



**Central Bank of India**  
**Department of Information Technology,**  
1<sup>st</sup> Floor, Plot no-26,  
Sector-11 CBD Belapur,  
Navi Mumbai-400614

**Tender Reference no: CO:DIT:PUR:2021-22:330**

**Request for Proposal (Bid) Document**

**For**

Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS)  
Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)

**At**

MUMBAI and HYDERABAD

The information provided by the bidders in response to this Request For Proposal (RFP) will become the property of CENTRAL BANK OF INDIA and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by CENTRAL BANK OF INDIA for its RFP for Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for Central Bank on OPEX Model(Captive).

### **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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### **IMPORTANT CLARIFICATIONS/ABBREVIATIONS**

The following terms are used in the document interchangeably to mean:

- ❖ The Bank Bank / Purchaser/Buyer/Central Bank Of India means ' Central Bank of India'
- ❖ RFP means the Request for Proposal document.
- ❖ CTS means Cheque Truncation System
- ❖ DC Data Center DR Disaster Recovery Center
- ❖ CCH means Centralised Clearing House
- ❖ DEM means Data Exchange Module
- ❖ NPCI means National Payment Corporation of India.
- ❖ EMD means Earnest Money Deposit
- ❖ MSE means Micro Small Enterprises
- ❖ NDA Non Disclouser Agreement
- ❖ ATS stands for Annual Technical Support.
- ❖ Bidder/Supplier – signifies those who purchase this tender document and submit response to it
- ❖ Successful Bidder –those who have participated in the Bidding Process and found Qualified in getting the Contract.
- ❖ OEM means Original Equipment Manufacturer.
- ❖ OSD means Original Solution Developer
- ❖ Solution provider and Bank shall be collectively referred to as 'Parties'.
- ❖ CBS means Core Banking Solution implemented in the Bank
- ❖ NS/NLS means Near Site
- ❖ TCO means Total Cost of Ownership
- ❖ LD means Liquidated Damages
- ❖ SI/Vendor means the Successful Service Provider of the Solution
- ❖ Problem/Issue/Defect means any flaw within the software system which does not allow the end user to perform its regular operations as per the specifications / operational guidelines /functionality requirements in a stipulated timeframe.
- ❖ IEM means Independent External Monitor.
- ❖ Supplier means successful bidder



## INTRODUCTION & OBJECTIVE

CENTRAL BANK OF INDIA, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Central Office at Chandermukhi Building, Nariman Point, Mumbai, India, and its Department of Information Technology, CENTRAL BANK OF INDIA at Plot No 26, Sector 11, 1st floor, CBD Belapur, Navi Mumbai, India, 400614, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 4600 branches and more than 3700 ATMs, spread all over the country.

Cheque Truncation System (CTS) has been implemented across the country in 3 Grids in our Bank. We have set up the CTS infrastructure as under:

| Grid     | Primary Site    | DR Site              | CTS Application vendor                 |
|----------|-----------------|----------------------|--|
| Northern | Janakpuri Delhi | Chandani Chowk Delhi | M/s Aperta Ltd. (CapEx Model)          |
| Southern | Chennai         | Chennai              | M/s Forbes Technosys Ltd. (OpEx Model) |
| Western  | Mumbai          | Hyderabad            | M/s AGC Networks Limited. (OpEx Model) |

Bank is participating in GRID CTS i.e. Northern Grid, Southern Grid and Western Grid with its New Delhi Centre, Chennai Centre and Mumbai Centre acting as the HUB for the entire Grid respectively.

Bank is looking for a bidder to provide CTS infrastructure and CTS solution to implement Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for all Grids of CTS Northern, Southern and Western of Bank on outsourced basis under captive Model at Banks Primary Site Mumbai and Secondary Site Hyderabad.

Against the above backdrop, CENTRAL BANK OF INDIA invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Implementation of Centralised "Multi-Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on outsourced basis under Captive Model.

The multi grid CTS application will have following features:

- a. Multi grid CTS solution deployment will also facilitate to implement the single DC and DR for all grids and provide the ease of CTS operation to PAN India Central Bank of India's MICR centers.
- b. Electronic Cheque Clearing
- c. Encrypted Web based Multi Grid CTS Solution and Infrastructure to installed at BANKS Primary Site and BANKS Secondary Site .
- d. Multi grid CTS solution enables PAN India MICR / NON MICR center to be connected with one CTS server to perform and conduct the CTS clearing.
- e. Communicate with Multiple Grid CHIs/ DEMs
- f. End to end routing of transaction submission of the same to respective DEM.
- g. The application should also support bilingual features.
- h. Configurable & business rule based Multi grid solution.

**CONTROL SHEET TABLE**

|  |  |
|--|--|
| Tender Reference Number  | CO:DIT:PUR:2021-22:330 Dated: 22-06-2021   |
| Cost of Tender documents (Non Refundable)  | ₹ 30,000.00 (Rupees Thirty Thousand only) including taxes.   |
| Date of issue of RFP   | 22-06-2021   |
| Earnest Money Deposit (EMD)  | ₹ 60,00,000.00 (Rupees Sixty Lac only)   |
| Date of commencement of sale of tender document  | 22-06-2021   |
| Mail Ids and last date of written request for queries/clarifications before the pre bid Meeting. | <a href="mailto:cmcbcs@centralbank.co.in">cmcbcs@centralbank.co.in</a> ,<br><a href="mailto:smcbsremit@centralbank.co.in">smcbsremit@centralbank.co.in</a> latest by 28-06-2021 up to 15:00 hrs<br><a href="tel:022-67123528">022-67123528</a> |
| Pre-Bid Meeting , Date, Time & Number for Presentation Con call                                  | 01.07.2021 at 15:00 hrs<br>Conference Number or link shall be shared   |
| Last Date and Time for receipt of tender bids, online  | 23-07-2021 up to 15:00 hrs   |
| Mode of Bid Submission & online Portal's URL   | Mode-Online<br>URL: <a href="https://centralbank.abcpurchase.com/EPROC">https://centralbank.abcpurchase.com/EPROC</a>  |
| Online opening of Technical Bids (Time and Date)   | 23-07-2021 at 15:30 hrs  |
| Response Types   | 1. Technical Bid + Document Cost + Bid Security<br>2. Commercial Bid   |
| Address of Communication   | Asst. General Manager-IT<br>Central Bank Of India<br>Department Of IT ( DIT), 1 <sup>st</sup> Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614  |
| Email address  | Mail address: <a href="mailto:smitpurchase@centralbank.co.in">smitpurchase@centralbank.co.in</a> ,<br><a href="mailto:cmcppadmin@centralbank.co.in">cmcppadmin@centralbank.co.in</a>   |
| Contact Telephone  | 022-67123669 022-67123584  |

**Note:**

1. In case the specified date of online submission & opening of Bids is declared a holiday in Maharashtra under the NI act, the bids will be received till the specified time on next working day and will be opened at 3.00 P.M.
2. The following two documents are only to be accepted in physical mode.
  - a) EMD in the form of BG
  - b) Integrity Pact

## **PART – I**

### **1.1 GENERAL TERMS & CONDITIONS**

CENTRAL BANK OF INDIA invites sealed tenders comprising of Eligibility Bid, Technical Bid and Commercial Bid from experienced prospective bidders having proven capabilities in the field of Implementation of Centralised "Multi-Grid" Cheque Truncation System (CTS) Solution for CTS Northern, Southern and Western Grids on OPEX Model (Captive). The prospective bidders are required to adhere to the terms of this RFP document and any deviations to same shall not be acceptable to CENTRAL BANK OF INDIA.

Bidder 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 RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between Bank and prospective bidder in terms of this RFP document.

RFP document can be downloaded from our website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). The bidders downloading the document from Bank's website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in) must pay the cost of the document (Tender Fee), in a separate cover and properly superscribed, at the time of submission of the bids. Any bid received after prescribed last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. The technical evaluation of those bidders who are meeting all the eligibility criteria will be carried out including their capability for carrying out the implementation of the project and meeting the technical & functional specifications mentioned in the RFP Document.

