are eligible to participate in RFP as per clause 10.2, will be opened with due communication by the Bank. The Part A-Technical Proposal submitted by the bidder will be evaluated based on documents submitted as specified in RFP. The proof of documents should be submitted as specified and it will be evaluated by the Bank and Bank will seek clarification, if required.

11.15.2 The Technical Evaluation will be for Technical and Functional requirement as specified in RFP. (As per scope of RFP).

11.15.3 **Bidders must fully comply with all requirements. Non-compliance to any one of the requirements leads to disqualification of the Bidder in Part A- Technical Proposal.**

11.15.4 If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder must substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.

11.15.5 The Bank shall not allow/ permit changes in the technical specifications once it is submitted.

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

11.16 **Part B-Commercial Bid:**

11.16.1 The Part B-Commercial Bid of only those bidders who qualified in **Part A-Technical Proposal** will be opened with due communication by the Bank. The **Part B-Commercial Bid** submitted by the bidder will be evaluated based on documents submitted as specified in RFP.

Price bids submitted by only those Bidders who are eligible in terms of the Eligibility Criteria and whose bids are evaluated by the Bank as Technically responsive to the technical specifications will be opened.

The Bidders shortlisted / evaluated for opening of the Price Bids will be informed of the date / time / Venue of opening of price bids.

The Price Bids will be opened in presence of the representative of the eligible bidders.

After opening of price bids, the prices will be declared to the bid opening committee and representative of bidders present.

The Bank will evaluate the Price Bids with respect to any deviations with respect to the conditions. The Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices contracted should not be changed for any reason whatsoever including exchange rate fluctuations, changes in import duty, variation in costs of labour, material etc. except provided otherwise in this document. Final selected bidder shall pass any benefit due to downward revision in the price of activities to “The Bank”. “The Bank” reserves the right to negotiate with the selected bidders by a Price Negotiation Committee.

After commercial evaluation process, lowest quoted bidders will be finalized as L1.

11.17 **Bidders Presentation:**

11.17.1 The Bank reserves the right to call for a presentation on the features and functionalities from eligible bidders.

11.17.2 As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) at the location which is identified by the Bank.

11.17.3 This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part A-Technical proposals has been opened.

11.17.4 Bidders are further required to be in preparedness to demonstrate the proposed product by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/ issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.

11.17.5 Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.

11.17.6 All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.

11.17.7 Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and, in this regard, no correspondence shall be entertained.

11.18 **Normalization of Bids**

11.18.1 The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are on the same technical ground. After the normalization process, if the Bank feels that any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner.

11.18.2 Incremental bid submission in part of the requested clarification by the Bank or

11.18.3 Revised submissions of the entire bid in the whole.

11.18.4 The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

11.18.5 The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

11.19 **Intimation to Qualified/Successful Bidders:**

11.19.1 The Bank will prepare a list of qualified bidders at each stage because of evaluation of Part – A Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would be announced on the Bank's website (i.e. https://www.centralbankofindia.bank.in). Commercial Bids of only technical qualified bidders shall be opened. After conclusion of commercial evaluation process, final list of the bidders (L1, L2, and L3) will be announced. No separate intimation will be sent to successful Bidder.

11.20 **Correction of Error in Commercial Bid:**

11.20.1 Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

a. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

b. 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.

c. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.

d. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.

e. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

f. If the bidder does not accept the correction of errors, the bid will be rejected.

11.21 **Determination of L1 Price:**

11.21.1 L1 Price will be determined after giving effect to arithmetical correction, if any.

11.21.2 The L-1 bidder will be determined based on the lowest price quoted in the commercial proposal/ commercial bid. The commercial evaluation process would be conducted for Total Cost of ownership given in Bill of Material.

11.22 **Re-auction/s Rules:**

11.22.1 Bank may consider the option of a Re-Auction/s in following circumstances:

11.22.1.1 At the end of the evaluation process, L1 price is not acceptable to the Bank.

11.22.1.2 Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

11.22.2 The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders about change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

11.23 **Evaluation Of Bids :**

11.23.1 The RFP responses will be subject to Techno-Commercial evaluation where Technical Bid inclusive of the Presentation of 'End-to-End' Solution will be used as qualifying criteria only. The final evaluation will be done because of commercial bid only. The Commercial Bid will be given 100% weightage.

11.23.2 The Bid will be evaluated by **"Bid Evaluation Committees"** constituted by the Bank for this purpose. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

11.23.3 The Bank will evaluate the bid submitted by the bidders under this RFP.

11.23.4 The Part A -Technical Proposal of only eligible bidders, will be opened by the Bank and shall be evaluated. -

11.23.5 The Commercial Bid will be opened only of those Bidders who qualify in the Technical Bid.

The Technical Proposal submitted by the Bidder(s) will be evaluated by the "Bid Evaluation Committee "constituted by the Bank based on technical specifications and the documents stipulated in Technical Proposal/ Bid. Bidders who succeed to score at least 70% marks shall qualify in Technical Evaluation and will be eligible for commercial bid.

12. LIQUIDATED DAMAGES:

a. If the Bidder fails to deliver or perform the services within the stipulated time schedule as decided in SLA, CBOI shall, without prejudice to its other remedies available under the agreement/ contract, deduct from the ordered price, the liquidated damages @ 1% of the amount of Invoice/ Bill drawn for the preceding month for each week or part thereof of such delay, subject to a maximum of 10% of the monthly invoice for acumulative period of 10 weeks, until satisfactory performance is ensured. CBOI reserves all the rights to levy the penalties under the Contract in case satisfactory services are not restored. Bank is entitled to withhold or deduct liquidated damages from the price under theContract or any other amount, which is due to Bidder from this Contract.

b. Any loss caused to the Bank or claims made against the Bank owing to non-performance of the service provider as per the SLA, or non-compliance of the Regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.

c. Any financial loss to the Bank on account of fraud/ data breach/ loss/ damage taking place due to the Bidder's, its employees or their service provider's negligence shall be recoverable from the Bidder along with the damages, if any, regarding Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the Bidder.

d. Regulatory Compliance: The Bidder shall be held liable for any non- compliance or delay in compliance to Regulatory/ Statutory guidelines. Any new advisory/ guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI, NPCI etc. need to be implemented free of cost. Any penalty imposed by the Regulator on Bank will be the responsibility and liability of the Bidder.

13. ACCEPTANCE OF OFFER:

The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid. Bank reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modification.

13.1. AWARD OF CONTRACT:

Bank will empanel the successful bidder as vendor for a period of three years.

1. Bank will notify successful Bidder(s) in writing by letter or email that its Bid has been accepted. The Selected Bidder must return the duplicate copy of the same to "The Bank" within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

2. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II together with acceptance of all terms and conditions of RFP.

3. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

4. The notification of award will constitute the formation of the Contract.

5. The successful Bidder shall be required to enter a contract/ SLA with "The Bank", within 45 days of award of the tender or within such extended period as may be decided by "The Bank". Successful Bidder shall submit the KYC details of their authorized signatories and should inform "The Bank" on any changes in their management, viz, merger, amalgamation, etc. The date of commencement of the contract will be on a common date, irrespective of the date of signing of SLAs by different selected bidders.

6. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between "The Bank" and the successful Bidder.

7. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation/ clarifications etc. and will include project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

8. "The Bank" reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
9. Failure of the successful Bidder to comply with the requirements/ terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/ or PBG.
10. Upon notification of award to the L1 Bidder, "The Bank" will promptly notify the award of contract to the successful Bidder(s) on the Bank's website. The EMD of each unsuccessful Bidder(s) will be discharged and returned.

a. The Bank will notify the name of the selected Bidder on the website of the Bank and by e-mail to the successful bidder. In case Bank exercise its right to select additional bidders, name of such selected bidders will also be displayed on website later and email will also besent to them in due course.

b. The selected bidder shall submit the acceptance of the order within seven (7) days from the date of receipt of the order. Conditional or qualifiedacceptance shall be rejected.

13.2 PROJECT OWNERSHIP:

a. If the bidder is engaging any third party in executing the project, details there of shall be furnished. The bidder shall detail the responsibilities of such third parties involved and submit a **Letter of Undertaking** from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify all relationships with third parties in respect of the ownership, which are relevant to this RFP.

b. **Ownership Letter** by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).

c. The bidder will also submit a copy of the agreement executed between the bidder and the third party.

13.3 USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Bidder shall not, without the Bank's prior written consent, make use of any document or information provided by Bidder in Bid document or otherwise except for purposes of performing contract. The proposal and all supporting documents submitted by the Bidder(s) shall become the property of the Bank.

14 PATENT RIGHTS:

The Bidder shall indemnify the bank against all third-party claims of infringement of Patent, Trademark or Industrial Design rights arising from use of the Goods, or any part thereof in India. The Bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Rights, including Patent, Trademark, Copy rights, Trade Secret or Industrial Design rights arising from use of the products or any part thereof in India or abroad. The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible for, including all expenses and court and legal fees. The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistanceto the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

15 RESOLUTION OF DISPUTES: -

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract/ Agreement executed by the successful bidder or in the discharge of any obligation arising under this Offer (whether wh the execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be at the sole discretion of the Bank at Mumbai, INDIA. The arbitrator shall be the one of the existing working General Manager/ Retired General Manager of Central bank of India.

16 USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Bidder shall not, without the Banks prior written consent, make use of any document or information provided by Bidder in Bid document or otherwise except for purposes of performing contract.

17 DELAYS IN THE BIDDER'S PERFORMANCE:

Delivery of the goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages and/ or termination of rate contract for default. In case of undue delay, the Bank reserves the right to forfeit the amount of Performance Guarantee.

