CENTRAL BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

for

Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

(Through GeM Portal) - GEM/2026/B/7827056

Central Bank of India
NB&ET Department
1st Floor, MMO Building,
Fort, Mumbai
RFP Reference No.: NB&ET/Fintech/RFP/2026-27/02
Date: 23/07/2026

DISCLAIMER

A. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of CBoI, is subject to the terms and conditions set out in this RFP.

B. This RFP is not an offer by Central Bank of India, but an invitation to receive responses from the eligible Bidders.

C. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information which each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check and satisfy the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend, supplement, cancel and postpone the information in this RFP or may even cancel or re issue the RFP itself.

D. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

E. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

F. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder’s risk and may result in rejection of the Bid.

G. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Successful Bidder , as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

GENERAL INSTRUCTIONS TO BIDDERS

All Bidders must note that this being E-tender, only bids received online on GeM Portal https://gem.gov.in shall be considered as an offer. Any bid submitted in physical form will not be considered or opened and shall be summarily rejected.

Procedure for submission of E-tender by Bidder:

Interested Bidders who wish to participate should visit the website https://gem.gov.in which is the only website for bidding their offer. Further, the procedure is as follows:

1. Register your firm/ company on the website https://gem.gov.in for obtaining a Login ID and Password. Detail guidelines are available on GEM portal.

2. Apply for the RFP by uploading supporting documents.

3. Bidder must submit the offer before closing date & time. The website will automatically stop accepting the offer after closing date and time.

Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. Central Bank of India will not be responsible for any lapses/ failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested and eligible to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Central Bank of India expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Definitions & Important Abbreviations:

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

1. Bank, CBoI means 'Central Bank of India'
2. Recipient, Respondent, Bidder, service provider, Bidder means the respondent to the RFP document
3. RFP/ Bid document means the Request for Proposal 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. ACK- ACH Payment Acknowledgement
7. AI/ML- Artificial Intelligence/Machine Learning
8. AMC- Annual Maintenance Contract
9. API- Application Programming Interface
10. ATS- Annual Technical Services
11. B2C- Business-to-Consumer
12. BBPS- Bharat Bill Payment System
13. BG- Bank Guarantee
14. BOM- Bill of Material
15. BPD- Business Parameter Definition
16. CBS- Core Banking Solutions
17. CIF- Customer Identification File/Form
18. CMS- Cash Management Services
19. CAN- Central Nodal Account
20. CRM- Customer Relationship Management
21. CSV- Comma-Separated Value
22. CVC- Central Vigilance Commission
23. DC- Data Centre
24. DD- Demand Draft
25. DDOS- Distributed Denial-of-Service
26. DR- Disaster Recovery
27. EFRM- Enterprise Fraud Risk Management
28. EMD- Earnest Money Deposit
29. EOD- End of Day
30. EOL- End of Life
31. EOS- End of Support/Sell
32. ERP- Enterprise Resource Planning
33. FEBA- First Enterprise Business Agency
34. FMS- Facility Management Services
35. GB- Gigabyte
36. GeM – Government-e-Marketplace
37. GST- Goods and Service Tax
38. GUI- Graphical User Interface

39. H2H- Host to Host
40. HO- Head Office
41. HTML- Hypertext Markup Language
42. IMPS- Immediate Payment Service
43. IPO- Initial Public Offering
44. IT- Information Technology
45. KYC- Know Your Customer
46. LAPS- Lending Automation of Processing System
47. LD- Liquidated Damage
48. MF- Mutual Fund
49. MIS- Management Information System
50. MMS- Mandate Management System
51. MSE- Micro & Small Enterprise
52. MSME- Micro Small & Medium Enterprises
53. NACH- National Automated Clearing House
54. NBBL- NPCI Bharat BillPay Ltd
55. NBFC- Non-Banking Financial Company
56. NDA- Non-Disclosure Agreement
57. NEFT- National Electronic Funds Transfer
58. NI Act- Negotiable Instruments Act
59. NPCI- National Payments Corporation of India
60. OEM- Original Equipment Manufacturer
61. OSD- Original Solution Developer
62. PBG- Performance Bank Guarantee
63. PGP- Pretty Good Privacy
64. PII- Personally Identifiable Information
65. PO- Purchase Order
66. POBO- Payments-on-behalf-of
67. POS- Point of Sale
68. PSO- Payment System Operator
69. QR- Quick Response
70. RAM- Random Access Memory
71. RBI- Reserve Bank of India
72. ROBO- Receivables-on-behalf-of
73. RPO- Recovery Point Objective
74. RRN- Retrieval Reference Number
75. RTGS- Real Time Gross Settlement
76. RTO- Recovery Time Objective
77. SB- Successful Bidder
78. SFTP- Secure File Transfer Protocol
79. SIT- Systems Integration testing
80. SLA- Service Level Agreement

81. SMS- Short Message Service
82. SNA- Single Nodal Account
83. SP- Service Provider
84. SQL- Structured Query Language
85. SSL- Secure Sockets Layer
86. SSO- Single Sign On
87. STP- Straight through Processing
88. TAT- Turn Around Time
89. TCO- Total Cost of Ownership
90. TSP- Technology Service Provider
91. UAT- User Acceptance Testing
92. UDIN- Unique Document Identification Number
93. UMRN- Unique Mandate Reference Number
94. UPI- Unified Payments Interface
95. UTR- Unique Transaction Reference
96. VA- Virtual Account
97. VAM- Virtual Account Management
98. VAPT- Vulnerability Assessment and Penetration Testing
99. VM- Virtual Machines
100. VPA- Virtual Payment Address
101. Commercial Bid: Financial Bid
102. Commercial Evaluation: Financial Evaluation
103. PO/ LOI: Purchase Order/ Letter of Intent

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/ Department for Promotion of Industry and Internal Trade (DPIIT for participation in this bid.

III. “Bidder” (including the term ‘tenderer’, ‘consultant’, ‘Bidder’, Licensor 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 Bidder other than payment for duly completed and accepted deliverables up to the date of termination; and/or

(b) Require the Bidder 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	**23/07/2026**
2	RFP Coordinator Name, Contact details (Bank)	Mr. Saumy Navit Contact No. – 022-4919 7332 / 7343 Email: agmdptb@centralbank.bank.in 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: 04/08/2026** **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 **31/07/2026.**
4	Last Date of Submission of RFP Response	**28/08/2026**- 03:00 PM Mode: Online (on GeM Portal)
5	Eligibility Cum Technical Bid Opening Date	**28/08/2026**- 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 2,00,000/- (Rs. Two Lakhs Only)
8	Mode of bid submission	Online on Government e Marketplace (GeM)
9	Performance Bank Guarantee	3% of Total Cost of ownership (TCO)
10	Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

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Part- I

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 all 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 for Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect).

2. Overview and objectives

Central Bank of India intends to on-board a Bidder for development & integration of Interoperable Internet Banking Mobile Banking (IBMB) also known as Banking Connect with NPCI Bharat Bill Pay Ltd. (NBBL).

In this regard, Bank invites tenders comprising of eligibility, technical bid and Commercial bid from experienced bidders having proven capabilities of development & integration of Interoperable Internet Banking Mobile Banking (IBMB) also known as Banking Connect with NPCI Bharat Bill Pay Ltd. (NBBL). The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Bank.

The bidder (also referred to as Bidder in this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

3. Eligibility Criteria

#	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public/ Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on bid submission date. **OR** Bidder should be a Limited Liability Partnership (under the Limited Liability Partnership Act, 2008) in India for the last 3 years as on bid submission date.	In case of Limited Company (Public / Private): Certificate of Incorporation issued by Registrar of Companies along with Board Resolution in Annexure-21, Copies of Memorandum of Association, Copies of Articles of Association, Shareholding pattern, PAN, TAN, GSTIN Certificate, any other tax related document if applicable and any such other relevant documents as required by Bank is required to be submitted along with the eligibility bid. In case of LLP: Copy of LLP Incorporation certificate, Partnership deed, Partner's resolution in Annexure-22, PAN, TAN, GSTIN Certificate, any other tax related document if applicable and any such other relevant documents as required by Bank is required to be submitted along with the eligibility bid.
2	The bidder should be an OEM (Original Equipment Manufacturer) and/ or OSD (original solution developer) or their authorized representative in India. In case OEM/ OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	Undertaking / Power of Attorney (PoA) and indemnity from the OEM/ mentioning a clause that OEM/OSD will provide support services during warranty/AMC/ATS period if the bidder authorized by them fails to perform. In case of an authorized representative, a letter of authorization from OEM/ OSD must be furnished in original duly signed & stamped (As per Annexure – II).
3	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of bid submission.	Annexure-V should be submitted
4	Bidder under notice/ termination period from OEM/ OSD as on bid submission date should not bid in this tender.	Self-declaration to this effect on the company's letterhead should be submitted.

5	The service provider should ensure that there are no legal proceedings/ inquiries/ investigations have been commenced/ pending/ threatened against service provider by any statutory or regulatory or investigative agencies for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.
6	Bidders who are party to any ongoing/ pending/ contemplated litigation with Central Bank of India, shall not be allowed to participate in this tender.	A self-declaration to this effect must be submitted along with the technical bid.
7	The bidder should have operating profit in any two (2) Financial year out of last three (3) Financial years.	Copy of the audited balance sheet & certificate from the Chartered Accountant of the company showing for the consecutive last three financial years i.e. 2023-24, 2024-25 & 2025-26 should be submitted.
8	The proposed solution must be certified from NPCI Bharat BillPay Ltd. (NBBL) for IBMB (Banking Connect).	Letter of certification from NPCI Bharat Bill Pay Ltd (NBBL) to be submitted.

Note:

- Consortium bidders are not allowed to participate in this bid.
- In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM/OSD (Original Equipment Manufacturer) or Principal OEM/OSD itself can bid but both cannot bid simultaneously. In such case OEM/OSD bid will only be accepted. If the Principal OEM/OSD itself is participating in the bid, the credentials submitted for meeting the existing experience criteria may or may not be in the name of the OEM/OSD. However, such experience to be verifiable through the OEM's/OSD's submitted credentials.

If a participating bidder/ Bidder submits bid on behalf of the Principal OEM/OSD, the same bidder/ Bidder shall not submit a bid on behalf of another Principal OEM/OSD in the same tender for the same item or product. The eligibility/experience credentials provided by the participating bidder/Bidder must be issued directly by the bidder's/Bidder's client organization in the name of the participating bidder/Bidder.

The bidder must comply with all above-mentioned criteria. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

Participation of demerged entities:

In terms of Office Memorandum No. F.8/78/2023-PPD, dated 12.10.2023 of Department of Expenditure (DoE), Ministry of Finance (MoF), Government of India on 'Participation of demerged entities in public procurement opportunities', a bidder who is a demerged entity (by virtue of a corporate restructuring exercise etc.) is permitted to use credentials of original parent entity to satisfy the eligibility criteria for initial 5 years from the incorporation of the demerged entity. Bidder to submit necessary appropriate documentary evidence for the same.

PART- II

4. Broad Scope of Work

The scope of the work must be as per the Banking Connect (Interoperable Internet Banking Mobile Banking) – Technical/ Procedural Specification issued by the NPCI Bharat Billpay Ltd (NBBL) which is subsidiary of NPCI, from time to time. The successful Bidder must adhere to guidelines issued by the NPCI Bharat Billpay Ltd (NBBL) on Banking Connect with no extra cost from the Bank. The solution should also confirm to the guidelines with respect to the Digital Personal Data Protection Act, 2023 (DPDP Act) and Information Technology Act 2000 and its rules, notifications/ guidelines of competent authorities and it's time to time amendments.