*The Bids should be addressed to:*

*Asstt. General Manager – IT,  
CENTRAL BANK OF INDIA,  
Dept. of Information Technology,  
1<sup>st</sup> Floor, Plot No.26, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614*

CENTRAL BANK OF INDIA is not responsible for non-receipt of response to RFP within

the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in Maharashtra under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time (above it is mentioned as 3.00 pm) on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## 1.2 SUBMISSION OF BID – TWO BID SYSTEM

- 1.2.1 Bid should comply with the RFP as specified hereinafter.
- 1.2.2 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.3 The Technical bid should have compliance chart as per Annexure-5 and documentary proof in support of Eligibility Criteria as per Annexure-4.
- 1.2.4 Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per Annexure – 8 with technical bid envelope to be submitted.
- 1.2.5 The Commercial bid should have compliance chart as per Annexure- 7.
- 1.2.6 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.7 At any time, prior to deadline for submission of response to the RFP, CENTRAL BANK OF INDIA may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, CENTRAL BANK OF INDIA may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.
- 1.2.8 Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by CENTRAL BANK OF INDIA.
- 1.2.9 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.2.10 Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.11 Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

- 1.2.12 Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.13 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.14 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.15 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 1.2.16 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 1.2.17 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.
- 1.2.18 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- 1.2.19 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 1.2.20 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available.
- 1.2.21 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.22 The bidder shall not quote for the products/solution, whose End of sale/ End of Support / End of Life has been declared by the OEM/OSD. Bidder must have back to back support relation with the OEM's/OSDs whose products/solution are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer (OEM)/Original Solution Developer (OSDs), a commitment letter from the OEM/OSD at least for a period of 7 years has to be submitted along with the Technical bid.
- 1.2.23 The technical bid shall be submitted in conformity with the Scope of Work.

### 1.3 COST OF TENDER DOCUMENTS

The bidders should pay the Cost of tender document with fee amount of Rs. 30,000/- (Rupees Thirty Thousand Only). The Cost of tender documents shall be paid by Demand Draft/ Pay Order drawn in favour of 'CENTRAL BANK OF INDIA' payable at Mumbai. The Cost of tender document is non-refundable. The bidder downloading the tender document from Bank's website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in) must pay the cost of the tender document, in a separate cover, at the time of submission of the bids. This non-refundable tender fee can also be submitted through the electronic mode to the below mention account. Proof of successful deposit of tender fee has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 3287810289
- Account Name- Central Bank of India
- Branch- CBD Belapur, Navi Mumbai
- IFSC- CBIN0283154
- Start-ups (which are not MSEs) are exempted only from Bid security amount.

### 1.4 DUE DILIGENCE

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

### 1.5 EARNEST MONEY DEPOSIT

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid through electronic mode or in the form of Bank Guarantee having validity period for **365 days with a further claim period of one year** from the date of opening of Technical Bid in the format given in **Annexure-6**. The EMD amount is **Rs 60,00,000/- (Rupees Sixty Lacs Only)** to be submitted as Bank Guarantee issued by any scheduled Nationalized bank in India.

Earnest Money Deposit can also be of paid through the **electronic mode** to the below mentioned account. Proof of successful deposit of EMD has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 3287810289
- Account Name- Central Bank of India
- Branch- CBD Belapur, Navi Mumbai
- IFSC- CBIN0283154

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned/discharged to them as promptly as possible but not later than 30 days after the expiration of the period of Tender validity prescribed by

the purchaser. The EMD of successful bidder will be returned/discharged upon the Bidder signing the Contract and on submission of Performance Bank Guarantee as specified hereunder.

The EMD will not bear any interest and EMD made by the bidder will be forfeited if:

- 1.5.1 The bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
- 1.5.2 If the bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .
- 1.5.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.5.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 1.5.5 In case the successful bidder fails in the following:
  - 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), within 21 days from the date of acceptance of Purchase Order. .

**Note:**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for MSE entrepreneurs registered with competent authority in this regard.

Exemption from submission of EMD and tender cost shall be given to bidders who are Micro Small Enterprises (MSE) and are registered with competent authority under its "single Point Registration Scheme". The bidder has to submit necessary document issued by competent authority to avail the exemption. To qualify for EMD exemption, firms should necessary enclose a valid copy of registration certificate issued by competent authority which are valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD and tender cost exemption.

It is clarified that necessary and valid documents to be submitted by Micro & Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.

Bids received without EMD and tender cost from bidders not having valid registered documents for exemption will not be considered. Performance Bank Guarantee (PBG) has to be submitted under any circumstance.

## 1.6 REJECTION OF THE BID



The Bid is liable to be rejected if:

- a. It is received after expiry of the due date and time stipulated for Bid submission.
- b. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ 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.
- c. Bidder should comply with all the points mentioned in the Scope of work in **Part-IV**. Non-compliance of any point will lead to rejection of the bid.
- d. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## 1.7 PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: [smcbsremit@centralbank.co.in](mailto:smcbsremit@centralbank.co.in).

It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. For attending Pre Bid Meeting, it is Mandatory for the bidders to have deposited the Tender Cost, if they are otherwise eligible for exemption. Any deficiencies should also be raised in the pre-bid queries.

## 1.8 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 Bank.

## 1.9 INTRODUCTION AND DISCLAIMER

This Request for Proposal ("RFP") document has been prepared solely to enable CENTRAL BANK OF INDIA ("Bank") in defining the requirements for "Implementation of Centralised "Multi- Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)." The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

## 1.10 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.

### 1.11 FOR RESPONDENT ONLY

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

### 1.12 CONFIDENTIALITY

The RFP document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent or other person associated or affiliated in any way with Bank or any of its customers, suppliers or agents without the prior written consent on Bank.

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

*The Vendor is required to execute a Non-Disclosure Agreement and Deed of Indemnity with the bank (as per bank's format).*

### 1.13 DISCLAIMER

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

### 1.14 COSTS TO BE 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.

## 1.15 NO LEGAL RELATIONSHIP

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

## 1.16 ERRORS AND OMISSIONS

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

## 1.17 ACCEPTANCE OF TERMS

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

## 1.18 RFP RESPONSE

If the response to this RFP does not include the information required or is incomplete or submission is through e-mail, the response to the RFP is liable to be rejected.

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.

## 1.19 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 120 (One Hundred Twenty) days from the last date of bid submission prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

## 1.20 NOTIFICATION

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

## 1.21 LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

## 1.22 NORMALIZATION OF BIDS

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 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 ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank
- Revised submissions of the entire bid in the whole.

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

## 1.23 CANCELLATION OF TENDER PROCESS

CENTRAL BANK OF INDIA reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. 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 during the tender process or 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. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

## 1.24 AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. ***The bidder shall furnish proof of signature identification for above purposes as required by the Bank.***

## 1.25 COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation

as per format provided in **Annexure-20** of the RFP. Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or out.

## 1.26 DOCUMENTS CONSTITUTING THE BID

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

- Tender Offer Forwarding Letter (Annexure-1)
- General Details of the Bidder (Annexure-2)
- Declaration Cum Undertaking (Annexure-3)
- Eligibility Criteria Compliance Sheet (Annexure-4)
- Techno-Functional Compliance (Annexure-5)
- Format for Earnest Money Deposit ( Annexure-6)
- Format for Commercial Bid (Annexure-7)
- Format for Masked Commercial Bid (Annexure-8)
- Format for Performance Bank Guarantee (Annexure-9).
- Pre Contract Integrity Pact (Annexure-10)
- Undertaking by the Bidders (No-Deviation) (Annexure-11)
- List of CTS Scanners (Annexure-12)
- Non-Blacklisting (Annexure-13)
- Pre-bid Query Format (Annexure-14)
- Manufacturer Authorization Form (Annexure-15)
- Undertaking by Bidders (Lowest Bid) (Annexure-16)
- Application Integrity Statement (Annexure-17)
- Non-Disclosure Agreement (Annexure-18)
- Deed of Indemnity (Annexure-19)
- Undertaking Letter on the successful bidder's letterhead for Central/State Minimum Wages Act & Labour Laws Act. (Annexure-20)
- Escalation Matrix (Annexure-21)

**PART-II****2.1 ELIGIBILITY CRITERIA**

Only those bidders, who fulfill the eligibility criteria as mentioned herein below, are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected. Documents in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Bank reserves the right to interpret the documents / proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, field record of satisfactory services, and Bidder's compliance with all these requirements must be substantiated with credible documentary proof such as customer Purchase Orders with dates and audited balance sheets.