18 FORCE MAJEURE:

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delayin performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause,"force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such eventsmay include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five Calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three (3) months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

19 CONFIDENTIALITY AND NON DISCLOSURE:

The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

d. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

e. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.

f. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

g. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion ofits rights or delegates any portion of its responsibilities or obligations underthe Contract to another person, it shall cause its assignee or delegate tobe bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

h. That the successful bidder will strictly maintain the secrecy of Bank's data.

19.1 REVIEW OF THE PERFORMANCE /TERMINATION OF CONTRACT:

a) The performance and the quality of services given by the Bidder will be reviewed by the Bank in every 3 months.

b) If performance of the services rendered by the Bidder are not found satisfactory and/ or jeopardizing the interests of the Bank, then the Bank reserves the right to terminate the contract by giving 3 months' notice to the Bidder.

c) However, in case the Bidder intends to withdraw or back out from the Contract, it will have to inform the Bank by giving a minimum of 6(six) months advance notice.

d) The decision of the bank regarding quality of services and termination of contract shall be final and binding on the Bidder.

20. TERMS AND CONDITIONS

20.1 EFFECTIVE DATE:

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven (7) days from the date of receipt of order. The Bank reserves theright to consider the late acceptance of the order, if any, at its discretion.

20.2 **Project Execution:**

The selected bidder shall nominate a competent person as Project Manager under intimation to bank immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

20.3 EXECUTION OF AGREEMENT:

The selected bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and Integrity Pact (IP) with the Bank, within 45 days from the date of acceptance of the Order or within such extended period as may be specified by the Bank at the time, place and in the format prescribed by the Bank. Failure to execute the Agreement makes the amount of EMD liable for forfeiture at the discretionof the Bank and rejection of the selected bidder.

The Agreement shall include all terms, conditions and specifications of RFP and the Commercials and Price, as agreed finally after Bid evaluation. The Contract shall be executed in English language in two original, out of which one will be retained by the Bank and other by the successful bidder. The contract shall be valid till all contractual obligations are fulfilled.

20.4 DURATION OF CONTRACT:

Bank will enter contract initially for a period of three (3) years from the date of execution of Agreement which may **further be extended for two terms of one year each based on the satisfactory performance of bidder** and at Bank's sole discretion. There shall be a yearly review of the performance of the Bidder by the Bank.

However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

20.5 Service levels and Uptime:

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication is to be acted upon, to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the successful vendor.
- The Vendor should have 24x7x365 monitoring, escalation and resolution infrastructure.
- Availability of a Ticketing System - The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/ workflow and status of the same should be available to Bank on an ongoing basis.
- Time bound problem addressing team (onsite / offsite) for the complete contract period.
- Vendor to arrange for updating required in the system to meet the changes suggested by NPCI/ RBI/ Govt. of India/ regulatory authorities towards compliance as part of the contract at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty. Bidder will have to pay late delivery charges to Central bank of India as stated in the delivery schedule. The charges will be deducted from the pay-outs of Contract value.

1. <u>**System Uptime:**</u>

Vendor will have to guarantee a **minimum uptime of 99.90%**, calculated on a quarterly basis. Application availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time x100, calculated on a quarterly basis.

Total Available Time – 24 hrs per day for number of days in a quarter being calculated.

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.0% =< A < 99.9%	2% of cost of Quarterly invoice amount
98.5% =< A < 99%	5% of cost of Quarterly invoice amount
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of Quarterly invoice amount for every 0.1% lower than the stipulated uptime

(Quarterly invoice amount = Transaction charges of Quarter)

The uptime percentage would be calculated on Quarterly basis and the calculated amount would be adjusted from every Quarterly payment. If Vendor materially fails to meet an uptime of 99.90% for three (3) consecutive quarter, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favor of Central Bank of India for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a Quarterly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a Quarterly basis.
- Scheduled downtimes (as decided mutually with Bank, preferably in non-business hours) will be excluded from system uptime calculation.

2. <u>Transaction Failure Penalty:</u>

The solution should have a minimum success rate of 99.9% calculated daily. If the success rate in not maintained (daily) then penalty will be charged as below:

Technical Decline should be less than 0.1% on daily basis. Bank will recover penalty on total technical failed transaction as follows:

Per transaction cost (max among all slabs for respective year) x 1.5 x of total technical decline transactions per day on overall transaction (Success + Failure) per day.

For Example:
Total transaction count per day (Successful + Failure) =2,00,000/- 2% Technical decline = 4,000

Per Transaction cost = Rs.0.60 Penalty calculation

Rs.0.60 * (1.5 *4,000) = Rs. 3,600/-

* Success rate will be calculated considering technical decline of transactions.

3. <u>Other Penalty Clauses (Post Go Live):</u>

S. No.	Activity	Time Limit	Base Record	Penalty
A. Biller/Channel/Agent Institution On-boarding				
1	Delay in Integration of subsequent new Billers/ Agent Institution (Attributable to Bidder)	New Billers/ Agent Institution should be integrated and live within 30 days or as per timelines defined by Bank after Bank's go-ahead	Delay after 30 days or beyond timelines defined by Bank	1% of Biller/ Agent onboarding charges per week per Biller/ Agent if the delay is on the part of Bidder
B. Settlement, Disputes and Reporting Related				
1	Delay in providing Reconciliation and Settlement reports	7:00 AM on T+1 day	Beyond 7:00 AM on T+1 day	Actual loss/penalty incurred to the Bank if any
2	Delay in resolution of Complaints /Chargebacks	Resolution should be within Regulatory/ Bank defined TAT	Beyond TAT	Actual loss/penalty incurred to the Bank if any

3	Incorrect or delayed or Non-generation of any MIS reports for the Bank or Billers	Submission of Correct MIS or reports as per Bank/ Regulatory requirement within TAT prescribed by Bank. Biller settlement report should be available within T+1 day early morning i.e. 7 AM, where T is the transaction date.	In case of incorrect MIS or submission beyond TAT	Actual loss/ penalty incurred by the Bank.
4	Delay in sharing payment files (TTUM files) at T + 1 basis, where T is the transaction date for reasons attributable to Vendor like incorrect format, actual delay etc.	9:00 AM on T+1 day	Beyond 9:00 AM on T+1 day	Actual loss/ penalty incurred by the Bank.
5	Complaint Resolution (Reconciliation of short/ missing credits)	Wrong/ short/ non-settlement of fund to Billers due to incorrect TTUM/ Payment file generation	Day of Complaint/ request + 1 Days	Actual loss/ penalty incurred by the Bank.
6	Application mal-function leading to non-credit /non-debit/ excess credits/ excess debits of funds and disputes on transactions	Each such instance leading to losses/ disputes	Each such instance leading to losses/disputes	Actual loss/penalty incurred by the Bank.

C. Security and Compliance related				
1	Delay in implementation of regulatory /Statutory related mandates/compliance like Bilateral, MDM Compliances or any other compliance and closure of Audit observations if any	Within TAT as per regulatory /statutory or defined by Bank	Beyond TAT	Actual loss/penalty in the form of Non- compliance fee levied to Bank if any
2	Data Breaches or Transaction tempering or fraud due to system lapses.	Any Instances	Any Instances	Actual loss/ penalty incurred by the Bank.

The SLA charges (Other than Actual loss/ penalty) will be subject to an overall cap of **10% of the Quarterly Charges** and thereafter, Bank has the discretion to cancel the contract. The actual loss/ penalty if applied by the Bank to the bidder will fall under the overall cap as per the Limitation of Liability clause of the RFP/ Agreement.

Penalty due to absence of onsite resource:

In the absence of the onsite support resources, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted at Rs.5,000/- per Week, maximum up to Rs. 20,000/- Per Month. No pro rata basis will be applicable.

The onsite resource should perform their duties satisfactorily as per the scope and duties mentioned. In case of nonperformance by resources, Bidder must replace the resource/s within 30 days of written communication about the same. Failure to replace the resource will attract penalty at Rs. 5,000/- per Week, maximum up to Rs. 20,000/- Per Month. No pro rata basis will be applicable.

20.7 PAYMENT TERMS:

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank while the assignment, the bank will not pay the professional fees quoted by the Bidder in the price bid against such activity / item. The payment will be released as per the payment structure below:

(i) Implementation cost:

- 40% of Implementation Cost plus applicable tax (wherever applicable) after Implementation, Customization & Go Live Sign off phase 1 items of scope of work as mentioned in delivery section. Go Live Sign Off in the form of Acceptance Form which should be sealed and signed by both Bank's identified Project Manager & bidder's representative

- 30% of Implementation Cost plus applicable tax (wherever applicable) after Implementation, Customization & Go Live Sign off phase 2 items of scope of work as mentioned in delivery section. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative
- 30% of Implementation Cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative

(ii) Transaction fee:

- 100% of payment on Actual no. of successful transactions will be released quarterly at the end of each Quarter against receipt of Transaction report signed by both the Bank's Project / Operation Manager and bidder representative.

(iii) Biller/Agent Onboarding charges

- 100% of payment will be released because of actual on-boarding of Billers/Agents on receipt of onboarding report signed by both the Bank's Project / Operation Manager and bidder's representative.

(iv) Resource cost:

- Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidder. Payment will be released by IT Dept., as per above payment

terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

20.8 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:

A. The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under RFP to the extent of 3% of the contract value valid for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a scheduled commercial bank in India only, other than Central Bank of India.

B. In the event of non-performance of obligation or failure to meet terms of this RFP or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.

20.9 ORDER CANCELLATIONS:

The Bank reserves its right to cancel the entire/ unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

A. Delay in delivery of solution beyond the specified period.

B. Serious discrepancies noted in the solution delivered

C. Breaches in the terms and conditions of the Order.

D. Non satisfactory performance of bidder during the contract period.

E. 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.

F. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during the contract period.