4.1 Scope of Work of the Banking Connect (IBMB) solution:

- The bidder shall implement Secure SDLC (Software Development Life Cycle) and DevSecOps practices including SAST (Static Application Security Testing, DAST (Dynamic Application Security Testing), vulnerability management, API security controls, secrets management, encryption key rotation, WAF (Web Application Firewall) /RASP (Runtime Application Self Protection) protections, SIEM (Security Information & Event Management) integration, centralized log management, incident monitoring and real-time alerting mechanisms. All logs shall be retained as per regulatory requirements and made available to the Bank, auditors, regulators and investigative agencies as and when required.

- The bidder shall provide technical service and expertise related to design, development, deployment and maintenance of the proposed solution.

- Bidder shall manage system deployment, rigorous testing and post-deployment maintenance to ensure operational efficiency and compliance with regulatory standards. Bidder shall adhere to data integrity and security standards, guaranteeing safe and efficient functioning of the solution

● The proposed application/solution must provide Central Bank of India to communicate seamlessly with Banking Connect Central Unit which is maintained by NPCI Bharat Billpay Ltd (NBBL).

● Bidder must provide end-to-end services including IBMB (Banking Connect) switch development and integration.

● The proposed solution must be cloud-hosted to ensure scalability. It should have deployments in different zones in India and should be on an Active-Active setup.

● All data centres in which the proposed solution is hosted must be MeitY-approved.

● The application/solution must be integrated with Bank's Internet banking system, mobile Banking & QR code system that enables Bank's Internet banking & Mobile banking systems to extend payment service to all the Bank retail & corporate customers.

● The provided solution must work in adherence to the standards set by the NBBL/RBI for Banking Connect. The application must be integrated, interoperable, accessible and scalable payment system to facilitate the customers anytime, any here without any hurdle.

● Bidder must adhere to and comply with the NBBL procedural and technical specifications for the proposed solution.

● The System shall be able to on-board sponsor Bank and Payment Aggregators, if any request raised by Bank.

● System must be able to send email/ SMS/ OTP.

● The bidder must complete all the process and fulfil the certificate requirement from NBBL/RBI for Banking Connect (IBMB).

● Provide Annual Maintenance Support for the application.

● Provide MIS report as per the requirement of the Bank

● Bidder must provide support in daily transaction Settlement & clearing.

● Bidder must provide the admin portal with Configuration management, User access management, Complaint & DMS registration & track.

● All customer PII data must be stored in strong encrypted form. Communication with Banking Connect switch, Internet Banking, and Mobile Banking must use latest TLS/ SSL protocols or as define by NBBL. Data must be encrypted in transit and at rest. PII data should be masked wherever applicable.

● Timely resolution of audit observations from internal/ external audits without any additional cost to the Bank. Solution must pass all applicable software and security audits. Adherence to RBI guidelines, KYC norms, data protection, and privacy standards. Bidder must upgrade/modify/replace solution to meet regulatory changes without extra cost.

● Solution must support minimum 50 TPS and be horizontally scalable. Capable of handling high transaction volumes efficiently

- All software must be enterprise licensed and, perpetual with right to use post-contract. Latest stable versions only; no beta versions. There should be Escrow arrangement for source code.

- The solution must base on the basic architectural considerations of highly scalable, available and reliable. A modern, modular and resilient architecture framework is adopted to ensure both horizontal and vertical scalability, flexible to support both active-passive and active-active configurations. The solution should base on such technology platform wherever possible to reduce the cost of ownership.

- Availability of Audit log.

- The Application will be built to collect and send application related logs to the Security Operations Centre (SOC) of Bank as well to the NPCI.

- In-built Fraud Risk Mitigation Procedures.

- Compliance to Information Technology Act

- PCI DSS Compliance

- Any change/modification related to audit and compliance will be done without any CR and priority basis.

- Till 12 months post go-live, the proposed solution should comply with the existing or future time-to-time guidelines issued by NBBL on IBMB (Banking Connect). As and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution at no additional cost to the Bank, within the above mentioned 12 months post go-live. Thereafter, modifications may be carried out on change requests basis, if required, on mutually agreed terms and conditions.

- The Bidder shall support and participate in Disaster Recovery (DR) drills as mandated by the Bank from time to time, but at a minimum once every quarter during the contract period. The DR drills shall include switchover, failover, fallback, application functionality validation, transaction validation, reconciliation validation and restoration testing.

- The Bidder shall ensure successful achievement of the prescribed Recovery Time Objective (RTO) and Recovery Point Objective (RPO) during DR drills.

- Detailed DR drill reports including observations, downtime, exceptions, deficiencies, corrective actions and Root Cause Analysis (RCA), wherever applicable, shall be submitted to the Bank within timelines prescribed by the Bank.

- Any failure observed during DR drill shall be rectified by the Bidder without additional cost to the Bank and within timelines prescribed by the Bank.

- The Bidder shall provide necessary support during regulatory inspections, IS Audit, VAPT, concurrent audit and any audit/review relating to DR/BCP preparedness.

- The bidder shall conduct, business continuity testing, performance benchmarking and capacity planning exercises. Any deficiencies identified shall be rectified within timelines prescribed by the Bank without additional cost.

4.2 Deployment:

The proposed solution must be cloud-hosted in Bank's private cloud to ensure high scalability and availability.

4.3 Escalation Procedure

Escalation procedure will be practiced conscientiously to solve outstanding problems and prevent them from affecting business goals. The escalation procedure must be shared with different layers of level. In addition to this for better coordination monthly meeting either in physical presence or through digital media is must. But, once in a quarter meeting at Bank's Central Office at Mumbai is must (physical presence of the Bidder is required).

PART- III

5. Earnest Money Deposit (EMD)

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee only, valid for a period of 90 days together with a claim period of 90 days in favour of Central Bank of India payable at Mumbai for an amount mentioned hereunder:

Particulars of Job to be undertaken

Earnest Money Deposit

Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

In case the bid validity is extended, the validity of EMD should also be extended accordingly. Non-submission of Earnest Money Deposit will lead to outright rejection of the offer. Sending EMD other than BG form will not be entertained. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

Following categories of Bidder(s) however, be exempted from furnishing bid security:

- Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption.
- Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption.
- Central / State PSUs.

The Earnest Money Deposit may be forfeited under the following circumstances:

● If the bidder withdraws its bid during the period of bid validity (One Hundred Twenty-120) days from the date of opening of bid).

● If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

● The successful Bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.

● The bidder violates any of the provisions of the terms and conditions of this tender specification.

● In case of the successful bidder, if the bidder fails:

● To sign the contract in the form and manner to the satisfaction of Central Bank of India.

● To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Central Bank of India either at the time of or before the execution of Service Level Agreement (SLA).

● If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal, fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP.

6. Delivery, Installation and Implementation Schedule

The proposed delivery, installation and implementation should be completed within 8 weeks from the date of receiving the purchase order over email/ letter. The delay period of site readiness will not be included in above-mentioned delivery and installation period.

7. Contract Period

The tenure of the Contract will be for a period of 36 months effective from the date of SLA OR 36 months from the date of go-live, whichever is later, unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the successful Bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 36 months, the contract may be extended/renewed for further period of maximum 24 months mutually agreed terms and conditions. SSLA will be executed to amend the contract period.

Proposed software or system software or middleware applications' ATS period should sync with cloud infrastructure support & SLA and contract period (i.e. Warranty / ATS should not expire before contract period end date).

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

The successful bidder is required to enter into service Level Agreement in Bank's format along with execution of other connected documents. In addition to the above they need to provide Performance Bank guarantee and also to enter into a tripartite Escrow Agreement with an independent Escrow Agent

8. Warranty/ AMC/ ATS

The Successful bidder must provide 1-year Comprehensive Warranty for software licenses to be supplied under this RFP and 2-year ATS/ subscription.

- During the warranty period, the Bidder will have to undertake comprehensive maintenance of the entire hardware, hardware components, system software and accessories supplied by the Bidder. OS and DB and all proposed software patch application as required by bank from time to time will be the responsibility of the Bidder during the contract period
- The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.
- Warranty shall not become void even if Central Bank of India buys any other supplemental compatible hardware from a third party and installs it with these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the Bidder will have to enter into Service Level Agreement (SLA) with the Bank.

9. Payment Terms

Software Licenses Cost & Implementation Cost

- 50% of the order value along with applicable taxes on actual basis will be paid after our Bank getting certified on NBBL and Bank's sign-off, after realizing penalty charges, if any.
- 50% of the order value along with applicable taxes on actual basis will be paid after One (01) month of successful go-live in production and integration with Mobile Banking, Internet Banking & UPI and sign-off, after realizing penalty charges, if any.

ATS: Will be paid annually in advance

- Revenue sharing if any, will be done on mutual agreement between both the parties. However, Banks' decision in this regard shall be final and binding.

10. Penalty & Service level agreement (SLA)

Within 3days of receipt of Letter of Intent (LOI) / PO (purchase Order), successful bidder has to inform the acceptance by sending back the duplicate copy duly signed with subtitle 'accepted' should send to Bank.

Within 30 days of acceptance of LOI, bidder has to execute PBG and SLA.

ON acceptance of PBG as per banks terms and condition and format given and execution of SLA, the non- interest bearing EMD amount will be released.

Within 3 months of onboarding, we need to enter into tripartite Escrow Agreement with an independent Escrow Agent.

The draft format of SLAs will be provided after acceptance of the Letter of Intent (LOI) by the successful bidder and the same for PBG already attached with this RFP. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract. The following section reflects the measurements to be used to track and report performance on a regular basis.

Definition of terms used in this section is as follows:

"Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.

"Incident" refers to any event / abnormalities in the functioning of the equipment /specified services that may lead to deterioration, disruption in normal operations of Banks' services.

"Resolution Time" shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported to the successful Bidder through email/ phone/ SMS/ other electronic form. The resolution time shall vary based on the category of the incident reported at the service desk.

"Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

"System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and/or its customers log a call with the Bidder of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as "System downtime" The business hours are 24X7 on any calendar day.

Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near DR Site will be supported on 24x7 basis.

If any one or more of the components defined in "Critical" at the Data Centre, Disaster Recovery Facility and Near DR Site are down resulting in non-availability of Solution, then all the services listed in the "Critical" availability measurements table shall be considered for calculating the system downtime.

Typical Resolution time will be applicable if systems are not available to the Bank's users and customers and there is a denial of service.

Following are the requirements related to managing the service levels to be maintained in providing such services:

10.1 Service Level Agreement and Targets

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to have a clear mutual understanding of levels of service is to be delivered by the successful bidder to the bank duties, responsibilities and liabilities of both the parties and matters related with this.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier

10.2 Service Level Monitoring and Evaluation

- Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
- The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs.
- Automated data capturing and reporting mechanism will be used for SLA reporting.

The bidder has to leverage proposed monitoring tools to monitor and manage the Solution / IT Infrastructure.

- If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
- The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder.

10.3 UPTIME & PENALTY

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as 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 Bidder.

- Time bound problem addressing team (offsite) for the complete contract period.

Bidder will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% < A <99.0%	1% of cost of yearly ATS & Cloud Hosting Cost
99% =< A <98%	3% of cost of yearly ATS & Cloud Hosting Cost
A < 98%	Penalty at an incremental rate of 1% (in addition to a base of 3%) of cost of yearly ATS charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent annual payment. Penalty will be subject to an overall cap of 10% of the TCO.

Bank has the discretion to cancel the contract. If Bidder materially fails to meet an uptime of 99.5% for three (3) consecutive months, 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 Bidder, the Bidder has to submit a pay order / cheque payable at Mumbai in favour 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 monthly basis.
- A Service Level Default will occur when the Bidder fails to meet Minimum uptime (99.5%), as measured on a monthly basis as per NBBL monthly report on service uptime.

Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. Also, the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Installation Report, counter signed by an authorized official from the delivery site

11. <u>Performance Bank Guarantee</u>

The successful Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/ Purchase Order (PO) have to furnish a Performance Bank Guarantee, format as per Annexure – IV issued by any scheduled commercial bank (other than Central Bank of India) equivalent to 3% of the project cost/ Total Cost of Ownership (TCO) valid for a period of 39 months (36 months + claim period of three 12 months) from the date of SLA/ Purchase Order (PO) for indemnifying any loss to the Bank.

However, the successful Bidder may have to extend the validity of the Performance Bank Guarantee for a period of ATS as required by the Bank.

In case the Successful Bidder is not able to fulfil any and/ or all conditions in the manner specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/ Order Cancellation or delays the ATS/AMC or not honouring warranty conditions, Bank shall be invoking the PBG. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on their letterhead. Such forwarding letter shall state that the PBG is having total ………... number of pages and has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

Each page of the PBG is to be numbered consecutively and must bear the signature and seal of the PBG issuing Bank and PBG number. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for the failure to complete their obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due, the equivalent value of any payment made to the successful bidder by the bank due to inadvertence, error, collusion, misconstruction or misstatement. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the successful Bidder is not able to fulfil any and/ or all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/ Order Cancellation. The Bank reserves the right whether to invoke LQD or PBG or first LQD and for the remaining amount PBG, or either of them.

The successful Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

In case the Service Level Agreement/ Contract is extended, the successful Bidder shall have to submit the Bank Guarantee equivalent to 3% of the project cost/ Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.

12. <u>Price Validity</u>

The successful Bidder will be required to keep the price valid for 120 days from the date of bid submission. There shall be no increase in price for any reason whatsoever during the price validity period and Bank may place the additional Purchase Orders to the successful Bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial bid format during the price validity period. Bank may procure additional hardware/ software/ licenses as mentioned in the RFP document, after the price validity period, on mutually agreed terms during the contract period

13. Stages Of Evaluation

There would be Three (3) stages for evaluation process.

The Stages are:

1. Eligibility Criteria Evaluation
2. Technical Evaluation
3. Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidder, who qualify all Eligibility Criteria will be shortlisted for the Techno-commercial bid evaluation.

Eligibility Evaluation

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria will be shortlisted for the technical bid evaluation.

Technical Evaluation

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

Technical Presentation

As part of technical evaluation process, bidder may be required to give presentation before the evaluation committee. Following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process:

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the bidder in the technical presentation should be the same person that actively drives the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/ approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.

● Bidder should also present their understanding about the Bank's future requirements and approach.
● Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
● All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized product, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.
● Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
● Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable.

The resources offered should meet all the technical requirements mentioned in scope of work. Non-compliance to any of the specification may attract rejection of the proposal. Responses given by participating bidder will be cross verified by Bank officials during technical evaluation / presentation and suitable responses will be allotted accordingly. Also, in case of any deviation, evaluation will be done as per actual findings.

Commercial Evaluation
The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

● The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
● The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the maximum outflow of the Bank for undertaking the scope of work.
● In case there is a variation between figure and words, the value mentioned in words will be considered.
● In the event the Bidder has not quoted / not mentioned / left blank item(s) in the commercial bid, it would be considered as free of cost. However, for the purposes of payment and finalization of the contract, the value of zero cost in the not quoted / not mentioned / left blank item(s) would be used.
● Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation. Bank's decision regarding 'minor non-conformity' will be final and the waiver shall be binding on all the bidders.
● If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly. In any case unit price cannot be increased & offered quantity cannot be decreased to correct the TCO.

● If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
● If the bidder does not accept the correction of errors, the bid will be summarily rejected.
● In all the above cases the TCO quoted as a 'Total Cost' in GeM would be the final price for evaluation purpose. However, TCO may be reduced to be in-line with unit price for order placement.
● Discrepancies if any, would be corrected as per the TCO without increasing any of the unit price and payment would be made on unit price only.

Part- IV

14. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP document and study the document carefully. Bid shall be deemed to have been submitted after careful study and examination of this document with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this bid. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this document in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Bank shall not be held responsible.

15. Rejection of the Bid

The Bid is liable to be rejected if:

● The document doesn't bear signature of authorized person on each page signed and duly stamp.
● It is received through E-mail.
● It is received after expiry of the due date and time stipulated for bid submission.
● Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
● Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
● Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will be a disqualification.
● Integrity Pact not submitted as per format given in this document.
● If the masked commercial bid submitted without masking the prices OR commercial bid submitted along with the technical bid

16. Pre-Bid Meeting

16.1 Clarification to RFP &Pre-bid Queries:

- Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/ time mentioned in the RFP document.

- 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.

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

- Central Bank of India reserves the right to amend, rescind or reissue the RFP, with or without modification at any time prior to the issuance of LIO/ PO without assigning any reason for that. 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 GeM Portal. The interested parties/ Bidders are advised to check the GeM Portal 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.

- 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.

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

16.2 Pre-bid Meeting:

- 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.

- 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.

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

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

- Bank will consolidate all the queries and the replies for the same shall be made available on the website of bank (https://www.centralbankofindia.bank.in) and GeM portal. 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.

17. Amendment to Bidding Document:

- 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.

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

- In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

18. 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"**.

18.1 Bid Preparation and Submission:

- e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process.

- No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

- The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Mumbai only.

- 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.

19. BID OPENING:

- The Part-I – Technical Bids shall be opened on the Date & Time and specified in the Bid Schedule on GeM portal.
- Bidder representative may be present in the place and venue well in time along with an authorization letter.
- Attendance of the all the bidder's representative present during the bid opening time will be recorded.
- The bidder may note that no further notice will be given in this regard. In case, If the bid opening date is declared as a holiday under NI act by the Govt., the next working day will be deemed to be the bid opening day.
- The Part-I – technical Bids submitted by the bidder will be evaluated based on the documents submitted as stipulated in the RFP document. The Technical proposal of only those bidders who are qualified and submitted the documents required as per RFP will be opened.

- The Commercial Bid of only those bidders who are qualified in Technical Proposal shall be opened for evaluating Commercial Bid.

20. SELECTION OF BIDDER

20.1 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.

- 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.

20.2 Clarification of Offers:

- 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.

- "The Bank reserves the right, to waive any minor infirmity, non-conformity or irregularity in a bid, at its sole discretion, provided such waiver does not materially affect the commercial, technical or legal substance of the bid or prejudice the fairness of the bidding process. Bank's decision regarding 'minor non-conformity' will be final and the waiver shall be binding on all the bidders"

21. 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.

a. **Part A-Technical Proposal:**

i. The Part A-Technical Proposal of only those bidders who are eligible to participate in RFP 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.

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

iii. 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.

iv. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to 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.

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

vi. Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. This will be sole discretion of the Bank and will be binding on all the bidders.

b. Part B-Commercial Bid:

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.

22. REVERSE AUCTION:

Bank will conduct Reverse Auctions to arrive at L1 as per the GeM guidelines.

23. Bidders Presentation:

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

ii. 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.

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

iv. 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.

v. 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.

vi. 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.

vii. 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.

24. Normalization of Bids

i. 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 more or less 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:

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

B. Revised submissions of the entire bid in the whole.

ii. 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.

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

25. Intimation to Qualified/ Successful Bidders:

- The Bank will prepare a list of qualified bidders at each stage on the basis 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 GeM. 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.

26. Correction of Error in Commercial Bid:

- 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.

27. Online Reverse Auction

i. Bidders, whose commercial bids (indicative) have been opened by the Bank will be called for the Reverse Auction.

ii. Reverse Auction event will be carried out among the technically qualified bidders, based on of Part A- technical proposal, for providing opportunity to the bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

iii. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" in **GeM portal.**

iv. Reverse Auction will be conducted through GeM Portal as per GeM Guidelines. The schedule of RA will be communicated to all eligible bidders.

v. H1 Bidder will be eliminated as per GeM Guidelines.

vi. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

vii. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Bill of Material within 2 working days in GeM portal. Failure or refusal to offer the services/ goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank and/ or debarment of the bidder from participating in future tenders, which may please be noted.

viii. For more details on Reverse Auction through GeM Portal, Bidders are advised to visit GeM portal for GeM Guidelines and for any query/assistance; Bidder may contact GeM.

28. Re-auction/s Rules:

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

a. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

b. 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.

ii. 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 with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

29. Evaluation Of Bids :

i. 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 on the basis of commercial bid only. The Commercial Bid will be given 100% weightage.

ii. 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.

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

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

v. 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.

30. <u>Delays in the Bidder's Performance</u>:

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.

31. <u>Liquidated Damages:</u>

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, 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, with regard to 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.

32. 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.

33. AWARD OF CONTRACT:

Bank will empanel the successful bidder as service provider 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 Successful Bidder has to 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, 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. Until the execution of Formal Contract/ SLA, the RFP document and the subsequent documents such as Bank’s notification of award and the Service Provider’s acceptance thereof, EMD/PBG etc will be binding on both the parties.

5. The successful Bidder shall be required to enter into 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 successful Bidders (if any).

6. 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.

7. “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.

8. 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 or invoking of PBG.

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

b. The successful 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.

34. 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.

35. Resolution of Disputes: -

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract/ SLA executed by the successful bidder or in the discharge of any obligation arising under this Offer (whether during the course of 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.

36. 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.

37. 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: -

a. 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.

b. 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.

c. 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 successfulbidder 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.

d. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its 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.

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

38. 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.

39. TERMS AND CONDITIONS

39.1 Effective Date:

The effective date shall be date of acceptance of the order by the successful 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.

39.2 **Project Execution:**

The successful 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.

39.3 Execution of Agreement:

The successful 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 also rejection of the successful Bidder.

The Agreement shall include all terms, conditions and specifications of RFP and also 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.

40. Duration of Contract:

Bank will enter into 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.

41. 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.

42. 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.

43. Training:

The Successful 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.

44. 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.

45. 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.

46. Single Point Of Contact:

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

47. Authorized Signatory:

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

ii. The successful 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.

48. 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 with regard to their respective employees.

49. <u>Vicarious Liability:</u>

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.

50. <u>Cancellation of Contract and Compensation</u>:

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 successful 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 successful Bidder is found to be unsatisfactory.

e) If the successful 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 successful 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 successful 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 successful Bidder from any amount outstanding to the credit of the successful Bidder, including the pending bills and/ or invoking Bank Guarantee/ Security Deposit, if any, under this contract.

51. Project Ownership:

i. 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 also submit a **Letter of Undertaking** from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this RFP.

ii. **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).

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

52. Intellectual Property Rights

i. The Bidder shall indemnify the bank against all third-party claims of infringement of any kind of Intellectual Property rights such as copy right, patent right, designs right etc. The Bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or legal actions on infringement of intellectual Property 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.

ii. Bidder shall retain the intellectual property rights for the Platform, and it is required that bidder shall grant the perpetual License to the bank for the bank's exclusive use without limitation on the number of users; while the Bank should have the ownership of all the Intellectual Property rights associated with the concept, design and flow both future and present, even after the warranty/AMC period.

iii. The Bidder shall place the source code of customizations done for the bank (and the procedures necessary to build the source code into executable form) for the application software, in independent escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period. The Bidder shall provide the source code of customizations done for the bank for the unlimited and unrestricted use by the Bank. Bank shall have the rights to modify the platform and source code without any restrictions. Bidder warrants that the Software provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Source code for customization done for Bank shall be provided by the bidder to the Bank for unlimited and unrestricted use by the Bank. Bidder shall also provide all related material but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation. The Bank should have the rights to modify the platform and source code without any restrictions.

iv. In case the successful bidder is coming with software, which is not its proprietary software, then the bidder must submit evidence in the form of agreement it has entered with their software Bidder which includes support from their software Bidder for the proposed software for the full period required by the Bank.

v. Bidder warrants that the deliverables /inputs provided shall not infringe upon any 3rd party intellectual property rights of any nature whatsoever. 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 fr 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.