| <b>Sl. No.</b> | <b>Eligibility Criteria</b>   | <b>Document to be Submitted</b>   |
|----------------|---|---|
| <b>1</b>       | Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 3 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office   | Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder should be submitted. |
| <b>2</b>       | The Bidder submitting the offer should have a minimal annual business turnover of <b>at least Rs. 25 Crores</b> in each of the last three financial years as per the audited balance sheet available at the time of submission of tender (i.e. 2017-18, 2018-19 & 2019- 20). This must be individual company turnover and not that of any group of companies. | Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019- 20 are to be submitted.   |
| <b>3</b>       | The Bidder should be a <b>profit making company and should have earned Net profit in</b> at least 2 (two) financial years out of the preceding 3 Financial Years (i.e. 2017-18, 2018-19 & 2019-20).   | Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019- 20 are to be submitted.   |

| Sl. No. | Eligibility Criteria   | Document to be Submitted   |
|---------|--|--|
| 4       | The applicant bidder should <b>have positive net worth</b> in each of the last three financial years i.e. 2017-18, 2018-19 & 2019-20.  | <p>Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 &amp; 2019-20. are to be submitted.</p> <p>And</p> <p>Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years, i.e., 2017-18, 2018-19 &amp; 2019-20 are to be submitted.</p> <p>The CA Certificate should be in conformity with the Audited Balance Sheet submitted by the Bidder.</p> |
| 5       | The Bidder/OSD should have been in the business of providing services, development, implementation and maintenance of Cheque Truncation System (CTS) solution for <b>at least 3 (Three) years</b> as on the date of Submission of RFP.   | Work Order/Purchase copies/ Certificate of Satisfactory performance of the respective Banks is to be submitted.  |
| 6       | The bidder should be an Original Solution Developer (OSD)/ Original Equipment Manufacturer (OEM) of the proposed centralized CTS Solution or its authorized representative / partner in India.   | <p>A self-declaration in this regard is to be submitted by Original Solution Developer (OSD) on company letter head stating they are the OSD for the proposed CTS solution.</p> <p>In case of authorized representative, MAF need to be submitted by the Bidder.</p>   |
| 7.      | The Bidder/OSD must have successfully implemented CTS application Software in one (1) Scheduled Commercial Bank and should be handling daily average volume (Annual average in the last 12 months) of minimum 2 lakh (Two Lakh) Cheque Transactions including both inward & outward instruments processed spread over one or more grids. | Certificate from Bank giving information regarding (i) Name of Banks, (ii) Per day processing volumes in each of the Banks, along with Purchase Order/ Satisfactory Report from Banks needs to be submitted. Following details should also be provided: Name of the organization, Location Name, phone number & e-mail ID of contact person of the organization.   |

| Sl. No. | Eligibility Criteria   | Document to be Submitted   |
|---------|--|--|
| 8       | The Bidder/OSD should have experience in interfacing CTS solution with multiple Sub-Member Banks.  | Self- Declaration giving name of Bank/s with which interface has been done and copy of Letter from relevant Sponsored Banks to be submitted. |
| 9       | The Bidder should submit a compliance certificate stating that their solution meets the functionalities / capabilities as stipulated by RBI/NPCI and Scope of Work mentioned in RFP Document.      | A self-declaration to that effect to be submitted by the bidder.   |
| 10      | The Bidder shall be ISO 9001-2015, ISO 27001-2013 certified company.   | Copy of Certificates to be submitted.  |
| 11.     | CTS Solution infrastructure (including DEM Active-Active Mode) shall be installed at Banks Data Centre Mumbai and for DR, Banks DR center located at Hyderabad (including DEM Active-Active Mode). | Copy of NPCI certification Required.   |
| 12      | Bidder should not have been declared as NPA by any of the financial institutions in India in the last two years.   | An undertaking to this effect must be submitted on their letterhead.   |
| 13      | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.   | Certified copy of the registration certificate from competent authority should be submitted. Refer to point no. 8                            |
| 14      | The bidder should have minimum 3 three support centers at minimum Delhi, Mumbai and Chennai cities of India including at least one in the North-East either own or franchisees.                    | Submit the self-declaration on Company's letter head with address locations and contact numbers.   |
| 15      | As per preference to Make in India: - Only class-I and class-II local suppliers are eligible to bid. Please refer point no 9 & 10.   | Required certificates as per eligibility should be submitted.  |

|    |  |   |
|----|--|---|
| 16 | Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business.   | Copy of relevant Documents to be submitted  |
| 17 | The Bidder/OSD should not have been blacklisted by IBA/RBI/ Government / Public Sector undertakings or any regulatory body during the last three years and the said disability should not be in force. | Self-declaration letter / Confirmation letter to this effect from the participating Bidder & OSD on their official letter head duly signed by the authorized signatory are to be submitted. |

**Note:** All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. Non- compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio. Any decision of CENTRAL BANK OF INDIA in this regard shall be final, conclusive and binding upon the bidder.



## **PART-III**

### **3.0 EVALUATION CRITERIA**

There would be a three (3) stage evaluation process. The Stages are:

- a. Eligibility Criteria Evaluation
- b. Techno-Functional Evaluation
- c. Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in RFP, will be shortlisted for the Techno-Functional Bid evaluation. A detailed techno-functional evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial bid opening (e-Tendering).

The Commercial Bid of only those short-listed-bidders, who have qualified in Techno-Functional Evaluation, will be opened by the Bank, the date of which will be notified separately. The bidder who has quoted lowest TCO would be declared as L1 bidder.

Only those Bidders will be eligible for Commercial Evaluation who qualifies in Techno-Functional Evaluation. Bidder shall submit the price breakup in the format of commercial bid. The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in **Annexure –7**.

### **3.1 EVALUATION METHODOLOGY**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a **5-year contract period** that appropriately meets the requirements of the Bank identified in this RFP.

#### **3.1.1 TECHNO-FUNCTIONAL EVALUATION PROCESS**

The Bids submitted by the Bidders will be scrutinized to determine the fulfillment of Eligibility Criteria as stipulated in the RFP Document. The proposals will be evaluated in two stages. In the first stage, i.e. Techno-Functional Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, commercial bids of the qualified bidders will be opened.

The techno-functional evaluation will be carried out to check whether the bidders are meeting the techno-functional specification as defined in the RFP document and Scope of Work or not. 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 time frame indicated in the letter/e-mail seeking explanation. Bidders should provide a Virtual Presentation of the features of the proposed solution before a committee appointed by Bank.

Subsequent to the Virtual presentation the designated committee of the Bank may also visit the Bidder's site/office to access the capabilities, strength and other

aspects as deemed fit by the Bank. Based on the presentation & site visit the committee will evaluate & give scoring based on the criterias such as superiority in 1) Modules availability with critical Functionality, 2) Latest Technology features , 3) User Friendly Solution. 4) Robust Reconciliation and Grievance Redressal Mechanism, 5) Provision for Dash Board and Reports in the solution .

The resources offered should meet all the technical & functional requirements mentioned in the Scope of Work and Technical & Functional specifications of the RFP. Non-compliance to any of the technical & functional specifications may attract rejection of the proposal without assigning any reasons and without any cost or compensation therefor.

### 3.1.2 COMMERCIAL EVALUATION PROCESS

Commercial Bids of bidders, who qualified in the technical evaluation stage, will only be opened. L1 bidder will be selected on the basis of the per instrument cost quoted by the bidder. The bidder has to participate in the e-tendering process adopted by the Bank and comply with the procedure mentioned in the e-tendering process prescribed by the Vendor appointed by the Bank for e-tendering.

3.1.2.1 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

3.1.2.2 In case there is a variation between numbers and words; the value mentioned in words would be considered.

3.1.2.3 In the event vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of contract, the value of the lowest bid would be used.

3.1.2.4 There will not be any reverse Auction. Therefore the Vendors should give their best offers.

3.1.2.5 Prices Quoted by the Vendor will be compared with the prices quoted by participating vendors for such projects to other SCBs/peer Banks.

3.1.2.6 Bank will carry out a negotiation with only L1 Vendor.

## **PART – IV**

### **4.1 SCOPE OF WORK**

The successful bidder will be responsible for the end to end Implementation of Centralized "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX basis under Captive Model for a period of **5 years**. The Solution shall be comprising of Web based CTS Application, associated hardware and services as defined below:

- 4.1.1 The bidder has to provide an end to end Solution including DEM as per NPCI specifications ,for CTS Services having provision of all required Hardware excluding Scanners, Third Party Software's and Facility Management Services. Secondary Site should be equipped with similar architecture as that of Primary Site for both Hardware and software. The bidder has to share the Architectural Diagram of the proposed solution to the Bank.
- 4.1.2 The connectivity from Bank's Primary Site and Secondary Sites to NPCI would be provided by the bank.
- 4.1.3 The CTS Application software should have provision to handle Multiple Grids.
- 4.1.4 The CTS Solution will be accessed and operated from Bank's offices /CTS Centres / Branches / Off-site Locations. There should be stringent adherence to authenticate the source of inputs. Necessary security level policies are to be implemented at firewall level.
- 4.1.5 The bidder has to ensure that all Operating system, Database and network related patches, updates having applied on the CTS Infrastructure during the contract period. In addition to this the bidder has to ensure necessary updates in the systems as instructed by regulatory authority.
- 4.1.6 The bidder should possess proper licenses, wherever applicable for Hardware / Software/ Third Part utilities etc. provided to the Bank for the Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on outsourced under captive Model. In no way licenses should be a hindrance in daily working of the Bank. No freeware/open-source software should be used.
- 4.1.7 As on date there are approximately more than **4600** branches of Bank scattered geographically apart in different parts of the country and it may increase in future. **Grid based CTS Clearing** has been implemented at approx. **1500 Centres (Count as on tender publish date) with 2000 Branches participating in Grid CTS Clearing, across the Country covering all the three Grids**. Bank is in the process of adding many more centres in future (Considering remaining NON MICR locations as & when those locations are migrated to Grid CTS Platform by RBI/NPCI/Clearing Houses). Approximate no. of concurrent employees/users accessing the CTS system on **an average concurrent users across India is estimated to be about 4000 users**. The Concurrency of users for the solution offered shall be expandable and Bidder has to do the Hardware Sizing accordingly. Presently, Bank is handling approximately 2 Lakhs Inward and outward

instruments volume per day comprising of all the Grids taken together.