20.10 SOFTWARE, DRIVERS AND MANUALS:

The bidder shall supply along with each item, all the related documents,manuals, catalogues, if any, without any cost to the Bank. The media and documents shall be in English.

20.11 TRAINING:

The Selected bidder shall provide the training to the bank's personnel as described below:

The Bidder shall provide extensive training, on its product, to users including branch officials, other offices officials/ staff etc. The training will have to be provided at Mumbai and all cost of trainers and training material in providing 3 training batches to Bank' officials shall be borne by the bidder.

The Bidder shall provide a detailed operations and maintenance manual for use of the staff including training the Bank's personnel. Bidder should submit detailed course content and provisional agenda along with the Bid. The course will be designed in such a capsule manner that duration will be of 1 -2 days.

20.12 Adherence to Terms and Conditions:

i. The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP.

ii. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.

20.13 Adherence To Standards:

i. The bidder should adhere to approved standards in the process and delivered goods.

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

20.14 Single Point Of Contact:

The selected Bidder must provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no., etc.

20.15 Authorized Signatory:

i. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, regarding the obligations under the contract.

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

20.16 No Employer-Employee Relationship:

The Bidder or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/client companies or any of their employees/ officers/ staff/ personnel representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents. The employees engaged by the Bidder and its Sub-Contractors shall be construed to be the employees of the Bidder & Sub-contractors and they alone would comply with the statutory obligations and Labour Regulations/ Rules regarding their respective employees.

20.17 Vicarious Liability:

The Bidder shall be the principal employer of the employees, agents, contractors, Subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any,whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.

20.18 Cancellation of Contract and Compensation:

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would serve a notice of **30 (Thirty only) days** to rectify any breach/ unsatisfactory progress:

a) The selected Bidder commits a breach of any of the terms and conditions of the bid/ contract.

b) The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.

c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

d) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

e) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

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

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

20.19 Intellectual Property Rights:

i. Bidder warrants that the inputs provided shall not infringe upon any 3rd party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

ii. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense:

[a] procure for Bank the right to continue to use such deliverables;

[b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables asthe infringing deliverables; or

[c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

20.20 Roles & Responsibility of Bidder during Project Implementation:

i. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

ii. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.

iii. In case any damage of Bank's property during execution of work is attributable to the bidder,

bidder has to replace the damaged propertyat his own cost.

iv. The cost of migration existing as well as new entities which will be amalgamated in currently or in future, if any from the existing service provider to the new service provider will be borne entirely by the newly selected bidders.

20.21 Indemnity:

The bidder shall indemnify, protect and save Bank and hold it harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the bidder, (iii) use of the deliverables and or services provided by the bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The bidder shall further indemnify Bank against any loss or damage to Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the bidder's employees or representatives. The bidder shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) Bank notifies the bidder in writing immediately on becoming aware of such claim, (ii) the bidder has sole control of defense and all related settlement negotiations, (iii) Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) Bank does not make any statement or comments or representations about the claim without prior written consent of the bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Bank's (and/ or its customers, users and bidders) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of the bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The bidder should take full responsibility for itself and its employee's actions. Further, since Bank's data could be integrated/ used under the bidder provided software and since the bidder would be managing the Near Site, the bidder should be responsible for loss/ compromise or damage to Bank's data.

The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the modifications/ enhancements/ customization as required by/ for the Bank as per the terms and conditions of this Agreement and to meet the Service Levels.

Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/ or resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the

Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however, the Vendor has sole control of the defense and all related settlement negotiations.

The bidder including its sub-contractor or any of its representatives shall indemnify to bank any loss damage or cost/ compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/ union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/ Litigation or penal liability arising out breach of data by service provider including its sub-contractor/s pertains to Citizen or Non-citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider/ bidder shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.

The bidder shall indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising due to:

- Non-compliance of the bidder with laws/ Governmental requirements
- IP infringement
- Negligence and misconduct of the bidder, its employees, and agents
- Breach of any terms of RFP, representation or warranty
- Act or omission in performance of service
- Loss of data
- Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers, users, and service provider of the bank and/ or regulatory authorities.

The bidder shall indemnify Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where Bank does not opt for retention of GST component on supplies. Bidder shall indemnify to bank, if cyber threatened/crime/ hacking or any related offence occurs due to use of solution/ software supplied (including support services) or any other manner provided in this regard.

The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and Vendor aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority.

20.22 INSPECTION/ AUDIT OF RECORDS:

i. Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including Hardware, Software provided to the Bank under the RFP.

ii. CBoI may, at its discretion after giving 7 working days prior intimation, audit at its own cost the services provided for last two years under this RFP by Service Provider by its external/ internal auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on Service Provider in conjunction with the services performed for CBoI.

iii. Service Provider recognizes right of the Reserve Bank of India to conduct an inspection of Service Provider premises, sites or infrastructure, its books and accounts pertaining to the services rendered under this RFP to satisfy any Legal Requirements imposedby the Reserve Bank of India officers or CBoI’s internal and external auditors.

iv. CBOI reserves the right to call for any relevant material information/ report pertaining to services rendered under this RFP at its own cost. Compliance of the observations made by the inspecting officials shall be adhered to by Service Provider.

20.23 ASSIGNMENT:

i. The Bidders shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/ contract, except with the Bank's prior written consent.

ii. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.

20.24 PUBLICITY:

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

20.25 GUARANTEES:

The bidder should guarantee that the software/ solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

21. GENERAL CONTRACT/ RFP CONDITIONS:

i. Neither Bank nor Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.

ii. No forbearance, indulgence, relaxation or inaction by any Party [Bankor Bidder] at any time to require the performance of any provision of RFP shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of RFP.

iii. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of RFP shall be construed as a waiver of any right under or arising out of RFP or an acquiescence to or recognition of any right and/ or any position other than that expressly stipulated in the RFP.

iv. All remedies of either Bank or Bidder under the RFP whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.

v. If any provision of RFP or the application thereof to any person or Party [Bank/ Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this RFP shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the RFP shall be valid and binding as though suchprovision had not been included.

vi. None of the provisions of RFP shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

vii. RFP shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.

viii. RFP shall be executed in English language in two original, out of which one will be retained by the Bank and other by the successful bidder.

22. NEGLIGENCE:

If the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

23. CORRUPT AND FRAUDULENT PRACTICES:

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

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

"Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

24. BLACK-LISTING OF THE BIDDER:

The Bank may black list a Bidder through IBA for participating in any such Bid/ Tender/ RFP process including CBOI for a further period of 5 years, under the following circumstances:

a. An effort/ attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/ or blacklisting the Bidder.

b. If the Bidder engage in corrupt or fraudulent practices in competing for the contract in question.

c. Withdrawal/ Back-out by the successful Bidder from the commitments as per the timelines specified in the RFP document.

d. If the Bidder indulges in any such practice or activity thereby jeopardizing the Bank's interest.

The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.

25 JURISDICTION OF THE COURT:

All disputes and controversies between Bank and Bidder shall be subjectto the exclusive jurisdiction of the courts in Mumbai and the partiesagree to submit themselves to the jurisdiction of such court. This RFP/ contract RFP shall be governed by the laws of India.

26 EXIT CLAUSE

ii. The contract period shall commence from the effective Date and shall continue for a period of **three years (36 months**) until completion of Services to be performed under this RFP or unless terminated as set forth herein.

iii. On expiry of or completion of its terms, the Bank may, at its own discretion, consider for extension of the contract on existing terms & conditions and pricing for **two terms of one year each** based on the satisfactory performance of the bidder.

27 RIGHTS OF BANK:

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

i. Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract.

ii. Failure to set up the infrastructure as per the terms of this RFP and commence business as envisaged in this RFP within a reasonable time beyond the timeline specified in this RFP. The decision regarding reasonable time shall be that of the Bank.

iii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Bidder and other possible recourse without prejudice to the Bank thereof.

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

v. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to the Bank at the site.

vi. The Bidder shall provide such necessary information, documentationto the Bank or its designee, for the effective management and maintenance of the Deliverables under this RFP. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services.

vii. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its designated agency. The reverse transition mechanism should be completed within a period of 6 months and against the proper sign off by the bidder and the Bank or its designated agency post the completion of the 90-day notice period to facilitate an orderly transfer of services to the Bank or to an alternative agency nominated by the Bank.

viii. **The reverse transition services to be provided by the bidder shall include the following:**

   a. The bidder shall suitably and adequately train the Bank's staff members or its designated team for fully and effectively manning, operating and maintaining the data centre. Bidder shall provide adequate documentation thereof.

b. Considering the enormity of the transition assignment, the Bidder should provide all assistance and services required for fully and effectively transitioning the services under the scope of RFP.

c. The bidder shall jointly manage the data centre with the bank or designated team for a reasonable period.

d. The bidder shall assist the bank in relocation of disaster recovery site facility, if desired by the bank.

28. WARRANTIES:

i. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.

ii. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information

iii. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

iv. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

v. The existing Bidder would transfer all knowledge, know-how and other things necessary for the Bank or authorized agency to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons what so ever be for cancellation or exit of the parties.

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

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

viii. The Bidder agrees that in the event of cancellation or exit or expiry of the contract, it would extend all necessary support to the Bank or to its selected agency/ entity as would be required in the events of the shifting of the site and/ or selection of a new bidder by the Bank in future, etc. and that the Bidder shall run acquiring system uninterruptedly on the same terms & conditions till the completion of migration.

ix. In the pursuance of clause (i), Bidder/s to handover all the copies and/ or materials including all the originals whether in tangible and/or intangible form to CBOI, including but not limited to:

1. Information, data, computer data and its structure related to CBOI and/ or its customers.
2. All or any deliverables as covered under the scope of work.