53. 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 successful 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 successful 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 successful Bidder s.

54. 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 any 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 into 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. Further, bidder should comply with New Labour codes.

The Bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Bidder 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 Bidder 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 Digital Personal Data Protect Act (DPDP), 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 Bidder in writing as soon as practicable when the Bank becomes aware of the claim however, the Bidder 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 Bidder with the assistance, information and authority reasonably necessary to perform the above and Bidder aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority.

55. <u>Inspection/ Audit of Records</u>:

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.

56. Assignment:

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.

57. 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.

58. 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.

59. 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 [Bank or 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.

60. Negligence:

If the successful 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 successful 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 successful 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 successful Bidder.

61. Corrupt And Fraudulent Practices:

As per Central Vigilance Commission (CVC) directives, it is required that Bidder/ 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 in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after 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 Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

62. 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.

63. Exit Clause

i. 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.

ii. 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.

64. 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 or pending invoices to settle or differences in amount claimed, the Bidder should continue to provide the facilities to the Bank at the site.

vi. The Bidder shall provide such necessary information, documentation to 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 of time.

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

65. Right to Alter Scope:

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

66. 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 Bidder will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting Bidder 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.

67. 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.

68. 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 successful 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

- Bidder 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

● Bidders 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 Bidder 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 Bidder 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 Bidder shall fully cooperate with the Bank in fulfilling any regulatory reporting requirements.

Segregation of environment and instances

- For shared infrastructure, the Bidder 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 Bidder 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 Bidder systems and processes.

Liability and Indemnity

- The Bidder shall implement appropriate technical and Organizational safeguards to ensure protection of personal data from any unauthorized access, disclosure, alteration or breach. The Bidder 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 Bidder 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 Bidders 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.

69. Modification and withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the bidder.

70. Information provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

71. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table/ Pre-Bid/ subsequent addendum/ corrigendum) for submission of bids, will be rejected and/ or returned unopened to the bidder.

72. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

73. Purchase preference to Micro and Small Enterprises (MSEs)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

If L1 is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

74. Costs borne by Respondents

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

75. No Legal Relationship

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

76. Cancellation of Tender Process

- Central Bank of India reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidders.
- The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

77. Non-Transferrable Offer

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

78. No Commitment to accept Lowest or any Bid

Central Bank of India shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Central Bank of India will not be obliged to meet and have discussions with any Bidder, and or to listen to any representations, and Bank's decision would be final, conclusive and binding upon the bidder.

79. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet, otherwise Bank's decision would be final conclusive and binding upon the bidder.

80. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

81. RFP Response

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

82. Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

83. Language of Bids

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

84. Adoption of Integrity Pact

Central Bank of India has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective Bidders / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

● Promise on the part of the principal not to seek or accept any benefit, which is not legally available.

85. Principal to treat all bidders with equity and reason

● Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally

● Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.

● Bidders not to pass any information provided by the principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

● Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

● Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

● In case of Joint Venture, all the partners of the Joint Venture should sign the Integrity Pact. In case of sub-contracting , the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor (s) .

- In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the Bidder

86. **IEMs:** 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.

87. **Preference to Make in India**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BE-II) dated 19th July 2024 subsequent amendments will be applicable for this tender.

The local supplier at the time of submission of bid shall be required to provide a certificate as per Annexure-XV 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. The Bank shall follow all the guidelines/ notifications for public procurement.

88. **Restriction On Procurement Due to National Security**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of Defence in India, or matters directly or indirectly, related thereto, including national security.

● 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.

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

● "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.

● The beneficial owner for the purpose of (iii) above will be as under:

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.
c. 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.
d. 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.
e. 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.
f. 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.

- An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 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.
- 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:
    a. Additive Manufacturing (e.g. 3D Printing)
    b. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
    c. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
    d. Chemical Technologies
    e. Biotechnologies including Genetic Engineering and Biological Technologies
    f. Information and Communication Technologies
    g. Software

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.

89. <u>Single point of contact</u>

The successful Bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

90. <u>Right to Alter Quantities</u>

The Bank reserves the right to alter the number of hardware cloud services/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of Central Bank of India in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional cloud services/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the cloud services/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the successful Bidder (s).

91. <u>Human Resource Requirement</u>

The successful Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- The successful Bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

- The successful Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The successful Bidder shall manage the activities of its personnel or others engaged in the project, etc., and shall be accountable for all the personnel deployed/engaged in the project.
- In case the performance of the successful Bidder /their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the successful Bidde shall have to replace the said person within the time limits stipulated by the Bank. Where the successful Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- No right to employment in the Bank shall accrue or arise to the employees or agents of the successful Bidder, by virtue of engagement of employees, agents, etc. of the successful Bidder for any assignment under this project. It is further clarified that the arrangement herein with the successful Bidder is a contract for service.
- The successful Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications, skills and deployment experience for all critical activities.
- The Bidder has to submit following KYC documents for onsite/Offsite engineer
- Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
- Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
- Aadhar Card - Duly attested photocopy by candidate and Bidder HR
- Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
- Passport - Duly attested photocopy by candidate and Bidder HR
- Background Police Verification report - Duly attested photocopy by candidate and Bidder HR

The successful Bidder shall extend all of the outsourced banking and financial services by deploying such personnel that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

92. Taxes

- Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the

local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

- Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidence in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the successful Bidder.
- The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by [Relevant Department], Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

93. <u>Acceptance Testing</u>

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the successful Bidder as a part of the Project. The Bidder shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the Bidder would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the Bidder. The Bidder shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Bidder should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

94. <u>Privacy and Security Safeguards</u>

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The Successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

95. Technological Advancements

The Successful Bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

96. Guarantees

Successful Bidder should guarantee that all the material as deemed suitable for the delivery and management for this RFP. All hardware and software must be supplied with their original and complete printed documentation.

97. Consequences Of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Central Bank of India to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of Central Bank of India to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to Central Bank of India under law or otherwise.

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

98. Verification

Central Bank of India reserves the right to verify any or all statements made by the Bidder in the Bid document and to inspect the Bidder's facilities, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job.

99. Arbitration

All dispute or differences whatsoever arising between the successful Bidder and the Bank out of or in relation to the construction, meaning and operation, with the successful Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Successful Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Successful Bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at Mumbai, INDIA.

100. <u>Limitation Of Liability</u>

- For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Bidder shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- The successful Bidder /Bidder will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of the loss caused to the Bank.
- The limitations set forth in point no. (i) shall not apply with respect to:

a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.

b) damages occasioned by the gross negligence or willful misconduct of successful Bidder / Bidder.

c) damages occasioned by the successful Bidder /Bidder for breach of confidentiality obligations.

d) Regulatory or statutory penalty imposed by the Government or any Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the Project.

- The successful Bidder /Bidder will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

101. Non- Solicitation

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

102. Site Not Ready

Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that Bidder shall not be liable for any delay arising out of Bank's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.

103. Compliance with IS/ Cyber Security Policy

The successful Bidder shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the successful Bidder s. Some of the key areas are as under:

a) Responsibilities for data and application privacy and confidentiality.
b) Responsibilities on system and software access control and administration.
c) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Bidder.
d) Physical Security of the facilities.
e) Physical and logical separation from other customers of the Bidder.
f) Incident response and reporting procedures.
g) Password Policy of the Bank.
h) Data Encryption/Protection requirements of the Bank.
i) In general, confidentiality, integrity and availability must be ensured.

104. Compliance With Accessibility Standards Under The Rights Of Persons With Disabilities Act

The hardware/ software provided by the successful bidder must comply with accessibility standards on information communication and technology as notified by Government of India from time to time under the Rights of Persons with Disabilities Act 2016 (and subsequent modifications) and the rules made thereunder including the standards notified by Bureau of Indian Standards.

105. <u>Compliance With Reserve Bank Of India's Outsourcing Policy</u>

During bid submission bidders should ensure compliance with the RBI's circular on "Master direction on outsourcing of Information Technology Services" vide circular number RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated April 10, 2023. Successful Bidder should comply with the directions of above referred RBI circular post award of contract.

The successful Bidder must comply with Bank's outsourcing policy and must undergo due diligence process described in the policy. The necessary questioner and report formats shall be shared with the successful Bidder .

106. ESCROW Arrangement:

The Bank and the Bidder shall agree to appoint an independent escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Bidder to the Bank to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.

As a part of the escrow arrangement, the final selected Bidder is also expected to provide detailed code documentation. Any update or upgrade to source code should be informed and brought under escrow or made available to the bank. The execution of Escrow Agreement should be completed within 3 Months from the date of Go Live.

DEPOSIT MATERIAL RELEASE CONDITIONS:

As Banks are the Regulatory entity as reckoned by Regulatory Compliance authorities (RBI/SEBI/IRDAI), the maintenance and release of the deposit material should be in accordance with the release mechanism with the Reserve Bank of India's (RBI) IT Governance and Outsourcing norms, which emphasize uninterrupted access to source code for critical applications. Hence on receipt of the claim of existence of the Trigger conditions/ situations mentioned below, Escrow Agent has to do the needful to ensure the Business continuity as envisaged by Regulatory Compliance (RBI/SEBI/IRDAI) authorities.

I. **Bankruptcy/Insolvency or Cessation of Business of Service Provider (OWNER):**
The developer goes bankrupt as adjudicated by NCLT or by competent legal forum, files for bankruptcy protection, becomes insolvent, or court/ tribunal ordered for administration of the service provider's business.

II. **Material Breach of Contract / Discontinuation of Support:**

The Service Provider missing promised update deadlines more than one occasion, refusing to fix critical bugs within agreed timeframes, failing to deliver features they committed to, or failure to meet any agreed-upon service levels (SLAs) or failure to deliver required updates not maintaining promised service levels or ceases to maintain support as agreed, or update the software as required by the beneficiary, ignoring / delaying support tickets, taking unreasonable time to respond to critical issues, or providing inadequate fixes that don't resolve problems within reasonable time or time fixed for that including cure period if any specifically provided for that. If the Software Service Providers decided to stop supporting older products to focus resources on newer offerings or might have announced end-of-life dates, stop releasing updates, or completely discontinue your software product.

III. **Acquisition/ Merger or Transfer of Intellectual Property Right over the Deposit material:** The Failure to meet agreed-upon service levels (SLAs)/MSA or failure to deliver required updates or Service Provider is acquired/ merged / changed constitution etc, and the new owner / management does not uphold previous maintenance obligations as agreed in or willing only in accordance with different support standards, or an organization that simply doesn't want to honour existing customer commitments, or the new one directly or indirectly compel to enter into new agreement as per their terms and conditions or when Service Provider becomes completely unresponsive and appears to have stopped doing business, Beneficiary need access to software materials to maintain operations etc and such situations would be sufficient enough to trigger for release of deposit material. Service Provider becomes unresponsive and provide evidence that they've stopped conducting business.

In case where the Service Providers / OEM sell the intellectual property rights over the present software/ deposit material to other companies who may not want to continue supporting existing customers or new IP owner does not honour existing support agreement and such situations trigger for release of deposit material.

107.a) HANDLING RELEASE CLAIM :

The release of the Escrow must follow the established procedures. However, the Escrow Agent is specifically responsible for ensuring the business continuity of the Beneficiary throughout the process i.e. from the initial request until the actual delivery of functional, accurate deposit materials. The Escrow Agent shall be held liable for any monetary loss, reputational damage, or other damages resulting from omissions, negligence, or intentional delays. Any such losses incurred by the Beneficiary due to the Agent's failure to act promptly and correctly must be fully compensated by the Escrow Agent.