- 4.1.8 The proposed CTS Solution (Central site, Middle ware, DEM / Future Clearing House Interface, Centralized Clearing House (CCH), DEM (Data Exchange Module) should meet all the existing and future time to time guidelines / specifications of RBI / NPCI/ other Regulatory authorities with no extra cost to the Bank during the contract period. The Hardware should have the capability to maintain the uptime desired by the Bank without any negative impact and High Speed processing of the Instruments.
- 4.1.9 Bidder should integrate the CTS application with DEM / New Clearing House Interfaces (if any, in future), CBS application, SDR (Single Data Repository) external applications interfaces and also carry out time to time modifications for implementing Government/Regulatory/RBI/NPCI Guidelines, at no additional cost to the Bank during the contract period.
- 4.1.10 All customization in the proposed CTS solution should be done to meet the techno-functional requirements mentioned in Annexure 5 including interfacing to Banks Software & Network without incurring any additional cost to the Bank during the contract period.
- 4.1.11 Bidder need to do the Hardware Sizing (routers, switches, firewalls and cabling etc.) for primary setup, DR setup and UAT setup with required OS (Operating system Windows/Linux), Backup devices etc. to meet the daily Instrument volume mentioned in the document. No minimum commitment of Instrument is guaranteed by the Bank. The hardware sizing for the DEM should be based on the guidelines specified by NPCI for DEM Module. The DEM server should be available in High Availability mode to ensure the uptime as mentioned in clause 6.5 of this RFP Document.
- 4.1.12 It will be the responsibility of the selected bidder to provide the services which shall include maintenance of CTS common centralized multi-grid setup, remote maintenance of CTS Hubs, periodical training to Bank Users etc., during the contract period, wherein adequate resources should be deployed and SLA should be maintained as per scope of work and other clauses of RFP defined in the document.
- 4.1.13 The bidder should provide Integration of proposed CTS application with Bank's Core Banking solution, RBI / NPCI 's DEM/CHI system, CTS scanners, CTS-CDM (Cheque Deposit Machine) provided by Bank's different vendors, CTS- PPS (Positive Pay System (erstwhile Centralised Positive Pay System) of NPCI), NPCI DEM Module, Electronic Cheque Clearing Interface/Application. Automated Cheque returns processing and Archival System, Images and transaction data Storage and Retrieval solution, Integration with CBS for Clearing Files and Account Master retrieval (Payee name) from CBS, Integration with various Remote Deposit Kiosks, handheld devices, Flat Bed Scanners and various CTS/UV enabled Cheque Scanners available within the Bank or procured during entire period of the contract. Bidder should also extend necessary compatibility support in the CTS solution for any version up gradation of the above entities without any additional cost to bank.
- 4.1.14 CTS software should support integration with various systems through straight through

processing (STP) and upload functionality.sa

- 4.1.15 The scope of the Services, Maintenance and Support is to be provided for a period of five years from the date of acceptance (last grid migrated) by the bank. The project can be extended further on mutual agreement. In case of extension of the project after the expiry of the contract period, the prices for the same would be finalized through mutually agreed prices between Bank and vendor.
- 4.1.16 Bidder has to ensure that proposed CTS Application is capable of Image capturing in hybrid environment i.e. distributed as well as in central processing environment (at various Cheque collection points or branches / Central processing /service branches level), Workflow based Cheque clearing transaction data processing involving data entry (i.e. Authorization levels involving Maker Checker concept), Cheque clearing transactional data transfers and receipts, Integration with Bank's Core Banking solution, Integrating with RBI / NPCI 's DEM system, Automated Cheque returns processing, Implementation of Signature verification System and Archival System, Images and transaction data Storage and Retrieval solution, Integration with CBS for Clearing Files, Incremental Signature and Account Master retrieval.
- 4.1.17 Proposed Solution should be compatible with all kinds of E tokens available at present and in future, in the market for Digital Signing the CTS instruments as per NPCI standards Bidder has to ensure that CTS application has the provision for digital signing in hybrid environment i.e. distributed as well as in central processing environment (i.e. at various CTS Centers or branches /Central processing Units/Service Branches level/ Kiosks), and only with proper validation/authentication, the processing should be carried out.
- 4.1.18 All the Hardware infrastructure will be provided and any up gradation of the same to be carried out by the Vendor as per Specifications of RBI/NPCI /Bank from time to time without any additional cost to Bank.
- 4.1.19 Cabling and Racks with specification as mentioned in item 5.3 of Section V of RFP Document will be provided by the Vendor and any up gradation of the same to be carried out by the Vendor as per Specifications of RBI/NPCI /Bank from time to time without any additional cost to Bank.
- 4.1.20 Installation/re-installation, configuration/re-configuration, parameterization of CTS application, OS, Database & other Software/Utilities/Drivers for Production, UAT and Archival setups including DEM and support for present/future proposed interfaces to RBI, NPCI, CBS, other applications etc. are to be carried out by the bidder during the contract period at no additional cost to Bank, whatsoever the reason thereof.
- 4.1.21 Bidder has to ensure that customized CTS application will be made available to the Bank for Production Environment within 20 weeks including 8 week for Hardware delivery and 2 week for installation of Hardware from the date of acceptance of Purchase Order as per below mentioned schedule
- |                                  |              |
|----------------------------------|--------------|
| Procurement Delivery of Hardware | ----8 weeks  |
| Installation of Hardware         | -----2 weeks |
| UAT Set up and Customisation     | - 4 Weeks    |
| Rollout                          | --6 weeks    |
| Total                            | 20 Weeks     |

- 4.1.22 The bidder has to make sure that the proposed CTS application is compatible with all latest available cheque scanning devices including hand held devices (Mobile/Tablet etc.).
- 4.1.23 Bidder should integrate the CTS scanners provided by all leading CTS scanner manufacturers. Bank may use various make & models of CTS scanners & handheld devices during contract period and bidder has to integrate these Scanners without charging any extra cost to the bank. No additional interfaces are required to attach the scanners to the Scanning application. In case of any additional connectors, interfaces, integrations etc. required same should be provided without any additional cost to the Bank. Bidder must ensure the compatibility of existing CTS scanners being used by the Bank. The existing CTS scanners details are provided in Annexure 12.
- 4.1.24 It is the responsibility of the selected Bidder to migrate the existing CTS Centres of the Bank to the proposed CTS Application including integration of the existing CTS Scanners of the centres with the proposed solution. For smooth rollout of the existing CTS centres, selected bidder has to provide a complete roadmap ensuring no business loss to the Bank.
- 4.1.25 Bidder should provide training on Application installation, reinstallation, configuration, parameterization, administration and day-to-day support operations to designated Officers of the Bank as and when required, at no additional cost to the Bank.
- 4.1.26 In addition to the above the selected bidder should monitor the entire CTS solution, timely submission of CTS clearing, configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, backup, restoration of data from back-up media as and when required, Primary Site –Secondary Site sync, patch installation and liaison with bank officials for various support issues etc., assisting bank officials in switching to DR site in case of CBS system failure and conducting DR drills in coordination with all stakeholders.
- 4.1.27 Selected bidder shall assist the Bank in identifying potential risks in the CTS solution, provide remedy for the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new and appropriate controls. The proposed system should be capable of generating reports based on risk factors.
- 4.1.28 In addition to security features deployed in the technology, selected bidder's operational procedures should ensure protection of the Bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.).
- 4.1.29 Upon termination of the contract, the bidder has to ensure smooth & secure handover of all the archived data to Bank Official/ Banks Authorized vendor without any additional cost to Bank. Also, the bidder will ensure & certify that post hand over of the data the same has been permanently deleted from their systems.
- 4.1.30 CTS hardware and software shall be installed at Banks Primary Site and Banks Secondary Site situated at Mumbai & Hyderabad respectively.