29. RIGHT TO ALTER SCOPE:

In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the Scope of Work.

30. SUBCONTRACTING:

As per scope of the RFP, subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full; then the Bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP.

CBoI shall deal with Bidder only and any third-party contract made by it and terms & conditions associated there with will not be binding on CBoI. The Bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel and will hold itself responsible for any misdemeanor of civil and criminal nature.

Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

31 Sustainable Sourcing:

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

32 **Compliance to DPDP Act 2023, New Labour Codes 2025 and other applicable law of land:** The bidder shall strictly comply with DPDP Act 2023, and any rules, amendments, or guidelines issued thereunder from time to time and the New Labour Codes 2025 and other applicable law of land. A declaration to the same effect shall be submitted by bidder.

The selected bidder shall ensure full compliance with the provisions of the Digital Personal Data Protection Act, 2023 during the execution of the project. This includes, but is not limited to:

Compliance and Governance

- Vendor shall comply with the DPDP Act, 2023, the Bank's Information, Cyber & Digital payment (ICD) Security Policy, Policy on Data Governance, Central Repository & Management Information System (CR&MIS), Personal Data Protection Policy and any privacy-related directives issued by the Bank.
- Processing of data shall be limited strictly to the purposes defined in the contract and must have a lawful basis.

Data Residency and Security

- All personal data shall be stored and processed within India.
- Encryption (AES-256 at rest and TLS 1.2 or higher in transit), multi-factor authentication, and role-based access must be enforced.
- Cloud infrastructure shall have ISO 27001 and SOC 2 certifications.

Data Minimization and Retention

- Vendors shall collect only the minimum data necessary and purge all data as per the Bank's retention schedule, not later than 3 months, with logs submitted to the Bank.

Data Subject Rights

- The vendor shall assist the bank in fulfilling Data Principal rights including access, correction, erasure, and grievance redressal as per the DPDP Act. requests must be handled within statutory timelines.

Breach Notification and Accountability

- In the event of a personal data breach, the vendor shall notify the Bank within 24 hours of discovery. A detailed incident report, including impact assessment and mitigation actions, must be submitted within 72 hours. The vendor shall fully cooperate with the Bank in fulfilling any regulatory reporting requirements.

Segregation of environment and instances

- For shared infrastructure, the vendor shall ensure complete logical and physical segregation of all environments and instances. Separate virtual networks, access policies, and encryption keys must be maintained for each environment. The vendor shall provide evidence of such segregation to the Bank upon request.

Data Deletion and Exit Management

- All data must be securely deleted at the end of the engagement and a certificate of destruction must be provided to the Bank.

Subcontracting and Audit Rights

- Subcontracting of any data-related activity shall require prior written approval of the Bank.
- The Bank reserves the right to audit vendor systems and processes.

Liability and Indemnity

- The Vendor shall implement appropriate technical and Organizational safeguards to ensure protection of personal data from any unauthorized access, disclosure, alteration or breach. The Vendor shall be fully responsible for maintaining the Confidentiality, Integrity and Security of data shared by the Bank. Any failure to ensure adequate safeguards may attract penalties under DPDP Act, 2023, which may extend up to Rs 250 Crore.
- The vendor shall indemnify the Bank against any claims, penalties, or damages arising from noncompliance with the DPDP Act.

Execution of Data Processing Agreement (DPA)

It is mandatory to execute a necessary agreement in compliance for the Act with the selected vendors before commencement of any data processing activity.

The said agreements shall form an integral part of the Service Level Agreement and shall be legally enforceable to ensure full compliance with the DPDP Act, 2023 and associated regulatory obligations.

33.Technical Evaluation and specifications:

33.1 Technical Eligibility Criteria:

The Bidder would need to submit / upload supporting documents duly signed by authorized representative of the bidder as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

Sr No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	**Technical**		
1.	Bidder must be in the business of providing BHARAT CONNECT Services (on OPEX model) in India at least for the last 1 year		Documentary Proof of order / contract copy / customer credentials.
2.	The bidder should be ISO 9001 and ISO 27001 certified as on RFP date		Copy of relevant Certificates
3.	Bidder should have register office, operation center and Data Centre (including DR site) in India. The Primary & DR sites should be hosted in different geographical locations and should be located in India.		Bidder should submit a self-declaration on their letter head.
4.	The TSP who is also a registered/ licensed BBPOU as on date of RFP must comply with the guidelines of regulator viz., RBI/ NPCI/ NBBL etc for conducting such activities in parallel.		Bidder should submit a declaration on their letter head.
5.	The solution should support end-to-end data encryption at all layers including data at rest and data in motion with strong encryption algorithm.		The confirmation is to be given on Company's letter head.
B	**Experience & Support Infrastructure**		
6.	The proposed BHARAT CONNECT Solution should have deployed and currently maintaining in at least -1- Schedule Commercial Banks in India.		Documentary Proof to be attached along with order/ contract copy/ confirmatory letter from serving Bank
7.	The solution provided by the Bidder to at least one serving Bank should be handling a minimum of 5 lakh financial transactions per month for the last 3 months.		Certificate from the Serving Bank confirming the transaction count along with satisfactory performance.

8.	The Bidder's proposed BHARAT CONNECT solution currently should process minimum -1- Lakh financial transaction per day for BOU module.		Bidder should submit a declaration on their letter head.

33.2 Technical Bid Evaluation

The technical bids of only eligible bidders as specified in RFP will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Functional and Technical Specifications compliance.

Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria		Evaluation Parameters	Sub Scores
The proposed Bharat Connect Solution should have deployed and currently maintaining in at least - 1- Schedule Commercial Banks in India in last 1 year from RFP date. (For each Implementation 5 marks)		Documentary Proof to be attached along with order / contract copy and confirmatory letter from serving Bank.	15
Vendor as part of Presentation/ Demonstration showcase the features available in their system, which complies Bank's requirements. Bank as part of the Presentation evaluate the adjacent criteria and accordingly marks will be provided.	Functional and Technical Specifications compliance	As per Functional and Technical Specification requirement given in Annexure 10	60
	Average financial transaction handled per day for BBPS in last 2 years for any institution	The confirmation is to be given in the Company's letter head <3 Lacs - 0 >= 3 Lacs and < 5 Lacs - 3 Marks >= 5 Lacs and < 7 Lacs - 6 Marks >= 7 Lacs – 10 Marks	10
	Size of Team which are in Bidder's payroll for Managing and Handling the BBPS Solutions in India	letter head along with detail of joining period of resources in company payroll. < 20 – 1 Marks >= 20 and < 40 – 3 Marks >= 40 – 5 Marks	5
	The BOU module should have - 700- TPS capability	The confirmation is to be given on Company's letter head. <=300 – 0 Marks > 300 and <= 500 – 3 Marks	10

		> 500 and <= 700 – 6 Marks > 700 – 10 Marks	
	TOTAL MARKS		**100**

The vendor should present and demonstrate the proposed solution which will be evaluated on functional and technical requirements given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

The cut-off score would be 70% in the Technical Evaluation. Further the vendor must score a minimum of 80% compliance in Functional and Technical Specifications compliance. Even if the vendor meets the 70% cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Functional and Technical requirements.

In case there is only one bidder having technical cut-off score, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score, then the Bank, at its sole discretion, may qualify two bidders because of the top two scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/ projects as described in the proposal or in case the responses received from the customer contacts/ site visits are negative or the proposed service/projects/solution does not meet the Bank's functional and technical requirement.

34. Commercial bid evaluation:

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions/ deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Vendor) after commercial evaluation shall be recommended for award of contract. Bank may empanel one or more service provider and split the ratio of work. Any decision regarding this will be finalized and taken by bank and binding on all Bidders.

35. **Compliance with Accessibility and Technical standards:**

The bidder warrants that all digital products, platforms, and interfaces (including but not limited to web applications, mobile apps, and internal portals) delivered under the engagement shall strictly adhere to the IS 17802 (Part 1 & 2): 2021 standards for "Accessibility for the ICT Products and Services' as prescribed by the Bureau of Indian Standards.

Further, the solution must comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA standards.

The Bidder shall provide an Accessibility Conformation Report (ACR) using the Voluntary Product Accessibility Template (VPAT) or a certified third-party audit report as part of the technical delivery to verify compliance.

ANNEXURE-1

Annexure 01 – Guidelines for bid submission details

Bidders shall mandatory upload following documents signed / digitally signed by their authorized representative.