- Asset Protection (Non-Distraint): The Escrow Agent is responsible for maintaining the strict confidentiality and integrity of the escrowed materials. These materials must remain segregated and cannot be commingled with the general assets of an insolvent Vendor. This protection applies even if the Vendor’s legal counsel argues that the source code or materials are part of the bankruptcy estate.

- Exclusion from Estate Assets: The parties expressly agree that the escrowed materials are held in trust for the benefit of the Beneficiary and do not constitute "assets" or "property" of the Service Provider/ Owner (Debtor in IBC proceedings) as defined under Section 18 or Section 36 of the IBC 2016 or any other relevant provision of Law. Accordingly, these materials shall remain outside the scope of the liquidation estate and shall not be subject to any moratorium or attachment by insolvency professionals.

- Interaction with Insolvency Professionals: The Escrow Agent shall act as an independent third party when dealing with a Resolution Professional (RP) or Liquidator appointed under IBC 2016. The Agent must promptly disclose the escrow arrangement to these officials, clarifying that the materials are held in trust specifically for the Beneficiary. Furthermore, any communication received from the Owner or a law enforcement agency regarding bankruptcy proceedings must be shared with the Beneficiary immediately.

107.b) HANDLING OF RELEASE CLAIM SHOULD BE THROUGH THE FOLLOWING STEPS:

STEP 1 : SUBMISSION OF A RELEASE REQUEST BY THE BENEFICIARY:

If the situation described above occurs, the Beneficiary may submit a written request to the Escrow Agent for the release of the deposit materials. This request should be accompanied by relevant supporting documents or verified information regarding any related court proceedings. The Beneficiary agrees to promptly notify Escrow Agent in writing upon the occurrence of any of the Release Conditions. The same can be done by sending an email from registered email id of Beneficiary to …………………………………………………………………..

STEP 2: VALID PROOF (IF ANY) TO REBUT THE RELEASE CLAIM OF BENEFICIARY.

Upon receiving a release claim from the Beneficiary, the Escrow Agent will notify the Owner within 24 hours. The Owner may then submit valid proof or documentation (following the format in **Annexure C**) to contest the claim.

STEP 3 : OWNER'S REBUTTAL OVER THE RELEASE CLAIM :

❖ **On allegation of Bankruptcy/Insolvency or cessation of Business of Service Provider (OWNER):**

In such cases on receipt of mere allegation on the basis of reliable sources as to the Admission/ filing of Application under Insolvency and Bankruptcy Code, 2016 (or any other equivalent applicable law) or Owner is adjudged insolvent or an order is made by the court or any equivalent authority having necessary jurisdiction, for the liquidation, dissolution or winding up of the Owner on account of Owner having created a lien on the intellectual property in the Deposit Materials as an asset or due to any other reasons irrespective of the pendency of having been filed the appeal is enough ground for release trigger.

For the allegation of Cessation of Business, Beneficiary can produce the Proof that the Owner has abandoned offices, stopped answering communications, or officially ceased Business.

On receiving claim based on above allegations, Escrow Agent should call for Audited financial statements from the last 5 consecutive years from the owner's company. Non- receipt of the same within time frame is a sufficient proof to allow the Release request of Beneficiary. If the said financial statements shows that i) out of the last 5 consecutive years audited balance sheet showing that liabilities exceed assets in any given year / or Evidence that the Owner has defaulted on a debt of ₹1 Crore or more, which allows creditors to initiate the Corporate Insolvency Resolution Process (CIRP) / or submitting copies of insolvency petitions filed or print out of the online portal proceedings of the National Company Law Tribunal (NCLT), even if they are not yet numbered.

Documents to Disprove Insolvency (Owner's Rebuttal):

The Owner can contest the claim by providing the following through

- By affidavit as to non- existence of Insolvency proceedings as mentioned above.

- Cash Flow Solvency: Demonstrating that while they may have high liabilities, they possess sufficient liquid assets or "time value of money" to meet immediate obligations.
- Audited Correction: Providing a more recent, certified financial statement showing a positive net worth or a capital infusion (e.g., from investors or promoters) not reflected in older balance sheets.

❖ **On allegation of Material Breach of Contract / Discontinuation of Support:**

Copy of the notice being issued on the Owner as to:

- **SLA/ MSA/ Base Agreement Breaches**: Consistent failure to meet Service Level Agreement metrics. For this purpose, the certified relevant terms of SLA can be share to Escrow Agent along with the release application.
- **Abandonment of Support:** Records showing that support tickets have gone unanswered for a specified period Base Agreement / within reasonable time despite formal notices on acceptable reasons.
- **End-of-Life Notices**: Official communications from the Owner stating they will no longer support or update the specific software version used by the Beneficiary.

Document to disprove above allegations as to trigger point:

The Owner can rebut these claims by showing:

- Cure Evidence: Documentation that the reported issue was resolved (cured) within the contractually allowed timeframe as specified in Base Agreement / within reasonable time and obtains a confirmation/ satisfaction letter to that effect from the Beneficiary.
- Beneficiary Fault: Evidence that the "failure" was caused by the Beneficiary's own infrastructure, unauthorized modifications, or failure to pay required maintenance fees.
- Force Majeure: Proof that the delay was due to external, uncontrollable events defined in the main agreement.

❖ **On allegation of Acquisition/ Merger/ Transfer of Intellectual Property Right over the Deposit material:**

The Owner is obligated to duly inform the Escrow Agent of the details and contact information, including the authorized official of any acquiring or merged firm/company. In case of a takeover, merger, acquisition, amalgamation, of the Owner with another company, and such merged, amalgamated, or resultant entity (as the case may be) discontinues to support or is unable to provide the Software service as per the SLA/MSA/Base Contract Terms. The Owner or such transferee or acquired entity may rebut this claim on the grounds of non-receipt of the notice or by producing a satisfaction letter previously issued by the Beneficiary. If the defence of "non-receipt of notice" is raised, the Escrow Agent may wait for an additional five (5) banking days, following communication from the Owner, for the production of a satisfaction letter confirming that the Owner has resumed proper performance or has maintained performance in accordance with the terms of the base contract.

STEP 4: RELEASE OF DEPOSIT MATERIAL

If the Owner neglects or fails to produce such evidence, Escrow Agent on expiry of the time stipulated forth with shall have to release the Deposit material to the Beneficiary. Owner in case of submission of proof/ evidence as mentioned above need to be submitted two copies of documents/ proofs to the escrow, out of which one set after verifying as to the completeness without delay is to be handed over with acknowledgement to the Beneficiary.

Once the trigger is verified, the agent must safely transfer the source code, documentation, and all necessary build tools to the Beneficiary, allowing them to continue maintaining the software and avoid "orphaned software" scenarios. Beneficiary will have all the right over such released deposit material to use/ modify/ update by and in the manner, they prefer to make use of the same to ensure their business need and continuity.

RELEASE CLAIM TIMELINE			
PHASE	**ACTION**	**RESPONSIBLE PARTY**	**DEADLINE**
Stage 1	Release Claim	Beneficiary	Initial Step
Stage 2	Notification to Owner in Annex-C.	Escrow Agent	Within 24 hours of receiving the release claim.
Stage 3	Owner's Rebuttal	Owner	Submit proof within the earliest of: • 8 Banking Days from Escrow Agent's notice. • 5 Banking Days from receipt of such notice.
Stage 4	Final Action	Escrow Agent	Within 15 days of receipt of release claim, must proceed with release if no valid proof has submitted by the deadline.

STEP 5 : RECEIPT OF THE DEPOSIT MATERIAL RELEASED.

As the Escrow Agent is duty bound to keep the deposit material in safe and secure atmosphere and do all the things to ensure the functionality as confirmed by them through various acts of verifications, just before release of the deposit material escrow agent has to perform verification at their cost to confirm the deposited material is functional. For which the Deposit Material which was sealed, packed in front of the clients last time should be opened in front of the Beneficiary and to make verification in the presence of the Beneficiary. On satisfaction of the correctness and functionality and integrity checking, it need to be handed over directly to the Beneficiary.

107.c) RIGHT OF THE BENEFICIARY OVER THE RELEASED DEPOSIT MATERIAL

The right beneficiary having over the released material would be the possessory right and make use of the same for meeting the requirements as mentioned in the base contract with the owner. Ownership will continue to vest with service provider/ beneficiary. They should not resell it. Beneficiary can use the same for all the purposes as mentioned in the SLA/MSA/ base contract. For such purpose Beneficiary can fix bug, modify, update, maintain and do the needful for their Business continuity by themselves or can take help from any third party for that, as the original service Provider / OEM can no longer do so.

107.(d). GOVERNING LAW AND DISPUTE / GREVANCE REDRESSAL:

This Agreement shall be governed and construed in accordance with the Laws of India. Regarding any dispute difference or grievance with respect to the subject matter release claim can be made at any time after the lapse of 15 (Fifteen) banking days of the submission of release claim by the Beneficiary, any aggrieved party on the decision / action / omission etc of Escrow Agent or any other party or for the delay in obtaining Deposit material can approach Commercial Court/ or any other Judicial Forum having jurisdiction within the city of Mumbai for relief.

For any dispute, controversy or claim ("Dispute") arising out of, relating to or in connection with this Agreement other than the subject matter release claim or validity hereof, shall initially be resolved by amicable negotiations among the Parties and, if not resolved through such negotiations within 30 (Thirty) days of written notice of the existence of such dispute can approach Commercial Court/ or any other Judicial Forum having jurisdiction within the city of Mumbai for relief.

107.(e)Indemnification

a. The Beneficiary hereby agrees to indemnify, defend and hold Escrow Agent ("**Indemnified Party**") harmless against any actual and direct loss, suits, judgments, and penalties sustained or incurred by Escrow Agent as a result of ("**Indemnification Event**") fraud and/or wilful misconduct and/or gross negligence by the Beneficiary.

b. The Escrow Agent hereby agrees to indemnify, defend and hold Beneficiary ("**Indemnified Party**") harmless against any actual and direct loss, suits, judgments, and penalties sustained or incurred by Beneficiary as a result of ("**Indemnification Event**") fraud and/or wilful misconduct and/or gross negligence by the Escrow Agent.

107. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

108. Reverse Transition Mechanism

The Bidder should understand the enormity of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Bidder therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

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.

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

The bidder recognizes that considering the enormity of the assignment, 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.

During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.

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 its successful Bidder s as would be required in the event of the shifting of the site.

109. Change Management

Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.

All the IT components proposed under the RFP in the scope of RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

If any software/module provided by bidder becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account impacting customer services.

Bidder to ensure that the technology to be deployed needs to be latest, latest version of solution to be deployed and technology supplied should not be having residual life of less than 5 years from the date of effectiveness of contract.

110. Waiver

Any terms or conditions of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized Officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfilment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

No failure or delay on the part of either Party in exercising any power, right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

111. No Right to Set Off

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and claim and or otherwise will be available to the Bidder under this arrangement with the Bank for any payment receivable under and in accordance with that business.

112. Violation of terms

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

113. 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.

ANNEXURES

Annexure-1 Tender Offer Forwarding Letter

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

Dear Sir,

Ref: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect), as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence work as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking for RFP, we will submit a Performance Bank Guarantee for a sum equivalent to 3% of the project cost/ Total Cost of Ownership (TCO) valid for a period of 39 months (36 months + claim period of three (3) months) from the date of SLA/ Purchase Order (PO) for indemnifying any loss to the Bank.