Though the proposed solution is on OPEX Model( Captive), the Vendor need to obtain insurance cover and furnish a copy of Insurance policy document obtained for the Hardware installed at Primary Site at Mumbai & Secondary Site at Hyderabad to the Bank from time to time on each renewal of the insurance during the project period. The cost of the same is included in TCO.

- 4.1.31 For Networking, Router and Firewall will be provided by Bank, however Network switches with redundancy are to be factored by Vendor considering the number of Servers. Data cabling (Lan and SAN) will be done by the Vendor.
- 4.1.32 Password policy, Server Utilization, Archival Policy, Domain and Backup policy etc. shall be followed as per Banks Policy. Policies will be shared with successful Bidder.
- 4.1.33 VAPT, IS audit, RBI audits and other audits of regulatory Bodies are conducted in Banks Primary Site and Secondary Site regularly. Observations and gaps should be timely complied at no additional cost to the Bank during the contract period.

## 4.2 MIGRATION SERVICES-SCOPE OF WORK

- 4.2.1 Selected Bidder will be responsible for necessary tools & support services for migration of the data from the existing CTS systems of the Bank and also for first time Master creation for the respective requirements of the bank/branches/hubs/CH.
- 4.2.2 Selected Bidder is responsible for migration of all the Live Hubs/CTS Centres to the centralized Multi-Grid Solution and also for providing necessary support to the migrated Hubs.
- 4.2.3 Selected Bidder shall provide an archival solution for migrated existing CTS data of all three Grids (viz. Northern, Southern and Western Grids) and also provide the maintenance services for the same.
- 4.2.4 Bidder must provide a solution of the data retrieval of the old data to the Bank at no extra cost to the Bank. Bidder must provide a solution of the data retrieval of the old data to the Bank at no extra cost to the Bank.
- 4.2.5 The implementation/migration shall be in phased manner in all the Grids and selected bidder shall provide necessary splitting/ merging/ reconciliation programs to upload/download clearing files to/from DEM Servers & existing CTS applications, reconciliation reports, etc. for smooth functioning of CTS operations during the transition period. Selected bidder has to ensure the data migration activity in Toto.
- 4.2.6 Bidder shall hand over existing CTS data along with the archival system of all three grids or of any other subsequently added grid by RBI/ NPCI/ any other statutory body to the Bank/ Bank's appointed SI as per required format at no additional cost to the Bank as and when required by the Bank.

## 4.3 MIS REPORT GENERATION

It is the responsibility of selected bidder to provide the Daily/Monthly/Yearly Cheque clearing reports, Exception reports, Detailed/Summary level reports, Audit Trail reports etc. apart from above, bidder has to provide the customized reports as and when demanded by the Bank in soft/hard copy without any additional charges to Bank.

The system should have the capability to generate any other report other than the standard clearing related reports required for day to day working. Minimum clearing reports that system should be capable to generate based on filtration criteria like Grid wise / Region wise / Centre wise / branch wise / zone wise / date wise / instrument and amount wise / customer wise / session number wise etc.

#### 4.4 DOCUMENTATION

This includes Technical & Functional manuals for proposed CTS.

4.4.1 Solution Architecture Overview, Logical & Physical Database Design, System Interfaces design, Development Tools, Development Platform, APIs, delivery Platform.

4.4.2 Design Specification Document.

4.4.3 System configuration / set up parameters documentation.

4.4.4 System Administration Manual.

4.4.5 Module-wise User and Administrator's manual.

4.4.6 Documentation for Master data set up.

4.4.7 Test cases for User Acceptance Testing (UAT).

4.4.8 Customization details along with Full Process Flow.

4.4.9 System Performance Benchmarks (response times, etc.)

4.4.10 Any changes due to "Non Compliance" observed during UAT must be incorporated in Base Documents.

4.4.11 Reference material shall be provided before Training & User Acceptance Testing.

#### 4.5 IMPLEMENTATIONS & CUSTOMISATIONS

4.5.1 Installation & configuration of various components and functionalities of CTS.

4.5.2 Pre-deployment study and gap analysis.

Customization in CTS as per the required functionality mentioned in RFP, Any changes required or suggested by Regulator, Bank's Internal /External Audit and compliance with Bank's policies.

4.5.3 Integration with all models of CTS Cheque Scanners available within the Bank.

4.5.4 Integration with Internal and External Systems.

4.5.5 Support for UAT.



#### 4.5.6 Provide support for Go Live.

#### 4.5.7 Perform Stress/Load Testing and Performance Tuning on CTS application and database.

#### 4.5.8 Phase-1: User Acceptance Testing

- Successful Bidder (SB) has to install the CTS Software within Two (2) weeks from the date of Acceptance of Purchase Order at their own cost for UAT at the location as notified by the Bank.
- Selected Bidder in consultation with Bank's team should demonstrate the CTS application and assess the customization requirement from the bank within Fifteen (15) days from the date of the Acceptance of Purchase Order at their own cost for UAT at the location as notified by the Bank. Any customization of the CTS Software that is required to be carried out during the UAT inclusive of reports, if any, should be done at no additional cost before the UAT testing is commenced.
- UAT should cover testing of entire functionalities / capabilities of the CTS software as well as the requirements specified in the Techno-Functional Specification under Part-V of this document.
- The UAT should start immediately after the installation of CTS software and scanners required for the UAT environment, Entire UAT should be completed within 15 days from the date of start of UAT.
- Where warranted, Bank reserves its right to extend or shorten the period of UAT.
- Load testing and performance of proposed CTS solution for concurrent users during peak hours.
- On successful completion of UAT phase bank shall issue a sign-off report indicating its readiness for going for **Go-Live** of the CTS Grids. UAT need to be completed within **8 weeks which is inclusive of the 2 weeks' time for UAT Setup**. End user training need to be completed within these **8 weeks**.

#### 4.5.9 Phase-2

Based on the successful UAT, selected Bidder is required to rollout the CTS solution across all the Grid CTS Centres of all the three grids **within 45 days** from the date of successful completion of UAT. For each Grid, Go-Live need to be done in big bang approach. All branches in each grid need to be migrated in a single day without any Business and Data Loss. Branch level configuration setup for each grid need to be completed within **15 days prior to Go-Live** of that particular Grid.

### 4.6 INTEGRATION WITH OTHER SYSTEMS

In adherence to various regulatory guidelines, the proposed solution should support integration with various Systems mentioned as below through straight through processing (STP) / upload

functionality (as per Banks decision) without incurring any additional cost to the Bank. Bank may require integration in a phased manner depending on need. The tentative Systems are listed below but not limited to :-

- a) B@ncs 24 (TCS) Core Banking System
- b) Bank's Messaging System.
- c) Cheque Deposit Kiosks
- d) Provide APIs/Web Services for integrations with various External Systems as required.
- e) Single Data Repository system of Bank.

## 4.7 TRAINING

### 4.8.1 **Functional Training:**

- a) Setup of the Software
- b) Parameterization
- c) All functionalities & features
- d) Cheque's Scanning and Data-entry Processes.
- e) Image / Data Review / Authorization
- f) Report generation
- g) Uploads
- h) Begin of Day / End of Day process, if required
- i) User Management and Auditing Techniques
- j) All other aspects required for smooth Operation and maintenance of CTS software
- l) Refresher's training – Once in a year or as & when system is upgraded.

### 4.8.2 **Technical Training:**

- Installation and configurations of CTS (including all functionalities and requirements) along with all third party software
- Management and Administration of CTS Solution.
- Report writing/designing
- Troubleshooting
- Data Dictionaries
- All other aspects required for smooth implementation and maintenance of CTS software.

The Vendor/Bidder shall provide user training to optimal number of personnel identified by Bank on functional & operational aspects of the entire CTS operations.

Training deliverables shall be:

- User Training Plan
- Training Material in English

#### 4.8 AUDITING:

Bank may conduct audit of CTS Applications/CTS Central Setup/ data center (Primary Site & Secondary Site) hosting the CTS Application by its third party vendors/IS Auditor. Also, the application could be audited by regulatory body viz. RBI/ NPCI/ Any other statutory body from time to time. Bidder has to close all gaps identified by auditors in specified time at no extra cost to the Bank. Also, Bidder has to provide all upgrades and fixes without any additional cost to the Bank.

Bidder shall audit their CTS solution software(s) on yearly basis during the contract period & ensure that the CTS Application software(s) including third party software (if any) is/are bug free. The bidder is required to submit the certificate to the Bank annually in this respect, without any additional cost to the Bank.