S #	Section Heading	Performa Given
1.	**Other Clauses**	Annexure 02
2.	**Eligibility Criteria Declaration**	Annexure 03
3.	**Self – Declaration Proforma**	Annexure 04
4.	**Bid Covering letter format**	Annexure 05
5.	**Authorization letter format**	Annexure 06
6.	**Applicant's Profile**	Annexure 07
7.	**Eligibility and Technical Bid Covering letter Format**	Annexure 08
8.	**Proposed Team Profile**	Annexure 09
9.	**Minimum Technical & Functional Specifications**	Annexure 10
10.	**Compliance Statement**	Annexure 11
11.	**Escalation Matrix**	Annexure 12
12.	**Covering letter format for Commercial Bid**	Annexure 13
13.	**Masked Bill of Material/ Masked Commercial Bid**	Annexure 14
14.	**Bill of Material/ Commercial Bid**	Annexure 15
15.	**Format Of Contract Performance Guarantee**	Annexure 16
16.	**Format for Bank Guarantee for Earnest Money Deposit**	Annexure 17

17.	**Integrity Pact**	Annexure 18
18.	**Declaration/ undertaking from bidder to comply with the Information and cyber security controls**	Annexure 19
19.	**Information/ Cyber-Security Measures/ Controls for selected Service Provider**	Annexure 20
20.	**Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**	Annexure 21
21.	**Undertaking from the Bidder**	Annexure 22
22.	**Pre-Bid Queries Form**	Annexure 23
23.	**Non-Disclosure Agreement**	Annexure 24

Commercial Bid should be strictly as per Commercial bid format (Annexure 15). Any commercial bid submitted not in conformity with Annexure 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

ANNEXURE-2: Other Clauses

S.N	ANNEXURE-1: Other Clauses	Bidder Response (Yes/No)	Page No.at which details are enclosed
1	Whether EMD/ Bank guarantee Submitted in the Part A-Conformity to Eligibility Criteria?		
2	Whether the Bid is authenticated by authorized person? *(Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria).*		
3	Whether all pages are authenticated with signature and Seal? *(Full signature to be affixed and not initials). Erasures/ Overwriting /Cutting /Corrections authenticated Certification/ Undertaking is authenticated?*		
4	Whether address of Office on which order has to be placed is indicated in ANNEXURE-7		
5	Whether ensured Indexing of all Document Submitted with page numbers?		
6	**Ownership letter** by the bidder **(Undertaking letter** by the bidder taking the ownership of the project execution in case third party also involved in project executioneither fully or partially. The bidder shall also submit the **ownership certificate** issued by the third party clearly mentioning the extent of ownership)		

Date:________
Place: _______

Yours faithfully,

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

ANNEXURE-3
Eligibility Criteria Declaration

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria:

S. No	Eligibility Criteria	Bidders Response (Yes/No)	Name of Document furnished by Bidder
1	**Pre-Qualification eligibility criteria as per RFP Clause 10.2**		
2	Bidder must be in the business of providing BHARAT CONNECT Services (on OPEX model) in India at least for the last 1 year		
3	The bidder should be ISO 9001 and ISO 27001 certified as on RFP date		
4	Bidder should have register office, operation center and Data Centre (including DR site) in India. The Primary & DR sites should be hosted in different geographical locations and should be located in India.		
5	The TSP who is also a registered/ licensed BBPOU as on date of RFP must comply with the guidelines of regulator viz., RBI/ NPCI/ NBBL etc for conducting such activities in parallel.		
6	The solution should support end-to-end data encryption at all layers including data at rest and data in motion with strong encryption algorithm.		
7	The proposed BHARAT CONNECT Solution should have deployed and currently maintaining in at least -1- Schedule Commercial Banks in India.		

8	The solution provided by the Bidder to at least one serving Bank should be handling a minimum of 5 lakh financial transactions per month for the last 3 months.		
9	The Bidder's proposed BHARAT CONNECT solution currently should process minimum -1- Lakh financial transaction per day for BOU module.		

Date:____________________
Place: ___________________

Yours faithfully,

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

Annexure 4: Self – Declaration Proforma

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: **Self – Declaration of Eligibility Criteria (wherever applicable)**

On behalf of M/s____(bidder's company name), we do hereby declare that information furnished in point no____________ ,____, _______________&_____of Eligibility Criteria in RFP for_____________dated__________ is true and correct.

It is also noted that, if there are any inconsistencies in the information furnishedbelow, the bid is liable for rejection.

Date: _______________________

Place: ______________________

Yours faithfully,

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

ANNEXURE-5

Bid Covering letter format

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer proposed solution of BHARAT CONNECT-BOU in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We accept all the instructions, terms & conditions and scope of work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive, without assigning any reason whatsoever.

Date:____________________
Place: ___________________

Yours faithfully,

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

Annexure – 6

Authorization letter format

(*To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder)*

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

Mr./Miss/Mrs.__________________________________is hereby authorized to attend the bid opening/ Prebid/ other meetings if any of the above RFP on ………………………….on behalf of ourorganization.

The specimen signature is attested below:

____

Specimen Signature of Representative

____

Signature of Authorizing Authority

____

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not beplaced inside any of the bid covers.

ANNEXURE-7

Applicant's Profile

S. No	Particulars	Details
1	Name of the Supplier/ Firm/ Company	
2	Constitution	
3	Date of establishment/ Incorporation	
4	Address of the Registered Office/ Corporate Office	
5	Telephone No. E-mail address Website	
6	Details of Description of business and business back group Service Profile & Client Profile Domestic & International Presence	
7	Brief Description of other facilities available with the Bidder (related to offered solution)	
8	Details of the similar assignments on hand as on date. (Name of the Bank, stage of project etc., Documentary Proof such as work order to be furnished)	
9	Experience of assignments in BHARAT CONNECT business	
10	Name of the team leader identified for this assignment and their professional qualifications and experience/ expertise Details of similar assignments handled by the said Team leader. Documentary proofs for all the assertions are to be enclosed	
11	Names of the other team members identified for this assignment and their professional qualifications and experience/ expertise	
12	Details of the bidder's proposed methodology/ approach with reference to the scope of work	
13	Details of deliverables, other than the deliverables with reference to the scope of work	

Date :-------------------------- **Yours faithfully,**

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

Note:

2 ***These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company.***

3 ***The Bidder should provide detailed responses for each of the above items along with documentary proofs.***

Place : ------------------------

ANNEXURE-8

Eligibility and Technical Bid Covering letter Format

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: : **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification:

S. No	Particulars	Details
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of description of business andbusiness background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative Deliverables	
5	Details of similar assignments executed by the bidder during the last two years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
6	List of major clients in last 2 years anddetails as given below: 1. Name and complete postal Address of the client 2. Name, designation, Telephone, e- mails and address of the contactperson(client) 3. Nature & Description of the work ordered by the client during last 2 years. 4. Whether reference letter enclosed.	

7	Details of inputs/ requirements required by the bidder to execute this assignment.	
8	Conformity to the obtaining of various certificates/ benchmark testing standards for the items quoted to meet the intent of the RFP.	
9	Conformity regarding back-to-back arrangements with third party Software for providing continuous and un- interrupted support to meet SLA obligations as per RFP Terms.	

Declarations:

a) We confirm that we will abide by all the terms and conditions contained in the RFP.

b) We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.

c) All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

d) We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that theBank will have the right to disqualify us in case of any such deviations.

Date:________________________

Place: ______________________

Yours faithfully,

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

ANNEXURE-9

PROPOSED TEAM PROFILE

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: : **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

S. No	Item	Details
1	Name of the Team Leader	
2	Contact Details of the Team Leader	
3	Overall Program/Management Team	
4	Operations Team	
5	Size of the Team	
6	Average Age of the Team	
7	Average Duration of Association with the Bidder	
8	Average Industry Experience	
9	Detailed employee Retention Policies	

(The Bidder to provide detailed responses for each of the above items along with proofs)

Date:____________________
Place: ____________________

Yours faithfully,

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

ANNEXURE: 10
MINIMUM TECHNICAL & FUNCTIONAL SPECIFICATIONS

Proposed Compliance cum Feature List

The Bidder should submit the compliance in the strictly in the following format for below mentioned Functional and Technical Specification/requirement. All the Technical and Functional Specification are **mandatory** and need to be developed during implementation phase if not readily available. The compliance must be given for each point. No Deviation will be accepted. The necessary documents and Certificates should be submitted.

Functional and Technical Parameters for Evaluation:

Scoring methodology for functional parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution ***(Full Marks shall be allotted)***
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. ***(Half Marks shall be allotted)***

Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as "Readily Available (RA)" as part of Technical Scoring Sheet then the same shall be changed to "No Marks (Not Supported / Unavailable)" in the Functional and Technical Scoring Sheet. All the features are mandatory, if any of the features is not available, Bank have right to reject the proposal submitted by the bidder.

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

S. No	Requirement	Weight age	RA	CU	Comments/ Remarks
1.	**Biller Operating Unit (BOU) :**				
a.	Solution should be secured and should be able to on-board the billers without any limitation of Payment mode, Payment channel, Parameter level restriction, etc.	3			
b	Solution should be able to integrate Billers in ON-LINE (direct integration with the biller systems) as well as OFF-LINE (upload/ downloading of bill presentment/ payment files in secured manner) as per the requirement of the biller.	3			
c	Solution should be able to support Bill Fetch, Bill Pay and validate the Bill details or any other such existing or future functionality	2			

d	Solution to provide a dedicated portal for biller with dashboard of transactions, complaints & its responses, etc. and should be customized as per bank's requirement with facility to view/download transactions report based on transaction date, status & reconciliation status etc	2			
e	Biller/ Agent management portal to manage biller on-boarding, complaints, reconciliations, settlement, MIS to config etc.	2			
Total		**12**			
2. Payment Types and Options for BOU:					
a	Following Payment Types need to be supported: • Cash • Credit/Debit Cards • Net Banking • IMPS • Prepaid Instruments • AEPS • Standing Instructions • UPI AutoPay • Credit card on UPI • Any other such type	3			
b	Following Payment options need to be supported : • Full Payment • Minimum Payment • Excess Payment • Ad-Hoc Payment • Part Payment • Penalty Payment • Any other payment option requested by biller or regulator	2			
Total		**5**			
3. Admin Portal for Bank, Billers and Channel/ Agents:					
a	Portal with User Management, Role Based Access Management, Transaction, Biller, Channel Monitoring & Report Section as defined in Scope	2			

b	Mandatory Reports: • Daily/ Monthly/ Quarterly/ Yearly transaction summary • Channel wise transaction report • Biller wise transaction report • Report to be submitted for regulatory/ statutory authorities • System uptime/ downtime report • Failure Transaction report with error codes defined by NPCI • Complaint Summary • Biller performance Report (Monthly/ Quarterly/ Yearly) • Channel wise performance report (Monthly/ Quarterly/ Yearly)	3			
c	Performance of the biller and channel indicating hourly count of total number of transactions with break-up of successful and failed transactions with error code and error description.	2			
d	Facility for the biller and channel to download following reports with the option to download report in excel, .csv, .txt or any specific format: • Date wise transaction report with date range selection. • Settlement report with the details of success transactions.	2			
Total		**9**			
4. NPCI and Required Certifications/ Enhancements:					
a	The solution should be certified by NPCI confirming all the guidelines of NBBL, NPCI, RBI or any other guidelines & standards from time to time along with Bank customizations wherever required within time bound manner as specified by Bank.	3			
b	All NPCI mandated legacy enhancement must be implemented immediately including Enhancement 7-13, Bilateral compliance, RBI BBPOU Authorization, Enhancements in Existing BHARAT CONNECT APIs and as defined in Scope	3			
Total		**6**			