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

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive

Dated this day of 2026

Signature: (In the Capacity of) Duly authorized to sign the tender offer for and on behalf of

ANNEXURE-2

Manufacturer's Authorization Form (MAF) / Original Solution Developer Authorization Form (OSDAF)

(Letter to be submitted by the OEM/OSD on firm's official letter head)

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

Dear Sir,

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

We hereby extend our guarantee/ warranty/AMC/ATS as per terms and conditions of the bid No ……………………………………and the contract for the equipment and services offered for supply against this bid No…………………………………. By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the bid No…………………………..In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during guarantee/ warranty/AMC/ATS period if the above bidder authorized by us fails to perform in terms of the bid.

Yours Faithfully

Authorized Signatory

(Name):

Phone No.:

Fax:

E-mail:

ANNEXURE 3

Format for Bank Guarantee for Earnest Money Deposit

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

Dear Sir,

BG No ……………………………………………………………… Dated ………………………..

WHEREAS,
M/s…………………………………….………………………………………………………….
having their registered office at……………………..……………………….……………………………
……………………………………………………………………………………………………..
(hereinafter called "the Bidder") in response to your invitation to respond to your Bid reference No. in GeM portal ……………………………………………………………….. dated …………………….. (herein after called "the Bid") wish to respond to the said Request for Proposal (RFP) submitted the proposal for Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect) and to provide related services as listed in the RFP document

KNOW ALL MEN by these presents that we, ………………………………………………………………. (name of BG issuing Bank) having our registered office at …………………………………….........
……………………………………………………………………………………………………… … (hereinafter called "the Guarantor Bank"), are firmly bound unto the Central Bank of India, having its Central Office at Chandermukhi, Nariman Point, Mumbai- 400021[herein after called as the 'Beneficiary'] in the sum of Rs. ………………………. (in figure) Rs.…………………………… …………………………………………….. only (in words) as a non- interest bearing EMD Amount Deposit (EMD). For this payment to be well and truly made to the said Beneficiary, the Guarantor Bank binds itself, its successors, and its assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of their Bid by the Beneficiary during the period of bid validity, fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.
3.
   a) Fails or refuses to execute the Contract Agreement or;

b) Fails or refuses to furnish the Security Deposit / Performance Guarantee in accordance with the Tender Document.

Without any reservation, protest, demur, or recourse, we undertake to pay immediately to the Beneficiary up to the above amount upon receipt of their first written demand. The said Irrevocable Bank guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹………………………. (Rupees ……………………Lakh Only)
2. This Bank guarantee will be valid up to ________________
3. 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 …………………….. (6 month from validity date)

(Signature of the Guarantor Bank Official)

Name:
Designation:
Bank Seal & Branch Code:

ANNEXURE- 4

FORMAT OF CONTRACT PERFORMANCE GUARANTEE

(To be properly stamped)

Bank Guarantee No. ………

Date ………………………………

To,

Central Bank of India,
Chander Mukhi Building,
Nariman Point,
Mumbai 400 021.

1) In consideration of Central Bank of India having Registered Office at Chander Mukhi Building, Nariman Point, Mumbai-400021 (hereinafter referred to as "Beneficiary Bank/CBOI") had made Request for Proposal (RFP) dated ………………….. vide tender ref: ………………………………….., and subsequent LOI/ Purchase Order …………………………….. dated …………………………. for RFP for Selection of Bidder for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect) and M/s. ………………………………………………………………… (Name of the Successful Bidder/ Service Provider), a company limited by shares incorporated under the provisions of the Companies Act, 1956/2013 **CIN** Number …………………………………/ an LLP incorporated under Limited Liability partnership Act, having **LLPIN …………………………….**, and having its registered address …………………………………………………………………………………….., (full address of the registered office of the successful Bidder (hereinafter referred to as "Service Provider") represented by Mr. ……………………………. Chief Executive Officer/ Authorized signatory.
2) We, ……………………………………… (Name and address of corporate office and PBG issuing Bank's branch) having its registered office ……………………………………………and acting through its branch with IFSC …………….. at ………………………………………………….. INDIA. (Herein after referred to as "the PBG Bank/Guarantor" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees. In consideration of the premises and at the request of the Service Provider, PBG Bank do hereby undertake to pay the Beneficiary Bank/CBOI an amount not exceeding Rs. …………………./- (Rupees ……………………………………………………………………………… only) against any loss or damage caused to or that would be caused to or suffered by the Beneficiary Bank by reason of failure of Software to perform as per the said Contract, and also failure of the Service provider to maintain the Software as per LOI/PO and systems as per the terms and conditions of the said MSA and its addendum.
3) We ………………………………………….., the PBG Bank do hereby undertake to pay the amount due and payable under this Guarantee without any demur reservation, recourse, contest or protest and/or without any reference to the service provider and the payment would be done immediately to the Beneficiary Bank/CBOI forthwith merely on a demand from the Beneficiary Bank/CBOI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Beneficiary Bank/CBOI by reason the service/ support provided by the Service provider with respect to the performance of the obligations of the Service Provider under the RFP and its subsequent

Service Level Agreement by the Beneficiary and the Service Provider (herein after termed as 'The said Agreements". This performance bank guarantee will be valid until ………………………

4) We the PBG Bank undertake to pay to the Beneficiary Bank/CBOI any money so demanded notwithstanding any dispute/s raised by the service provider in any suit or proceeding pending before any Court, Tribunal or Arbitrator or any authority as relating thereto our liability under this present being absolute and un-equivocal. Any such demand made on the Beneficiary Bank/CBOI shall be conclusive as regards the amount due and payable by the PBG Bank under this Guarantee, where the decision of the Beneficiary Bank/CBOI in these counts shall be final and binding on the PBG Bank. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder & the service Provider herein shall have no claim against us for making such payment.

5) We the PBG Bank, 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 the Beneficiary Bank/CBOI under or by virtue of the said Agreements have been fully paid and its claims satisfied or discharged or till Beneficiary, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of …………………………………. From the date hereof, we shall be discharged from all liability under this Guarantee thereafter

6) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Service Provider hereby Guaranteed by us as aforesaid.

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

8) The Guarantee shall not be affected by any change in the constitution of the Service Provider or the PBG Bank nor shall it be affected by any change in the constitution of the Beneficiary Bank/CBOI by any amalgamation or absorption or with the Service Provider, PBG Bank, or the Beneficiary Bank/CBOI, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

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

10) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, or Speed Post through India Post to our Branch/ local address at

……………………………………………………………………………………………………
…………………………………………………………………………………….. INDIA as mentioned in this guarantee.

11) The PBG Bank also agrees that this guarantee shall be governed by and construed in accordance with Indian Laws and will comply and subject to the guidelines and regulation issued by RBI and FEMA from time to time and subject to the exclusive jurisdiction of Courts in Bangalore, India.

12) Notwithstanding anything contained herein: -

   i) Our liability under this Bank Guarantee shall not exceed Rs.3,29,88,729/- (Rupees Three crore twenty nine lakh eighty eight thousand seven hundred twenty nine only).

   ii) This Bank Guarantee shall be valid up to …………………..; 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 …………………………………………….(minimum one year from the date of validity).

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

14) We, ……………………………………………………………………………………… (name of PBG Bank) , lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Beneficiary Bank/CBOI in writing.

Bank account details for (service provider)

A/c No. …………………………………………
CIF : ……………………………………………..
IFSC ……………………………………………

Signatory 1	Signatory 2
Name & Designation of the signatory	Name & Designation of the signatory
PoA particular / OVD detail	PoA particular / OVD detail
Address Seal of the Bank	Address Seal of the Bank

Annexure 5

Undertaking For Non-Blacklisting / Non-Debarment Of The Bidder

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

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

- I/We, Partner(s)/Director(s) of M/s......................... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the submission of this Tender/Procurement.

(OR)

I/We further hereby declare that the Partnership Firm/Company/........ (if any other entity) namely M/s .... was blacklisted/debarred by....................................(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of ....years w.e.f. ....to....................... The period is subsisting/over on..................and now I/We is/are entitled to take part in Tender/Procurement.

- I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

*STRIKE OUT WHICH IS INAPPLICABLE

(Deviation to the above if any, the Bidder must provide details of such action(s))

Signature (1) .... (2) ....

(duly authorized to sign)

Name:.......................................

Capacity in which as executed:...............................

Name & registered address of the Bidder:....................

Seal of the Bidder to be affixed

Annexure 6- Confirmation of acceptance of terms and conditions in RFP

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

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

Dear Sir,

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of Central Bank of India, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Central Office at Chander Mukhi, Nariman point, Mumbai 400021 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s…………………., having its Registered Office at……………………., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this bid including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/ regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _________ day of ______________, 2026.

Place:

For M/s. …………… [Seal and Signature(s) of the Authorized Signatory (s)]

Annexure 7-

Undertaking for Price Validity & Acceptance of all Terms & Conditions of RFP

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

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

We understand that Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

For……………………………..

(Signature and seal of authorized person)

Place:

Date:

Annexure 8- Undertaking for No Deviation

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

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

Further to our proposal dated ……………………, in response to the Request for Proposal (Bank's tender No. …………………………………. hereinafter referred to as "RFP") issued by Bank, we hereby undertake as follows

We undertake to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender ………………..

. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP as well as to execute SLA in Banks' Format, in case of emergence as a successful bidder.

Yours faithfully,

For…………………………….

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure 9- Format of Pre-Bid Queries to be submitted by the Bidder(s)

(If queries submitted through e-mail)

To be e-mailed in '.xslx' format strictly

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

S. No.	Clause No.	Page No.	Clause	Query	Bank Response

ANNEXURE 10 -

Pre- Contract Integrity Pact

(need to be stamped as per law)

This Pre- Contract Integrity Pact is made on this ….. the day of …….. 2026

Between

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chander Mukhi, Nariman Point, Mumbai and among other department of corporate office, **NB&ET Department, 1st Floor, MMO Building, Fort, Mumbai- 400023** hereinafter called "**Bank / Principal"** which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s ……. A company registered under Indian Companies Act 1956/2013 CIN Number …………………………………./ an LLP incorporated under Limited Liability partnership Act, having **LLPIN ……………………………..**, and having its registered address ……………………………………………………………………………………., (full address of the registered office of the Bidder) represented by Mr. ……………………………. Chief Executive Officer/ Authorized signatory (hereinafter called the **"BIDDER"** which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

PREAMBLE

Whereas the principal proposes to procure Supply, Procurement, Implementation and Maintenance of Solution for Customer On-boarding through DIGITAL KYC, VIDEO KYC and other channels as provided in RFP and under laid down organizational procedures, and for its contracts, 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).

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. The Principal/ Bank undertakes that no official of the principal, connected directly or indirectly with the contract, will demand, take a promise for or Accept or attempt to accept , directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

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 all known prejudiced from the process. All the officials of the Principal will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

(2) If the Principal obtains information on the misconduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct by the principal, the principal will inform the Chief Vigilance Officer or to any competent authority as per law and in addition can initiate disciplinary actions and such a person shall be debarred from further dealings related to the contract process. However in such situation proceedings under the contract would not be stalled.

(3) 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 2 – Commitments of the Bidder(s)

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activates during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

(1)The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any materials or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

(2)The BIDDER further undertakes that it has not given, offered or promised to give, directly or Indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Central bank of India for showing or forbearing to show favor or disfavour to any person in relation to the contract or any other contract with Central bank of India. BIDDERs shall disclose the name and address of agents and representatives, and Indian BIDDERs shall disclose their foreign principals or associates.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively if any relative of an officer of the PRINCIPAL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the BIDDER, 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 from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". A copy of the "Guidelines on Banning of business dealings" is provided in Annexure-17 of the RFP.