#### 4.9 ESCROW ARRANGEMENT

The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement on mutually agreed terms & conditions. The bidder should also arrange for taking backup on daily (incremental backup) and weekly (full backup) basis. Bank will not bear any cost towards Escrow agreement.

#### 4.10 ORDER CANCELLATION

4.10.1 The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

- Delay in implementation of services as specified in the scope of this document beyond the specified period.
- Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- In the case of any violation of the terms of the RFP, Contract, Secrecy or persistent default in complying with the terms of Service Agreement.
- At any stage, any representation or particulars furnished by bidder are found to be incorrect or false.
- In case the bidder changes its constitution or amalgamates or merges with any other entity without the prior intimation to the Bank or such change being unacceptable to the Bank.
- In case any major shareholder or stakeholder is found to have been engaged in activities which are criminal in nature in his own country or any proceedings for declaring him as insolvent for winding up are pending or initiated.

- 4.10.2 The Bank's decision on the matter will be final and binding on the bidder. However the Bank shall provide a notice the bidder in case of any breach/non- performance with cure period of 30 days to rectify to breach.
- 4.10.3 The bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.
- 4.10.4 Upon cancellation of contract/completion of period of service, bidder should handover the peaceful legal possession of all the services provided as per scope of the contract along with the licenses therewith & obtains discharge from the Bank. Bank also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.
- 4.10.5 In case of any security breach/cyber-attack, all financial & reputational losses to Bank due to such occurrence will be borne by the Bidder.

#### 4.11 BIDDERS OBLIGATIONS:

- i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- ii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank.

#### 4.12 Reverse Transition Mechanism:

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 Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90-day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / Bidder nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services. The reverse transition services to be provided by the Bidder shall include the following:

- The Bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
- Bidder shall provide adequate documentation thereof.
- The Bidder shall jointly manage the solution with Bank or designated team for a reasonable period of time
- The Bidder shall assist Bank in migration of the Solution to another, if desired by Bank.

**Knowledge transfer:** The Supplier shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.

**Warranties:** All the warranties held by or in the name of the Supplier shall be assigned or transferred as-is, in the name of Bank. The Supplier 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 Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services. The Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever. The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for Bank or new Supplier to take over and continue to manage the services. The Supplier agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties. Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The process of appointment of arbitrators shall be same as mentioned under clause 6.16- RESOLUTION OF DISPUTES. Bank and the Supplier shall together prepare the Reverse Transition Plan. However, Bank shall have the sole decision to ascertain whether such Plan has been complied with. The Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Bank or its selected Suppliers as would be required.

Notwithstanding anything contained in this Agreement, Bank reserves its right to terminate the agreement with the Bidder without assigning any reason at any time by giving thirty (30) days prior written notice to the Bidder, at no cost to the bank.

## **PART V**

### **5.0 TECHNICAL & FUNCTIONAL REQUIREMENTS:**

The Bank proposes to procure Enterprise-wide license for implementing consolidated/centralized web-based CTS Solution, which will handle CTS clearing load of all three CTS-Grid regions (Southern, Western and Northern). The application will be implemented in web mode with role-based access to users located at various Branches/CTS Centres /Offices.

The CTS is expected to support a broad range of clearing products taking into account Banks requirements. The objective is to identify and finalize the functional requirements for CTS by the Bank. Bidders are required to submit their compliance against each functionality in the column "Bidder Compliance" as indicated below:

All the requirements are listed under Techno-Functional Requirements. Requirements listed in the following sections are not exhaustive and complete in all respects and may undergo change during preparation of "System Requirement Document". Certain requirements may be implicitly available in the product sought and hence might have been excluded from the Requirement List. Successful Bidder is required to offer the latest version of the product available and make necessary customizations as may be required after preparation of Requirement Document.

The functional/technical capabilities are evaluated as per the readiness (Type of response /Scale) towards the expected functionalities for creating the CTS solution. All the functional and technical requirements for achieving regulatory compliance are mandatory.

Bidder should indicate against each requirement which is Mandatory as per the following table from Annexure.

| Bidders Compliance | Description  |
|--------------------|--|
| A                  | Already available FULLY in the product.  |
| B                  | Not available but can be provided . Should be included in the version of the product being supplied before implementation without any additional Charge. |

- i) Each Mandatory items is assigned total of 5 marks. While scoring, the scales namely A, B as above shall be assigned 5 marks and 2 marks respectively. The Bidder should score at least 673 marks in the Technical Bid out of total marks of 820 to Qualify to participate in Commercial Bid. Compliance should be submitted as per each and every line item mentioned in the table below.

- ii) The Virtual Presentation and Visit at Vendor's site by Bank Team as mentioned in the Techno functional evaluation part carry 50 marks out of which the Vendors should secure minimum 30 marks for Qualifying to participate in Commercial Bid in addition to the 673 marks as stated in point No i) above. The marks assigned by the committee will be final and Bank reserves its right not to give any reason of rejection of any proposal based on such marking by bank appointed committee.

## 5.1 TECHNO-FUNCTIONAL REQUIREMENTS

| Sl. No. | Functionality   | Mandatory/ Optional | Bidders Compliance (A/B) | Marks | Remarks |
|---------|---|---------------------|--------------------------|-------|---------|
| 1       | Systems should conform to the requirements of the IT Act 2008 and the Negotiable Instruments (Amendments & Miscellaneous Provisions) Act 2002 and Payment & Settlement Act. 2007 and its subsequent amendments, for recognition of images as valid instruments for payment by the Drawee Banks and all other applicable guidelines issued by RBI from time to time.   | Mandatory           |                          |       |         |
| 2       | The Bidder should provide Centralised CTS Solution Common CTS for all three Grids (Northern, Southern and Western) at Banks Primary Site & Secondary Site (Replica of Primary Site)   | Mandatory           |                          |       |         |
| 3       | The proposed CTS Solution should have capability of handling Bank's as well as all types of Sub-member Banks CTS Requirements for all three Grid regions separately without any technical limitations or dependency from Primary Site & Secondary Site.   | Mandatory           |                          |       |         |
| 4       | Provision for Online & Offline Solution for Sub-Member Banks to handle their clearing independently at their Offices/Locations. Secured channel for System Access and transferring files will be provided by the Bank/Sub-member Banks. System should have capability to handle Segregation and also to provide proper authentication mechanism so that Direct or Indirect Sub-Member Banks can process all types of clearing (Outward, Inward, Extension and both types of Returns Clearing) at their end by using the CTS Solution either in Online or Off-line mode. | Mandatory           |                          |       |         |
| 5       | System should have capability for proper segregation of the Bank's/ Sub Member Banks (All types) instruments.   | Mandatory           |                          |       |         |

|    |  |           |  |  |  |
|----|--|-----------|--|--|--|
| 6  | The point of Physical Instrument truncation could be either at the Branch / Regional Processing Units (RPU) / Centralized Clearing Units (CCUs)/ Sub- Member Banks and their Branches. Bank may adopt a hybrid model (cluster or de-centralized model) for capturing images of Instrument from various locations. The solution need to be flexible enough to handle the same.  | Mandatory |  |  |  |
| 7  | System should be capable of creating multiple clearing types to suit Bank's / Sub-Member Banks (All types) clearing requirements to route the instrument and transaction type level and maintain separate settlement Ledgers and general ledger interface at various clearing types.   | Mandatory |  |  |  |
| 8  | The system proposed shall support multiple sessions for the four legs of clearing process - inward clearing, inward return, outward clearing and outward return along with extension as well as Blockage handling. Must be compatible with the RBI / NPCI Centralized Clearing House (CCH), Data Exchange Model (DEM) system and the core banking software of Bank as well as its Sub- Member Banks.   | Mandatory |  |  |  |
| 9  | System should be compatible to handle all Cheque Scanning devices available with the major manufacturer, at present and capable to integrate with all types of Operating Systems. The Bidder has to integrate all the scanners on all desktop versions available within the Bank/Branches/Sub-member Banks. In case, Bank intends to purchase new Cheque Scanners then, Bidder has to do the integration without any additional cost during the contract period. Bank will ensure to provide proper technical clarifications / APIs to the Bidder for integration. | Mandatory |  |  |  |
| 10 | System should be capable for Processing / segregating Centralised Grid clearing as well as CTS Grid wise clearing for all three existing Grids (Northern, Western and Southern) and any other new Grids that will be introduced in future, as per regulatory   | Mandatory |  |  |  |