5. Reconciliation, Settlement and Refunds:					
a	The software solution should provide centralized reconciliation and settlement application which should be able to handle multiple channels reconciliation and settlement as defined in Scope.	3			
b	The software solution should also handle reconciliation and settlement of multiple payment modes (Integrated with multiple channels) to settle with RBI, Agent, etc.	2			
Total		**5**			
6. Complaints/ Dispute Management:					
a.	All complaints' data registered or assigned in CANVAS or through any other complaint management portal pertaining to the proposed BHARAT CONNECT solution to be tracked, stored and made available in the portal for CBoI Dispute Management team with necessary MIS.	3			
7.	The solution architecture should include separate UAT & DC-DR setup.	1			
8.	Following documents related to the solution should be submitted to bank: 1. Solution architecture and data flow diagram of complete solution 2. API documents 3. Biller onboarding document with transaction flow 4. Agent onboarding document with transaction flow 5. Documents associated with change request / new deployments.	1			
9.	The solution should support integration with Physical Hardware Security Module (HSM) for key management (dynamic & static) as per NPCI & Bank standards.	1			
10.	Any web portal as part of solution should support all major browsers like Google Chrome, Microsoft Edge, Mozilla Firefox, etc.	1			
11.	Automatic notification/ reporting of solution unavailability through mails, SMS, etc.	1			
12.	The solution should comply with all BHARAT CONNECT guidelines and enhancement guidelines issued by RBI / BBPCU / NPCI / any other Statutory body within specified timeline for the respective guideline.	1			

13.	Any PII data as per Indian regulations from time to time and as per Bank's guidelines and recommendations, if captured and stored by application, should be encrypted.	1			
14.	Encryption to be used for data traveling between the application and core banking solution, delivery channels, NPCI, Billers, etc. as well as for data at rest.	1			
15.	The Solution should be free from OWASP Top 10 vulnerabilities (Latest version).	1			
16.	The Solution should be free from 'SANS TOP 25 Most Dangerous Software Errors' (Latest version).	1			
17.	Application source code review report should be available and submitted to Bank as and when required.	1			
18.	The system should be able to interface with The core banking system online and seamlessly.	1			
19.	Integrity of data during archival & purging should be maintained.	1			
20.	The solution should provide API/ Web Services based integration for billers/ agents.	1			
21.	Only licensed products are to be used.	1			
22.	The bidder should address the issues/ vulnerabilities reported on the solution by the auditor within a reasonable time/ time as per system standards/ time specified by Bank, whichever is earlier.	1			
23.	Audit logs and application logs should be maintained as per BBPCU/ NPCI/ RBI standards and stored and retained as per Bank retention policy.	1			
24.	If the solution is hosted on cloud, it should comply with relevant policies, IT Outsourcing policies issued by RBI/ BBPCU/ NPCI/ any other regulatory body.	1			
25.	The periodic reports sought by the Regulators/ NPCI/ BBPCU should be automated.	1			
26.	The bidder should have proper firewall rules/ system level check to protect the solution from any kind of DoS, malware attacks etc.	1			
Total Marks		**60**			

Note: *Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.*

Yours faithfully,

Date:---------------
Place:--------------

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

ANNEXURE-11

COMPLIANCE STATEMENT

DECLARATION

Compliance	Description	Compliance (Yes/No)	Remarks/ Deviations
Terms & Conditions	We hereby undertake that we comply with all the terms & conditions as givenin the RFP to be eligible for bidding process and, we also agree to abide by all the terms & conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).		
Technical Specification	We certify that the systems/ services offered by us for tender confirms to the Scope & specifications of work stipulated by you with the following deviations		

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

Yours faithfully,

Date:---------------
Place:--------------

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

ANNEXURE-12

ESCALATION MATRIX

Name of the Company:

Delivery Related Issues

Name	Designated	Full Office Address	Phone	Mobile	E-mail
	First Level Contact				
	Second Level contact (if response not received in 24 hrs)				
	Regional/ Zonal Head (if response not received in 48 hours)				
	Country Head (if response not received in one week)				

Service Related Issues

Name	Designated	Full Office Address	Phone	Mobile	E-mail
	First Level Contact				
	Second Level Contact (if response not received in 24 hrs)				
	Regional/ Zonal Head (if response not received in 48 hours)				
	Country Head (if response not received in one week)				

Yours faithfully,

Date:---------------
Place:--------------

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

ANNEXURE-13

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder]

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per ANNEXURE-15 of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule and the terms & conditions mentioned in the subject RFP.

Yours faithfully,

Date:---------------
Place:--------------

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

ANNEXURE-14

Masked Bill of Material/ Masked Commercial Bid

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for different items in conformity with the said Bidding documents as under:

Table A

S. No	Particulars	No. s	Yr1			Yr2			Yr3			TCO	GST	Total including GST
1	One time implementation cost		(A)			(B)			(C)			D= (A+B+C)	E	F=D+E
			x			x			x			x	x	x
2	Resource cost per year 3 resource for 3 shifts per day	3	Monthly Cost per resource-i	12	ii = i*3*12	Monthly Cost per resource-iii	12	iv = iii*3*12	Monthly Cost per resource-v	12	vi = v*3*12	vii = ii+iv+vi	viii	ix = vii+viii
			x		x	x		x	x		x		x	x
3	New Biller/Agent Onboarding Charges	200	Charge per Biller		G-200* Charge per Biller	Charge per Biller		H-200* Charge per Biller	Charge per Biller		I - 200* Charge per Biller	J= G+H+I	K-x	L=J+K

Table B- Transaction Charges

	Financial Transactions per month (BOU)			Yr 1 Unit Rate (a)	Txn per mont h (in Lacs) (b)	Tota l cost for Yr1 (a X b X 12)	Yr 2 Unit Rat e (a)	Txn per mont h (in Lacs) (b)	Tota l cost Yr2 (a X b X 12)	Yr 3 Unit Rat e (a)	Txn per mont h (in Lacs) (b)	Tota l cost Yr3 (a X b X 12)	Total Cost for 3 years (M)	GST (N)	Total Including GST (O)
1	<=20 L		x	0	20	0	0	20	0	0	20	0			
	>20 L and <=40 L		x	0	5	0	0	13	0	0	20	0			
	>40 L and <=60 L		x	x	x	x	x	x	x	0	3	0			
	>60 L and <=80 L		x	x	x	x	x	x	x	x	x	x			
	Total Financial Transaction costs-P		x	x	25	0	x	33	0	x	43	0	(MP)		
2	Non-Financial Transactions per month														
	0- 1,50,00,000		x	0	125	0	0	150	0	0	150	0			
	1,50,00,001 and above		x	x	x	X	0	15	0	0	65	0			
	Total Non-Financial Transaction costs-Q		x	x	125	0	x	165	0	x	215	0	(MQ)		

Table No	Item Name	Cost for 3 years	GST	TCO
A	**One time implementation cost**	D	E	F=D+E
A	**Resource cost per year 3 resource for 3 shifts per day**	vii	viii	ix = vii+viii
A	**New Biller/Agent Onboarding Charges**	J	K	L=J+K
B	**Total Financial Transaction costs**	MP	NP	OP =MP+NP
B	**Total Non-Financial Transaction costs**	MQ	NQ	OQ =MQ+NQ
Total Cost of Ownership (TCO)				G+ix+L+OP+OQ

a) The Bank has discretion to avail onsite support services and more number of support engineers at person day cost given. However, for the TCO purpose 3 persons per day 24*7*365 for each year will be considered.

b) The number of transactions are indicative. This is for the purpose of TCO calculation only, however actual number of transactions will vary as per Bank's requirement & usage. The payment will be released actual basis considering unit cost quoted under respective year.

c) The number of Biller/Agent onboarding are indicative. This is for the purpose of TCO calculation only, however actual number of onboarding will vary as per Bank's requirement & usage. The payment will be released on the basis of actual onboarding of Biller/Agent.

d) One time Implementation cost includes migration of existing payment Channels, Billers and Agents and any Future Channel Integration along with all NPCI mandatory enhancements.

e) No. of Billers indicated above will be distributed as per Bank's requirement across 5 Years.

f) The entire solution should be hosted at Bank's premises (DC & DR) and Bidder shall mention any cost towards this in One time implementation cost.