SECTION 4 – COMPENSATION FOR DAMAGES

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3 of Integrity Pact, the Principal is entitled to demand and recover the damages equivalent to earnest money deposit/ bid security, as referenced in the RFP.

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 of Integrity Pact, the principal shall be entitled to demand and recover from the BIDDER liquidated damages of the contract value or the amount equivalent to the performance bank guarantee, as referenced in the RFP.

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 / SUBCONTRACTORS

1. The Bidder undertakes 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 CVO of the Bank or to any such competent authorities or law enforcing agencies.

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 as confidential.
3. The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Bidder 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/ Contractor/ Subcontractor with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. 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 nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM’s decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM’s decision in the matter.
6. The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant BNS/ 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 CVO, 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 Bidder 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 City.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. 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.
4. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

SECTION 11- FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other bank or public sector undertaking or government department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER to any other bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Bank, if the contract has already been concluded.

BANK/PRINCIPAL	BIDDER
Name, Designation, Office address	Name, Designation, office address
OVD Number	OVD Number

Witness:

1.

2.

ANNEXURE 11

NON-DISCLOSURE AGREEMENT

(to be stamped as document for Indemnity)

This Agreement made at ...., on this __________day of...........2026.

Between

___ a company incorporated under the Companies Act, 1956/2013 having its registered office at _ (hereinafter referred to as "BIDDER" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

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

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

WHEREAS:

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

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

Confidential Information

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

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

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

(a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
(b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a

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

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 its employees, consultants, auditors, sub-contractors (“Representatives”) consultants only if such representatives have executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

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

Publications

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

Term

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

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

Title & Proprietary Rights

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

Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

Remedies

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

Entire Agreement, Amendment and Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City.

General

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

Indemnity

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

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Designation: ______________________	Designation: ______________________
Address: ______________________	Address: ______________________
Company: ______________________	Company: ______________________
Date: ______________________	Date: ______________________
Company Seal	Company Seal

Witness I	Witness II
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Designation: ______________________	Designation: ______________________
Address: ______________________	Address: ______________________
Company: ______________________	Company: ______________________
Date: ______________________	Date: ______________________

Annexure – 12- Masked Commercial Bid

(To be submitted with technical Bid)

(Amount in Rs.)

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

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

Sl. No.	Description	Unit Cost (a)	GST Amt. (b)	Total Cost c= a+b
1	Software License Cost with 1st Year ATS/ Subscription Cost			
2	2nd Year ATS Cost / Subscription Cost			
3	3rd Year ATS Cost / Subscription Cost			
4	Implementation/ Installation cost			
5	Other items, if any (Please specify)			
	Total Cost of Ownership (TCO) (in Figure)			
	Total Cost of Ownership (TCO) (in Words)			

Note:

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above-mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- We understand that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- All prices should be quoted in Indian Rupees (INR) only.
- In case of any discrepancy between figures and words, the amount in words shall prevail.
- Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with technical bid.
- The TCO (Total cost of ownership) will be inclusive of GST and other applicable taxes. However, the GST and other applicable taxes will be paid as per actuals.
- We understand that the quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the successful Bidder.
- We understood that revenue sharing if any, will be done on mutual agreement between both the parties. However, Banks' decision in this regard shall be final.
- Bank may or may not require resources from successful bidder to manage the proposed solution. However, successful bidder has to provide rate for resources to the Bank at the time of issuance of PO as per format given by the Bank.

Place: ____________________ Signature of Bidder:

Date: ________________________________ Name:

Business Address: ______________________

Annexure-13- Commercial Bid

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

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

Sl. No.	Description	Unit Cost (a)	GST Amt. (b)	Total Cost c= a+b
1	Software License Cost with 1st Year ATS/ Subscription Cost			
2	2nd Year ATS Cost / Subscription Cost			
3	3rd Year ATS Cost / Subscription Cost			
4	Implementation/ Installation cost			
5	Other items, if any (Please specify)			
	Total Cost of Ownership (TCO) (in Figure)			
	Total Cost of Ownership (TCO) (in Words)			

Note:

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- We have ensured that the price information is filled in the Financial Bid/ Commercial Bid/ Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been duly filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected

- If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above-mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid by Bank. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- We understand that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- All prices must be quoted in Indian Rupees (INR) only.
- In case of any discrepancy between figures and words, the amount in words shall prevail.
- As per instruction of the Bank, we have submitted masked Financial BOM mentioning make, model and part code no. along with technical bid.
- The TCO (Total cost of ownership) given is inclusive of GST and other applicable taxes. However, the GST and other applicable taxes will be paid as per actuals.
- We understand that the quantity/ quality mentioned above is only indicative and may change at the time of issuance of Letter of intent/ purchase order to the successful Bidder
- We understood that revenue sharing if any, will be done on mutual agreement between both the parties. However, Banks' decision in this regard shall be final.
- Bank may or may not require resources from successful bidder to manage the proposed solution. However, successful bidder has to provide rate for resources to the Bank at the time of issuance of PO as per format given by the Bank.

Place: ____________________ Signature of Bidder:

Date: ________________________________ Name:

Business Address: ______________________

ANNEXURE-14

[where procurement value is less than Rs10Cr.]

SELF-CERTIFICATE FOR LOCAL CONTENT (MAKE IN INDIA)

(To be provided on Rs.500/- Stamp Paper)

I/ we …..Mr./ Ms
………………………………………………………………………………………………
Aged ……….. years S/o, D/o, W/o …………………………………. Working as ………………………… …………………………………… (designation) with M/s. …………………………………………………..
…………………………………………………………………………….(bidder firm name and address) at
………………………………………………………………………………………………
…. (address of the Co/ LLP) do hereby solemnly affirm and state as follows.

I / we are the authorised signatories to do the needful and submit the required applications, documents to participate in the bid ref no……………………………. by Central bank of India on their RFP for Selection of Bidder for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect).

I/ We hereby agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GOI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part (1) (E50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and;

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

[Tick/ incorporate ( ) and Fill the Appropriate Category]

I/We ……………………………………………………………….. [name of the OEM/OSD/BIDDER] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" category.

I/We ………………………………………………………………. [name of the OEM/OSD/BIDDER] hereby confirm in respect of quoted items that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" category.

The details of the location (s) at which the local value addition is made and the proportionate value of local content in percentage is given below:

Address : ……………………………………………………………………….

Percentage (%) of local content : …………………………………………

Dated this the …………….th day of …………………2026

For and on behalf of ___________________________(Name of firm/entity)

Authorized signatory

Name,

Designation

DIN /DPIN

==

ANNEXURE-14 (a) **[where procurement value is above Rs 10Cr.]**

(This covering letter is to be submitted along with the auditor certification of local content (make in India where the procurement value is more than Rs. 10Cr. For which format is given below.

[To be taken on Bidder Firm's letter head]

Date: ……………..

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

Dear Sir,

Reg**:** Submission of Auditor Certificate and Confirmation regarding Public Procurement (Preference to Make in India) Policy.

Ref: GeM Bid No… ……………………………………….

Dear Sir/Madam,

With reference to the captioned tender, we are pleased to submit our bid/proposal along with the required supporting documents.

Please find enclosed the **Certificate of Auditor** duly certifying our local content and compliance with the relevant manufacturing standards.

Further, we solemnly confirm and agree as follows:

"I/ We hereby agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GOI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, and 04.06.2020), MOCI order No. 45021/2/2017-PP (BE II) Dt. 16th September 2020 & P-45021/102/2019-BE-II-Part (1) (E50310) Dt. 4th March 2021 and any subsequent modifications/Amendments, if any."

We request you to kindly accept our submissions and consider our bid favorably.

Thanking you,

Yours faithfully,

(Signature)

AUTHORISED SIGNATORY,

Name:………………………
Designation:……………………….
Bidders Corporate Name:……………..
Address:……………………….
Email:……………….
Contact No……………………..

Enclosures:

Statutory Auditor / Cost Accountant Certificate for Local Content as per Bank's format

ANNEXURE-14 (b) **[where procurement value is above Rs 10Cr.]**

CERTIFICATE FOR LOCAL CONTENT (MAKE IN INDIA)

CERTIFICATE FROM STATUTORY AUDITOR / PRACTICING CHARTERED ACCOUNTANT

(To be issued on the Letterhead of the CA/Audit Firm)

To

M/s. ……………………..
…………………………..
(Name and address of Bidder)

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and

Mobile Banking (IBMB) solution (Banking Connect)

Ref : Reference: GeM Bid No ………………………….

We, **[Insert Audit/CA Firm Name]**, are the Statutory Auditors / Practicing Independent Chartered Accountants. At the request of **M/s ………………………………………………** [Insert Bidder Company Name] (Hereinafter referred to as the "Bidder"), having its registered office/works at **………………………………………………..** [Insert Registered Address of the Company], we have audited and reviewed the cost structures, bills of materials, and local value-addition data presented by the management of the Bidder in respect of the goods, services, and works offered against the above-referenced tender.

Based on our review, we hereby certify the following:

1. That the local content for all inputs contributing to the aforementioned item, service, or work has been strictly verified by us, and we accept responsibility for the correctness of the claims made herein.
2. That the local value addition has been computed in accordance with the provisions of the public procurement (Preference to Make in India) policy.

[Please check (✓) and fill out the appropriate category below]

- **Class-I Local Supplier:** We hereby certify that the local content in the quoted items/services is **equal to or greater than 50%**.
- **Class-II Local Supplier:** We hereby certify that the local content in the quoted items/services is **greater than 20% but less than 50%**.

Details of Local Value Addition:

The specific locations where the local value addition is performed and the proportionate percentage of local content are detailed below:

- **Address of Value Addition:** ………………………………………………………………….
- **Percentage (%) of Local Content:** ……………………………… %

(Signature and Seal)

Name of the CA/Statutory Auditor: ……………………………………………………
Membership Number: ……………………………………………………………………
Firm Registration Number (FRN): ………………………………………………………
UDIN (Unique Document Identification Number): ……………………………………
Contact Information: ……………………………………………………………………

Annexure 15- Restriction on Procurement due to National Security

This Certificate should be submitted 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

Dear Sir,

Sub: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

- "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
- "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Bidders Corporate Name:

Address:

Email:

Contact No.

Annexure 16- Escalation Matrix of all Verticals

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 responsenot received in 48 hours)				
	Country Head (if response notreceived 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 notreceived in one week)				

Yours faithfully,

Date:---------------

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

Name of Signatory:Designation:

Signature of AuthorizedSignatory

Seal of Company:

Annexure – 17- Eligibility Criteria Compliance

#	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/ No)
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership (LLP) company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of RFP.	In case of Limited Company (Public / Private): Certificate of Incorporation issued by Registrar of Companies along with Board Resolution in Annexure-21, Copies of Memorandum of Association, Copies of Articles of Association, Shareholding pattern, PAN, TAN, GSTIN Certificate, any other tax related document if applicable and any such other relevant documents as required by Bank is required to be submitted along with the eligibility bid. In case of LLP: Copy of LLP Incorporation certificate, Partnership deed, Partner's resolution in Annexure-22, PAN, TAN, GSTIN Certificate, any other tax related document if applicable and any such other relevant documents as required by Bank is required to be submitted along with the eligibility bid.	