|    |  |           |  |  |  |
|----|--|-----------|--|--|--|
|    | directions.  |           |  |  |  |
| 11 | System should be capable of handling minimum 50,000 instruments per hour during Data Entry and Verification Processing, simultaneously across all grid centres. However, System should also be capable for minimum 70,000 instruments per hour for Outward Clearing Files (CXF/CIBF) generation in the specified format of RBI/NPCI. | Mandatory |  |  |  |
| 12 | System should prioritize and process the clearing for all three grids in parallel, there should not be any kind of limitation or restriction in the solution for sequence processing of Grid clearing as all existing/present three grids clearing are independent of each other and they have their own presentation timings.       | Mandatory |  |  |  |
| 13 | System should have the capability of capturing/ processing images of the instruments along with deposit Slips and should be able to capture multiple branch details at Bank's Branches/ CCUs / Sub-Member Banks/Branches.  | Mandatory |  |  |  |
| 14 | Provision for capturing batch wise/ type wise clearing (CTS / Non-CTS / Special Clearing) for the following cases:<br><br>Ø Cheques Only.<br>Ø Cheques with Slip (Product Wise).<br>Ø Marking Paper to Follow (P2F) batches at time of scanning itself.  | Mandatory |  |  |  |
| 15 | Facilities of defining touch points to integrate with the solution for processing Cheque Truncation. The touch points could be Kiosks, Instrument Drop machines, ATMs having Cheque Truncation capabilities, Remote Deposit Capture (RDC), Handheld devices (Mobiles/Tablets) etc.   | Mandatory |  |  |  |
| 16 | The Reject repair, Balancing and Validation work shall be distributed and shall not be restricted to a single workstation per Grid location either at Bank's or Sub-Member Banks level.  | Mandatory |  |  |  |

|    |   |           |  |  |  |
|----|---|-----------|--|--|--|
| 17 | CTS Solution Shall automatically do load balancing by allocating jobs to various workstations keeping a tab on volumes processed during the day.  | Mandatory |  |  |  |
| 18 | CTS Solution shall have the seamless integration to the core banking system in all the legs of clearing.  | Mandatory |  |  |  |
| 19 | Should have provision to generate posting files for all types of clearing as per multiple requirements of Bank and Sub-Member Banks. Provision to create multiple posting files templates and to tag Sub-Member Banks through menu driven process.  | Mandatory |  |  |  |
| 20 | Should provide provision for outward posting files in different levels and segregation should happen at point of capture itself, depending on Bank's / Sub-Member Bank's requirement:<br><br><ul style="list-style-type: none"> <li>• Cheque Wise</li> <li>• Deposit Slip wise</li> <li>• Account Wise etc.</li> </ul>  | Mandatory |  |  |  |
| 21 | The CTS Solution should have facility to generate various clearing reports, exception reports, audit trail reports, detailed/summary reports, batch reports for image/instrument, various reconciliation reports to tally with NPCI/CBS <u>details for presentation</u> and return clearing process.).  | Mandatory |  |  |  |
| 22 | Capable of routing specific instruments like Dividend warrants (DW), Demand Draft (DD) /Pay Order (PO), Quick Cheques (QC), Paper to Follow (P2F) etc., to specific Clearing House System and separate queues in system to be provided as per Bank's requirement.   | Mandatory |  |  |  |
| 23 | Capable of providing intelligent routing for both inward clearing and inward return based on users' roles/Grid wise/City Wise. Consolidation should happen on the basis of payer city similar to NPCI segregation criteria and re- conciliation reports should match with CHI Settlement Reports generated for each Presentment and Return/extension sessions for all Clearing types. | Mandatory |  |  |  |

|    |   |           |  |  |  |
|----|---|-----------|--|--|--|
| 24 | Should have a settlement module for inter-bank, intra bank and intercity clearing with capabilities for consolidating the day's inward and outward presentations and returns for raising a single debit or credit on the participating branches and re-conciliation reports should match <u>with CHI/DEM Settlement Reports</u> generated for each Presentment and Return session for all Clearing types.                   | Mandatory |  |  |  |
| 25 | Archival system to store data, images and logs of the each and every transaction for a minimum period of 10 years and / or any other such period as may be required under the law or decided by Bank. Data Integrity, Image Quality and Security should be ensured with proper archival and retrieval mechanism.  | Mandatory |  |  |  |
| 26 | For <u>Inward Clearing</u> , the software should download the data/images for all three current CTS Grids separately and prepare separate upload file to core Banking system for reserving the amounts for clearing debits later. Posting file formats will be provided by the Bank and requirement for generation of multiple formats of posting files for Sub- Member Banks as per their Core Banking System requirement. | Mandatory |  |  |  |
| 27 | System should have proper mechanism for extraction and auto transmission of inward clearing for the respective Sub- member Banks (all types). Sub-Member Banks will be accessing the system and process their inward clearing and mark returns as per their requirements.   | Mandatory |  |  |  |
| 28 | All Clearing reports, Return memo, posting files for Sub-Member Banks is to be generated from the system along with manual generation feature and facility for automatically transmission through Secured channel.  | Mandatory |  |  |  |
| 29 | Transactions pertaining to the Bank and Sub-Member Banks should be recorded properly with complete Audit trail in the Centralized CTS Solution and there should be easy retrieval for the history information through front end enquiry screens for all types of  | Mandatory |  |  |  |

|    |   |           |  |  |  |
|----|---|-----------|--|--|--|
|    | Clearing cycles.  |           |  |  |  |
| 30 | Transaction number should be generated automatically in the system without any manual intervention for the Bank's and Sub-Member Banks. Every transaction number should be unique for each instrument.  | Mandatory |  |  |  |
| 31 | Should conform to all the statutory regulatory norms as per RBI/ NPCI or Govt. and any further directions received from time to time, should be provided without any additional cost to the Bank.   | Mandatory |  |  |  |
| 32 | The user interface for branch operations/ Service Branch Operations / Sub-Member Banks should be browser based only.  | Mandatory |  |  |  |
| 33 | The workflow should re-direct all entered batches / <u>instruments</u> to supervisors for verification of the data entry.   | Mandatory |  |  |  |
| 34 | Already processed batch file or instruments should not be available for Processing on the same day again. Already processed batch file or instruments should not be available for Processing on the same day again. Already processed batch file or instruments should not be available for Processing on the same day again. | Mandatory |  |  |  |
| 35 | Should be able to process Instrument(s) of different size and colors.   | Mandatory |  |  |  |
| 36 | Should be possible to process high value instruments separately for scrutiny for both OW and IW Clearing instruments. The cut off amount for High value should be user definable and Controllable.  | Mandatory |  |  |  |

|    |  |           |  |  |  |
|----|--|-----------|--|--|--|
| 37 | Various types of segregation and view / report on business rules should be possible in all clearing modules. Segregation can be based on: <ul style="list-style-type: none"> <li>• Grid wise</li> <li>• Session wise</li> <li>• Instrument Number</li> <li>• Amount</li> <li>• Account type</li> <li>• Transaction code</li> <li>• Return Rejection codes</li> <li>• Presenting bank / Drawee Bank etc.</li> </ul> | Mandatory |  |  |  |
| 38 | System should have configurable day/time limits for the cut off time, which could be different for different clearing cycles. (Special Clearing, etc.)   | Mandatory |  |  |  |
| 39 | Should be possible to copy the data on CD/Tape/SFTP/emails or any storage Media.   | Mandatory |  |  |  |
| 40 | System should provide a Document Management facility to store the Instrument(s) with unique reference numbers for easy retrieval at later stages.  | Mandatory |  |  |  |
| 41 | System must have a Login and password for each user and various user levels (enterer, verifier, exception approver, administrator, Grid Location etc.) for logging into the system   | Mandatory |  |  |  |
| 42 | Compulsory periodic changing of passwords for all the users at a parameterized period should be available and solution should prompt users to change password prior to the Expiry date.  | Mandatory |  |  |  |
| 43 | System should be configurable to handle the password policy followed by the Bank.  | Mandatory |  |  |  |
| 44 | System must maintain proper log including date, time, terminal number of each operation, financial and nonfinancial, done by every user and the same should be appended to transaction data or a separate log should be maintained. Retrieval of Audit logs should be simple and only viewable to the authorised users.  | Mandatory |  |  |  |
| 45 | The checkers or authorizers of the transaction should not be same as the maker of the transaction and prompt message should be displayed to the verifier(s)/user(s).   | Mandatory |  |  |  |