We abide by following terms and conditions:

a. All prices to be quoted in Indian Rupee (INR) only Total cost of Ownership (TCO) shall be including GST.

b. Price Bid should be comprise values only up to 2 decimal places. For the evaluation purpose, Bank will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures/ cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.

c. If the cost for any line item is indicated as zero/ blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

d. There shall be no escalation for prices during the currency of 3 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

e. The bidder shall include the cost of all necessary components like software, licenses & accessories in their commercial proposal. The commercial proposals shall also include the cost for warranty and ATS period, patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.

f. It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.

g. All the payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land. The successful bidder needs to provide the OEM certificates for licenses supplied to the Bank for releasing the payments.

h. Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

i. We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Yours faithfully,

Date:---------------
Place:--------------

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

ANNEXURE-15

Bill of Material/ Commercial Bid

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: **Our Bid for RFP for providing BHARAT CONNECT- BOU services on Opex Model**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for different items in conformity with the said Bidding documents as under:

Table A

S. No	Particulars	No. s	Yr1			Yr2			Yr3			TCO	GST	Total including GST
1	One time implementation cost		(A)			(B)			(C)			D= (A+B+C)	E	F=D+E
			x			x			x			x	x	x
2	Resource cost per year 3 resource for 3 shifts per day	3	Monthly Cost per resource- i	12	ii = i*3*12	Monthly Cost per resource- iii	12	iv = iii*3*12	Monthly Cost per resource- v	12	vi = v*3*12	vii = ii+iv+vi	viii	ix = vii+viii
			x		x	x		x	x		x		x	x
3	New Biller/Agent Onboarding Charges	200	Charge per Biller		G-200* Charge per Biller	Charge per Biller		H-200* Charge per Biller	Charge per Biller		I - 200* Charge per Biller	J= G+H+I	K-x	L=J+K

Table B- Transaction Charges

	Financial Transactions per month (BOU)			Yr 1 Unit Rate (a)	Txn per mont h (in Lacs) (b)	Tota l cost for Yr1 (a X b X 12)	Yr 2 Unit Rat e (a)	Txn per mont h (in Lacs) (b)	Tota l cost Yr2 (a X b X 12)	Yr 3 Unit Rat e (a)	Txn per mont h (in Lacs) (b)	Tota l cost Yr3 (a X b X 12)	Total Cost for 3 years (M)	GST (N)	Total Including GST (O)
1	<=20 L		x	0	20	0	0	20	0	0	20	0			
	>20 L and <=40 L		x	0	5	0	0	13	0	0	20	0			
	>40 L and <=60 L		x	x	x	x	x	x	x	0	3	0			
	>60 L and <=80 L		x	x	x	x	x	x	x	x	x	x			
	Total Financial Transaction costs-P		**x**	**x**	**25**	**0**	**x**	**33**	**0**	**x**	**43**	**0**	**(MP)**		
2	**Non-Financial Transactions per month**														
	0- 1,50,00,000		x	0	125	0	0	150	0	0	150	0			
	1,50,00,001 and above		x	x	x	X	0	15	0	0	65	0			
	Total Non-Financial Transaction costs-Q		**x**	**x**	**125**	**0**	**x**	**165**	**0**	**x**	**215**	**0**	**(MQ)**		

Table No	Item Name	Cost for 3 years	GST	TCO
A	One time implementation cost	D	E	F=D+E
A	Resource cost per year 3 resource for 3 shifts per day	vii	viii	ix = vii+viii
A	New Biller/Agent Onboarding Charges	J	K	L=J+K
B	Total Financial Transaction costs	MP	NP	OP =MP+NP
B	Total Non-Financial Transaction costs	MQ	NQ	OQ =MQ+NQ
Total Cost of Ownership (TCO)				G+ix+L+OP+OQ

a) The Bank has discretion to avail onsite support services and more number of support engineers at person day cost given. However, for the TCO purpose 3 persons per day 24*7*365 for each year will be considered.

b) The number of transactions are indicative. This is for the purpose of TCO calculation only, however actual number of transactions will vary as per Bank's requirement & usage. The payment will be released actual basis considering unit cost quoted under respective year.

c) The number of Biller/Agent onboarding are indicative. This is for the purpose of TCO calculation only, however actual number of onboarding will vary as per Bank's requirement & usage. The payment will be released on the basis of actual onboarding of Biller/Agent.

d) One time Implementation cost includes migration of existing payment Channels, Billers and Agents and any Future Channel Integration along with all NPCI mandatory enhancements

e) No. of Billers indicated above will be distributed as per Bank's requirement across 5 Years.

f) The entire solution should be hosted at Bank's premises (DC & DR) and Bidder shall mention any cost towards this in One time implementation cost

We abide by following terms and conditions:

j. All prices to be quoted in Indian Rupee (INR) only. Total cost of Ownership (TCO) shall be including GST.

k. Price Bid should be comprise values only up to 2 decimal places. For the evaluation purpose, Bank will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures/ cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.

l. If the cost for any line item is indicated as zero/ blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

m. There shall be no escalation for prices during the currency of 3 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

n. The bidder shall include the cost of all necessary components like software, licenses & accessories in their commercial proposal. The commercial proposals shall also include the cost for warranty and ATS period, patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.

o. It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.

p. All the payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land. The successful bidder needs to provide the OEM certificates for licenses supplied to the Bank for releasing the payments.

q. Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

r. We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Yours faithfully,

Date:---------------
Place:--------------

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

ANNEXURE- 16

FORMAT OF CONTRACT PERFORMANCE GUARANTEE

(To be submitted on Non-Judicial stamp paper of appropriate value Purchasedin the name of the issuing Bank)

1. In consideration of **Central Bank of India**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Central Office at Chandermukhi , Nariman Point , Mumbai- 400 021 having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of BANK's purchase order / Letter of Intent bearing no. …. dated…………………. issued to the Vendor and an Agreement to be made between BANK and the Vendor for a period of ………….. In pursuance of Request For Proposal no……………………..dated……………………… , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹…………………… (Rupees ………………………… …………………. Only) We,…………………………………….. [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ………………………………….. [VENDOR] do hereby undertake to pay to Central Bank of India an amount not exceeding Rs……………...against any loss or damage caused to or suffered or would be caused to or suffered by CENTRAL BANK OF INDIA by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We …………………………………………………… [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Central Bank of India stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR‟S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹……………………………

3. We undertake to pay to Central Bank of India any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CENTRAL BANK OF INDIA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ……………………………..(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We …………………………………… [indicate the name of bank ISSUING THE GUARANTEE] further agree with Central Bank of India that CENTRAL BANK OF INDIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by CENTRAL BANK OF INDIA against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of CENTRAL BANK OF INDIA of any indulgence by CENTRAL BANK OF INDIA to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

6. We, …………………………………… [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of CENTRAL BANK OF INDIA in writing.

7. Notwithstanding anything contained herein:
i) Our liability under this Bank Guarantee shall not exceed Rs…….. (Rupees………………………………………….) only.

ii) This Bank Guarantee shall be valid up to ………………………..(date of expiry of PBG)and

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

8. Dated the ……………… day of ………., 2025

Yours' faithfully,

For and on behalf of ______________________________ Bank

Authorized Official

Note:

1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.
3. The bank guarantee is required to be received by Central Bank of India directly from the issuing bank.

ANNEXURE- 17

Format for Bank Guarantee for Earnest Money Deposit

To

. . . .

. . . .

WHEREAS______________________________(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated_______(Date) for the execution of (Name of Contract)_______________________________________ (hereinafter called "the Tender") in favor of (hereinafter called the 'Beneficiary'; KNOW ALL MEN by these presents that we, -----------------------(name of the issuing Bank), a body corporate constituted under the____ having its Central Office at_________________________amongst others a branch/ office at____(hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _______(Rupees only) forwhich payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are: a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

I. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity; fails or refuses to execute the RFP, if required; or
II. Fails or refuses to furnish the performancesecurity, in accordance with terms and of conditions of RFP/Contract. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

i. Our liability under this Bank Guarantee shall not exceed ₹............................(INR…………………………………………………………only)

ii. This Bank Guarantee is valid up ………………….. (date of expiry of BG) and;

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us awritten claim or demand on or before………………….. (date of expiry of guarantee as found under clause (ii) above plus claim period= claim date)

Dated………….. day of_______2025

SIGNATURE & SEAL OF THE BANK

* MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.

ANNEXURE 18 - Integrity Pact

INTEGRITY PACT

Between
Central Bank of India hereinafter referred to as **“The Principal”**,
And
…………………………………………… hereinafter referred to as **“The Bidder/ Contractor”**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for……………………………………The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

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

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

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

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

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the
"Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3- Disqualification from tender process and exclusion from future contracts
If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression
(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

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

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

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

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

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman &

Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)	**For & On behalf of the Principal Bidder/ Contractor**
(Office Seal)	**(Office Seal)**
Place_______________	Place_______________
Date________________	Date________________
Witness1:	Witness1:
Name & Address	Name & Address
-----------------------------------	________________________

----------------------------------- ________________________

----------------------------------- _________________________

Witness 2: Witness 2:
Name & Address Name & Address

----------------------------------- __________________________

----------------------------------- ___________________________

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working because of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

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

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

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

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

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

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the

Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

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

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

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

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

3. Guidelines on Banning of Business Dealing

3.1. Introduction

3.1.1 Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, must ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. To ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

3.1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

3.2. Scope

3.2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

3.2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

3.2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

3.2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

3.2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

3.2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any Agency due to its poor / inadequate performance or for any other reason.

3.2.7 The banning shall be with prospective effect, i.e., future business dealings.

4. Definitions

In these Guidelines, unless the context otherwise requires:
i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;
d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) while Executive Director (BSD) shall be the "Competent Authority" for the purpose of these guidelines, MD & CEO, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Director's Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with MD & CEO, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only

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

e) For Corporate Office only

For procurement of items/ award of contracts, to meet the requirement of Corporate Office only, Head of Business Support Department (BSD) shall be the Competent Authority and concerned Executive Director (BSD) shall be the "Appellate Authority".

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

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

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

5 Initiation of Banning / Suspension

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

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

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

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

7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

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

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

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

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

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be considered while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice must be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established.

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority
Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC for examination and recommendation.
12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

Annexure 19 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls

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

To

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sub: RFP for providing BHARAT CONNECT- BOU services on Opex Model.

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

We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

We abide with all clauses mentioned in the Annexure 18 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

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

Annexure 20 – Information/ Cyber-Security Measures/ Controls for selected Service Provider

To

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sub: RFP for providing BHARAT CONNECT- BOU services on Opex Model.