2	The bidder should have operating profit in any two Financial years of last 3 financial years i.e. 2023-24, 2024-25 and 2025-26 as per the audited balance sheet available at the time of submission of tender. This must be the individual company turnover and not that of any group of companies.	Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted.	
3	Bidder must provide valid certification issued by NPCI confirming that the bidder is an authorized Technical Service Provider) under the Banking Connect System (IBMB) framework.	The proof should include: 1. NPCI-issued TSP Certificate (on NPCI letterhead 2. Certificate Number and Date of Issue. 3. Validity Period of the certification. 4. Scope of Certification (mentioning Banking Connect). 5. NPCI Reference Contact (optional but recommended for verification). 6. The certificate must be current and valid as on the date of bid submission.	
	The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the blacklist as on date of	An undertaking to this effect must be submitted in their letter head as per Annexure J	

	submission of the tender, otherwise the bid will not be considered.		
4	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of Promoters/ management or partnership firms/LLP etc having common partners have not participated in the bid process	Letter of confirmation on company letter head duly signed by authorized official to be submitted.	

Yours faithfully,

Date:---------------

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

Signature of AuthorizedSignatory

Name of Signatory:Designation:

Seal of Company:

ANNEXURE – 18 Undertaking for Source Code

This Certificate should be submitted on the letterhead of the OEM / OSD duly signed by Authorized Signatory of OEM

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

Dear Sir,

Ref: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

We_________________________(Name of the developer) who are established and reputable developer/solution provider of ________________________ having offices at ______________________________ do hereby certify that:

- The proposed solution/software is free from all known vulnerabilities, Malware and any covert channels in the code.
- The proposed solution/software has undergone a minimum level of unit, system, stress and volume tests and is free on any known defects.
- The proposed solution/software is tested with anti-virus/anti-malware software and is free of any virus/malware known to the Bidder at the time of sale.
- We confirm that review of source code (to identify and detect threats and weakness in its systems) is being conducted from an information security perspective.
- The proposed solution/software consists of components, libraries & modules that provides transparency into its composition so as to manage potential risks, respond to security issues and comply with regulations.
- We have adopted secure SDLC methods during application lifecycle management into their policies, processes, guidelines, and procedures.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information /documents.

Yours Faithfully

Authorised Signatory

Name:

Designation:

E-mail:

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

Ref: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

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

Ref: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

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/ resources to take appropriate action in case of any cyber security 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 Bidders/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 Bidders/ 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/ Bidder 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 (end-points/ 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 so as 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, Bidder 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 particular 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 Bidders 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

Ref: Selection of service provider for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect)

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/ 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 in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

(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 _fulfils 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.]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its 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.

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: Board Resolution (for companies)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name) ______________________________ HELD ON (Board Resolution Date) ____________ AT (Venue/Registered Office Address) ____________________________________

1. **RESOLVED THAT** the Company be and is hereby authorized to participate in the tender/RFP invited by **Central bank of India for Selection of Bidder for development &** integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect) [Insert Tender/RFP Title/Reference Number]" and also agree for the terms and conditions mentioned in it.

2. **RESOLVED FURTHER THAT** [………………………………….Name of Director/Employee], [……………………………Designation] [………………………..DIN No.] of the company, be and is hereby authorized to:

   To do all the necessary steps including and not limited to registering the / enrolling e- platform, authorized to sign and submit all the necessary papers, letters, forms, etc. to be submitted by the company in connection with the above RFP and its subsequent processes. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof to Central bank of India in time. Authorized to **Sign, seal, and submit** the bid documents, technical proposal, and financial proposal (RFP/Tender), **Execute Performance Bank Guarantee /bonds, and indemnities and other Service Level Agreements**, **Pay Earnest Money Deposit (EMD)** and Tender Fees, or do any act including to appoint representatives and do all such acts, deeds, and things as may be necessary or expedient in this connection.

3. **RESOLVED FURTHER THAT** all acts, deeds, and things done by the said Authorized Signatory, in connection with the above-mentioned tender, shall be binding on the Company.

4. **RESOLVED FURTHER THAT** a certified true copy of this resolution along with the specimen signature and copy of OVD of the Authorised signatory be submitted to the concerned authority/agency, and they be requested to act thereon.

Signature /-

True copy

(to be signed by **Company secretary or Managing Director** with name and specific designation and date and place)

Specimen signature of the **Authorised Signatory:** ……………………………………………….

Detail of OVD of Authorised signatory : Adhaar / Voter ID/DL etc No ………

Signature /-

True copy

(to be signed by **(to be signed by Company secretary or Managing Director with name and specific designation and date and place)**

with name and specific designation and date and place)

*Should Print on Letter head of the company and should put page number.

ANNEXURE 23

PARTNER'S RESOLUTION (for LLPs)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS / PARTNERS OF [LLP NAME], HELD ON [Date] AT [Time] AT THE REGISTERED OFFICE OF THE LLP AT [Address].

SUBJECT: AUTHORIZATION TO PARTICIPATE IN TENDER AND SIGN DOCUMENTS

RESOLVED THAT the LLP do participate in the Request for Proposal (RFP) / Tender No. [Insert Tender Number] floated by Central bank of India **for Selection of Bidder for development & integration of interoperable Internet Banking and Mobile Banking (IBMB) solution (Banking Connect) [Insert Tender/RFP Title/Reference Number]"** and also agree for the terms and conditions mentioned in it.

FURTHER RESOLVED THAT Mr./Ms. [……………………………. Name of the Authorized Person], [Designation, e.g., Designated Partner, [………………………..DIN No.], be and is hereby authorized on behalf of the LLP to:

To do all the necessary steps including and not limited to registering the / enrolling e- platform, authorized to sign and submit all the necessary papers, letters, forms, etc. to be submitted by the company in connection with the above RFP and its subsequent processes. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof to Central bank of India in time. Authorized to **Sign, seal, and submit** the bid documents, technical proposal, and financial proposal (RFP/Tender), **Execute Performance Bank Guarantee /bonds, and indemnities and other Service Level Agreements**, **Pay Earnest Money Deposit (EMD)** and Tender Fees, or do any act including to appoint representatives and do all such acts, deeds, and things as may be necessary or expedient in this connection.

FURTHER RESOLVED THAT the common seal of the LLP (if applicable) be affixed to the necessary documents in the presence of any of the Designated Partners, in accordance with the LLP Agreement.

FURTHER RESOLVED THAT along with the specimen signature and copy of OVD of the Authorised signatory be submitted to Central bank of India as evidence of the authority granted to Mr./Ms. [Name of the Authorized Person].

For [LLP Name]
(LLP Identification Number / LLPIN: [Insert LLPIN])

(Signature)
[Name of Partner 1]
Designated Partner
DIN: [Insert DIN]

(Signature)
[Name of Partner 2]

Designated Partner
DIN: [Insert DIN]

Date: [Insert Date]
Place: [Insert City]

Specimen signature of the **Authorised Signatory:**
…………………………………………………….

Detail of OVD of Authorised signatory : Adhaar / Voter ID/DL etc No ………

Signature /-

True copy

(to be signed by **(to be signed by Company secretary or Managing Director with name and specific designation and date and place)**

with name and specific designation and date and place)

*Should Print on Letter head of the company and should put page number.

ANNEXURE 24

PRO-FORMA FOR DEED OF INDEMNITY

(need to be stamped as per law)

This deed of Indemnity is made on this the ……………… day of ….., 2026

BETWEEN

M/s. ……………………………………….. is a Company incorporated under the Companies Act, 1956/2013 CIN Number …………………………………./ an LLP incorporated under Limited Liability partnership Act, having **LLPIN ……………………………..**, represented by Mr. ……………………………. Chief Executive Officer/ Authorized signatory and having its registered address ……………………………………………………………………………………….., (full address of the registered office of the Successful Bidder (Hereinafter referred to as "the Indemnifier" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its assigns, administrators and successors) of the First Part:

AND

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chander Mukhi, Nariman Point, Mumbai and among other department of corporate office, CentNeo , 6th Floor, 7th Tower (CBD Railway station) sector 11 CBD Belapur 400614, hereinafter called "**Bank / Indemnified"** which expression shall mean and include, unless the context otherwise requires, its successors) of the Second Part

WHEREAS

1. The Bank proposes to procure Supply, Procurement, Implementation and Maintenance of Solution for Customer On-boarding through DIGITAL KYC, VIDEO KYC and other channels as provided in RFP [……………………….. ref details of RFP is to be given], and the indemnifier who participate in the said process explicitly undertook to keep the indemnified/ Bank 'harmless, against all losses, claims, demands and costs without any ceiling but to the actual loss occurred. The law governing this Indemnity would be Indian Law.
2. Indemnifier has qualified to participate in the bid process as per the conditions of the RFP mentioned above. Represented and warranted that bidders are properly authorized and legally 'competent' and are not debarred / disqualified by any applicable laws, regulations or guidelines for the time being in force.
3. Agreed that on the event of selecting as successful bidder, to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them and execute / submit all the required documents, Performance bank Guarantee, Non- Disclosure Agreement, Integrity Pact, Documents or undertakings by and from OEM/ OSD , Service Level Agreement (SLA) etc in Bank's Format within the time specified.

4. The software /services we are offering is not infringing any of the intellectual Property rights and in case of any such third-party claims, legal actions face in relation to this by the Bank, Indemnifier will be responsible to compensate the Bank for all cost incurred/ penalties/ compensations.
5. This Indemnity shall be in force till the next indemnity deed executed (if any) by the successful bidder and for all other bidders who participate is for 6 months after the contract has been awarded

In WITNESS THEREOF the indemnifier herein has set their / his hands and seal , sign and submit to the indemnified.

INDEMNIFIER

Seal and Name, designation,

of the authorised signatory

Guidelines

1.1. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

1.2. Downloading of Tender Document

The tender document is uploaded / released on GeM Portal and website of bank (https://www.centralbankofindia.bank.in). Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold/ issued manually.

Only those tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

1.4. Do's and Don'ts for Bidder

- Registration process for new Bidders should be completed within first week of release of tender.
- The GeM Portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/ upload process of soft copy of the bid documents large in number to the portal may take longer time depending upon bidder's infrastructure and connectivity.
  - To avoid last minute rush & technical difficulties faced by bidders in uploading/ submission of bids, bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/ support required for uploading the documents/ understanding the system should be taken up with GeM authorities well in advance.
- Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by GeM authorities.
- Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

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 on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

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

2. 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. 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, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

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 also 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 particular 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

5. In these Guidelines, unless the context otherwise requires:

6. 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:

7. 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;

8. '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.

9. 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

10. 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".

11. 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.

12. 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.

13. 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.

14. 5 Initiation of Banning / Suspension

15. 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.

16. 5. Suspension of Business Dealings

17. 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.

18. 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.

19. 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.

20. 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, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

21. 5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

22. i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

23. 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.

24. 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.

25. 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.

26. 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.

27. 6. Ground on which Banning of Business Dealings can be initiated

28. 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

29. 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;

30. 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.;

31. 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;

32. 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.

33. 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.

34. 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents.

35. 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.

36. 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

37. 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;

38. 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;

39. 6.12 Established litigant nature of the Agency to derive undue benefit;

40. 6.13 Continued poor performance of the Agency in several contracts;

41. 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.

42. (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).

43. 7. Banning of Business Dealings

44. 7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

45. 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:

46. 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.

47. ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

48. iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

49. iv) To submit final recommendation to the Competent Authority for banning or otherwise.

50. 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.

51. 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.

52. 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.

53. 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

54. • Banning of the agencies shall apply throughout the Bank including Subsidiaries.

55. • 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.

56. • The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.

57. • 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.

58. • 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.

59. • The decision of the EDC shall be communicated to the agency by ED (BSD).

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

61. 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.

62. 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.

63. 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

64. Show-cause Notice

65. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or 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.

66. 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.

67. 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.

68. 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.

69. Appeal against the Decision of the Competent Authority

70. 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.

71. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

72. Review of the Decision by the Competent Authority

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

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

75. 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.

76. 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.

77. If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

78. 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.