Further to our proposal dated ………., in response to the Request for Proposal .... (Bank's tender No. hereinafter referred to as "RFP"), we are hereby undertaking the conformity and compliance with following Information/ Cyber-Security Measures/ Controls for selected Service Provider:

1. **Incident Response and Management**

1.1 SPs must have a mechanism/ resource to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/ outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/ post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.

1.2 SP's BCP/ DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.

1.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/ DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. **IT Risk Management**

2.1 The SP shall carry out Information security/ cyber security risk assessment and apply risk treatment measures on regular intervals.

2.2 The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

2.3 The SP shall be subjected to the annual IT audit/ Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

3. **Preventing access of unauthorized software**

3.1 Put in place a mechanism to control installation of software/ applications on endpoints. Also, put in place a mechanism to block/ prevent and identify installation and running of unauthorized software/applications on such devices/ systems.

3.2 Continuously monitor the release of patches by various vendors/ Original Equipment Manufacturers (OEMs), advisories issued by CERT-IN and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/ series of patches is/are released by the OEM/ manufacturer/ vendor for protection against well-known/ well publicized/ reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.

3.3 Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

4. **Environmental Controls**

4.1 Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.

4.2 Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.

5. **Network Management and Security**

5.1 Prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.

5.2 Maintain an up to date/ centralized inventory of authorized devices connected to SP's network (within/ outside SP's premises) and authorized devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.

5.3 Have mechanisms to identify authorized hardware/mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.

5.4 Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.

5.5 The default passwords of all the network devices/systems should be changed after installation.

5.6 The infrastructure of SP should be designed with adequate network separation controls.

5.7 Have mechanism to automatically identify unauthorized device connections to the SP's network and block such connections.

5.8 Boundary defenses should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.

5.9 Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.

5.10 Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.

5.11 Firewall rules shall be defined to block unidentified out bound connections, reverse TCP shells and other potential backdoor connections.

6. Secure Configuration

6.1 Document and apply baseline security requirements/ configurations to all categories of devices (endpoints/ workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,

6.2 Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.

6.3 Disable remote connections from outside machines to the network hosting the ATM Switch infrastructure.

6.4 Ensure the software integrity of the related applications.

7. Application Security Life Cycle (ASLC)

7.1 Incorporate/Ensure information security across all stages of application lifecycle.

7.2 Secure coding practices must be implemented for internally/ collaboratively developed applications.

7.3 The development/ test and production environments need to be properly segregated. The data used for development and testing should be appropriately masked.

7.4 Software/ Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.

7.5 Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/ security team of the SP achieve reasonable level of comfort and maturity with such technologies be for introducing in the IT ecosystem.

7.6 SPs shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank/ RBI as and when requested.

7.7 In respect of critical business applications, SPs shall conduct source code audits by professionally competent personnel/ service providers. They shall provide assurance to the bank that the application is free from embedded malicious/fraudulent code.

7.8 The SPs shall ensure that their software/ application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defence-in-depth to provide layered security mechanism.

8. Patch/ Vulnerability and Change Management

8.1 Allow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches to minimize the number of vulnerable systems and the time window of vulnerability/exposure.

8.2 Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.

8.3 Periodically conduct Application security testing of web/ mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.

8.4 As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.

8.5 Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/ WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.

8.6 SPs should have a robust change management process in place to record/monitor all the changes that are moved/ pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the change, deployment plan and rollback plan.

9. User Access Control / Management

9.1 Provide secure access to the SP's assets/services from within/outside the SP's network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)

9.2 Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.

9.3 Implement controls to monitor and minimize invalid logon counts and deactivate dormant accounts.

9.4 Implement a centralized authentication and authorization system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote, etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.

9.5 Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems/Identity and Access Management systems.

9.6 Monitor any abnormal change in pattern of logon

9.7 Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.

9.8 Trivial and/or default passwords shall not be used.

10. **Data Leak prevention strategy**

10.1 Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.

10.2 This shall include protecting data processed in endpoint devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

11. **Audit Logs**

11.1 Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if need be.

11.2 Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.

11.3 Logs generation from various devices/applications/database and capturing should always be automatic and by default.

11.4 An alert mechanism should be set to monitor any change in the log settings.

11.5 Manage and analyse audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

12. **Advanced Real-time Threat Defence and Management**

12.1 Build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.

12.2 Implement Anti-malware, Antivirus protection including behavioural detection systems for all categories of devices –endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralized management and monitoring.

13. **Vulnerability assessment and Penetration Test**

13.1 Periodically conduct Vulnerability Assessment/Penetration Testing (VA/PT) of applications, servers and network components.

13.2 The vulnerabilities detected are to be remedied promptly in terms of the SP's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.

13.3 The VAPT report(s) and compliance to its findings shall be shared with the bank/ Reserve Bank of India as and when requested.

14. **Forensics**

14.1 The SP shall have support/arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.

15. **Arrangement for continuous surveillance - Setting up of Cyber Security Operation Centre (C-SOC)**

15.1 Constant and continuous Constant and continuous monitoring of the environment using appropriate and cost-effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. SPs are mandated that a C-SOC (Cyber Security Operations Centre) be setup at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of emerging cyber threats.

16. **Compliance with various standards**

16.1 The SP shall comply with the relevant standards including ISO27001, PCI- DSS and PA-DSS, as applicable to the IT ecosystem.

16.2 The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).

Authorized Signatory Name:
Designation:
Bidder’s Corporate Name Address
Email and Phone #

Annexure 21 – Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sub: RFP for providing BHARAT CONNECT- BOU services on Opex Model.

Sir,

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

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

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

(Please strike off whichever is not applicable)

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that ____________________________is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India; I/ we certify that ________________is from such a country. I hereby certify that _fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

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

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

1. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

   We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.
2. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this…………………………………..by 20

Yours faithfully,

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

List of documents enclosed:
1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Annexure 22 – Undertaking from the Bidder

Assistant General Manager
Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sub: RFP for providing BHARAT CONNECT- BOU services on Opex Model.

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

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
2. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
3. Masked Commercial Bid (Annexure 14) and Commercial Bid (Annexure 15) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
4. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   (b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
   i. Name and Address of the Agent .... (please specify NA if not applicable)
   ii. Amount and Currency in which Commission paid / payable .... (please specify NA if not applicable)
   iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) .... (please specify NA if not applicable)
7. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
8. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this…………………………………..by 20

Yours faithfully,

Authorized Signatory Name:
Designation:
Bidder’s Corporate Name Address
Email and Phone #

Annexure 23 – Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

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

Name of the Respondent:

Contact Person from Respondent in case of need.
Name :
Tel No:
e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Commercial/Legal/General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

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

ANNEXURE 24: NON-DISCLOSURE AGREEMENT

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

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

BETWEEN

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

AND

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

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

WHEREAS

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

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

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

1. Definitions:

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

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

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

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

a) is in or comes into the public domain through no fault of the Receiving Party;

b) becomes available to the Receiving Party from the third party lawfully without the breach of any confidentiality obligations by such third party;

c) is known or developed by the Receiving Party independently of Disclosing Party's disclosure of the Confidential Information to the Receiving Party;

d) is disclosed with the written consent of Disclosing Party.

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

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

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

5. **Term:** This Agreement shall be valid for a period of **[]** months from the date of signing this Agreement ("Term"). Either Party may terminate this Agreement at any time by giving **[]** days

written notice to the other Party. Unless terminated sooner in accordance with the foregoing sentence, this Agreement shall terminate upon the earlier of:

(i) expiry of the Term;

(ii) on completion of the Purpose, or

(iii) on the signing of a definitive agreement between the Parties relating to the Purpose.

The confidentiality obligations shall survive for a period of one (1) year from the date of expiry or termination of this Agreement.

6. **Ownership and Protection of Confidential Information and Intellectual Property:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall maintain ownership and all intellectual property and proprietary rights over the Confidential Information. All Confidential Information disclosed under this Agreement remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any rights, title, or interest in or to any intellectual property rights, patents, copyrights, trademarks, or other proprietary rights of the Disclosing Party. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface, or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol, or logo on such Confidential Information.

7. **Remedies:** The Receiving Party recognizes that Confidential Information is valuable property of the Disclosing Party and in the event of breach of this Agreement monetary damages may not be a sufficient remedy. Therefore, without prejudice to other rights or remedies that Disclosing Party may have, it would be entitled to equitable relief, including by way of injunction, as a remedy for any breach or anticipated breach of this Agreement.

8. **Return of confidential information:** Upon written demand of the Disclosing Party, the Receiving Party shall:

i. Cease using the Confidential Information;

ii. Return the Confidential Information and all copies, abstract, extracts, samples, notes, or modules thereof to the Disclosing Party within seven [X] days after receipt of notice, and

iii. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

iv. Failure to comply with these obligations may result in legal action, including but not limited to claims for breach of contract and any associated damages. The Receiving Party's obligations under this agreement regarding the confidentiality of the Confidential Information shall survive the return or destruction of the Confidential Information.

9. This Agreement contains the entire understanding between the Parties with respect to non-disclosure of Confidential Information and supersedes all prior agreements and understanding with respect to this subject. This Agreement may be amended only by written agreement executed by both parties. This Agreement shall be binding on successors and permitted assigns of the parties.

10. **Notification:** Receiving Party shall notify Disclosing Party within [X] days/ hours of discovering any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

11. **Governing Law and Judication:** This Agreement shall be governed by and construed in accordance with the laws of India without giving effect to the choice of law principles thereof and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts in Mumbai, India.

12. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

13. In no event shall either Party, its affiliates, or related entities be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise).

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

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

For and on behalf of

____

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

____

Name of Authorized signatory:

Designation

We have read this Agreement fully and confirm our agreement with its terms.

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