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| 46 | For anywhere branch banking functionality, the access to other branches data should be based on parameters such as viewing, modifying, authority level to access, etc. and should be linked to user access rights.   | Mandatory |  |  |  |
| 47 | Defining of exceptions in the system should be parameterized and configurable  | Mandatory |  |  |  |
| 48 | System should have a special interface for auditors and IT users where access to all data would be allowed without any modification or change permission.  | Mandatory |  |  |  |
| 49 | System should have in-built capability, features & interface for handling Business Continuity Plan and capable to setup the solution at Disaster Recovery Sites (Primary Site & Secondary Site ).  | Mandatory |  |  |  |
| 50 | Auto-Replication between Primary and Secondary Sites should be available with proper monitoring process. In case of any disaster, entire solution should be capable to handle immediate switchover from Primary to Secondary Sites and Vice-versa without any kind of manual intervention and user level changes.                              | Mandatory |  |  |  |
| 51 | Software should be able to provide Signature Verification system with maker checker process  | Mandatory |  |  |  |
| 52 | System should be able to interface and connect with Bank's existing signature servers and also be able fetch signatures from CBS. Facility for Migration of existing Bank's signature system to the new signature solution, which should be provided by the Bidder. Bidder has to complete it without any additional cost/charges to the Bank. | Mandatory |  |  |  |
| 53 | System should provide automated interfaces for signature extraction and migration from core system to CTS system.  | Mandatory |  |  |  |
| 54 | All the query modules should have capabilities to export data or email them in standard format supplied by the Bank.   | Mandatory |  |  |  |

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| 55 | The general options (ex. Batch selection, color schemes etc.) should be common and consistent for all the Data Entry and processing modules across the solution.                                | Mandatory |  |  |  |
| 56 | System should be scalable to handle on an average 4,00,000 transactions per day   | Mandatory |  |  |  |
| 57 | The system should have all the features required for interfacing with DEM systems (Primary and DRs) for all three existing Grid's as per existing scenario of Grid Clearing.                    | Mandatory |  |  |  |
| 58 | The system should support centralized and decentralized processing without any geographical restrictions.   | Mandatory |  |  |  |
| 59 | The solution can be used off site and on site for Bank Branches and its Sub-member Bank's locations.  | Mandatory |  |  |  |
| 60 | There should not be any kind of performance downgrade / issue related to increase in concurrent users.  | Mandatory |  |  |  |
| 61 | Performance of hardware / software solution proposed should be optimum with proper performance benchmarks.  | Mandatory |  |  |  |
| 62 | The proposed solution should have dual authentication mechanism at all levels.  | Mandatory |  |  |  |
| 63 | The solution should not be system (Node/ workstation / PC) specific as if client system is down then processing should not be affected  | Mandatory |  |  |  |
| 64 | The system should support flow of data both ways i.e. from hub/central location to branch and vice-versa. The system should also prompt data Collection / sending at central/ sending location. | Mandatory |  |  |  |
| 65 | The system should have provision for mass printing of images on basis of any selection criteria. This mass exercise should also be resource efficient and customizable.                         | Mandatory |  |  |  |
| 66 | System should allow administrators to manage users, groups, roles and other document management operations.   | Mandatory |  |  |  |
| 67 | The CTS architecture must be scalable and shall support increasing number of users and concurrent users (Minimum 4000).   | Mandatory |  |  |  |

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| 68 | The system must support 24-hours x 7 days x 365 days non-stop continuous processing.  | Mandatory |  |  |  |
| 69 | The proposed CTS Solution should provide interface with other software as required by the Bank.   | Mandatory |  |  |  |
| 70 | Customer Data security should be in-built in the system.  | Mandatory |  |  |  |
| 71 | System should be capable to handle Splitting/ segregation for proper distribution of work load.   | Mandatory |  |  |  |
| 72 | Detailed status summary of processing of cheques (stages) to be made available by the system for monitoring purpose.  | Mandatory |  |  |  |
| 73 | System should be able to generate reports from archived data as well as in the production environment   | Mandatory |  |  |  |
| 74 | System should be able to capture / input Drawer's details along with Outward presentation as per latest circular received from RBI / NPCI.                                      | Mandatory |  |  |  |
| 75 | Should be able to generate cheque return memo along with image of the instrument in the report format branch-wise and individual instrument-wise as well.                       | Mandatory |  |  |  |
| 76 | Maker/ checker functionality for defining parameters in the masters, user creation/modification, Setup, other functionalities if any, to be available as specified by the Bank. | Mandatory |  |  |  |
| 77 | Hot key functions for increased speed and accuracy and the work processes should be automated.  | Optional  |  |  |  |
| 78 | Should provide online interface to extract data from the Clearing and truncation system to feed Bank's other application on need basis.   | Mandatory |  |  |  |
| 79 | Purging details should be captured to store the time and data contents in host system.  | Optional  |  |  |  |
| 80 | Possibility of sending emails of images and data records automatically by the system.   | Optional  |  |  |  |
| 81 | The front-end interface should have ability to configure a workstation for particular operation by allocating screens to the user.  | Optional  |  |  |  |
| 82 | The user-interface screens should earmark and validate mandatory fields, which must be entered before   | Optional  |  |  |  |



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|    | submitting a transaction.  |           |  |  |  |
| 83 | Direct connectivity to e-mail should be available through user interface for sending details, advices, etc. to Grid CTS Branches/Clearing Hubs/Sub-Member Banks.   | Optional  |  |  |  |
| 84 | Facility to auto-lock/Screen timed out should be available with configurable feature.  | Mandatory |  |  |  |
| 85 | Wherever Instrument(s) are marked for returns as part of Inward clearing an email alert to be escalated to branches for information and action.  | Optional  |  |  |  |
| 86 | Provision for generation of all Clearing wise reports and the extracted images for inward clearing should be generated for all types of Sub-member banks, auto uploading to the Secure System and accessible to them for further processing and return presentment | Optional  |  |  |  |
| 87 | Sub-Member Banks should capable to generate Outward Clearing and Inward Return files for the presentation along with auto transmission to Bank's Active/respective Grid's DEM System.  | Optional  |  |  |  |
| 88 | Menu driven provision for addition of Sub-Member Bank under respective grid location along with their Branches/Location's MICR details, posting file formats, standard clearing reports, Return Memos and tagging for the automatic data transmission format       | Optional  |  |  |  |
| 89 | Provision for easy communication between Bank and Sub-Member Banks in Online Processing system so that timely alerts can be published to them related to Cut-off timings, changes in process etc.  | Optional  |  |  |  |
| 90 | Provision for Fee based transactions reporting for the Bank's Clients (All types of Sub-Member Banks) as well.   | Optional  |  |  |  |
| 91 | The product should be capable of functioning by hosting inside Bank's Intranet and all types of Sub-member Banks.  | Optional  |  |  |  |
| 92 | A Reporting tool to be provided with the proposed CTS solution to develop various Reports, MIS data etc. as may be required from time to time by the Bank.   | Optional  |  |  |  |

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| 93  | The data level / quantum to be stored on production system should be configurable from period of 1 Week to 1 Year.  | Optional  |  |  |  |
| 94  | The solution should also be compatible to integrate/ handshake/ interface with all third party software / middleware of the Bank.   | Optional  |  |  |  |
| 95  | The solution should be capable to work as fallback/ DR arrangements for Bank's Clearing at other Region as may be suggested or required or in order to comply with the regulatory norms from time to time.  | Optional  |  |  |  |
| 96  | The solution should have features / tests / mechanism to initiate or perform fraud prevention / detection for tampered / Photocopy / fake instrument.   | Mandatory |  |  |  |
| 97  | The solution should comply with all the RBI / NPCI guidelines for security features and quality enhancements in cheques / instruments to prevent/detect fraud.  | Mandatory |  |  |  |
| 98  | The solution should have web-based feature to intimate branches live status of processing / rejects etc.  | Mandatory |  |  |  |
| 99  | System should have capability of segregating return items from Outward Batches with Cheques sorting feature at Cheque Scanning level.   | Optional  |  |  |  |
| 100 | System should have ICR/OCR capabilities to capture any given field present on the instrument. The fields can be handwritten or printed and could be present on the instrument:<br><br><ul style="list-style-type: none"> <li>• Amount</li> <li>• Instrument date</li> <li>• Payee name</li> <li>• Account Number</li> <li>• Amount in words</li> <li>• SAN</li> </ul> | Optional  |  |  |  |
| 101 | System to provide open format with encryption feature for all the data to be archived / to be made compatible with other sources of data & images.  | Optional  |  |  |  |
| 102 | There should also be provision in system for a common interface between any scanned image and data to be integrated in the system through common released file formats.   | Optional  |  |  |  |

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| 103 | There should be provision in system to interface captured data through 3rd party interface or client program to be integrated in the system, with provision in system to encrypt the data obtained through these sources.   | Optional  |  |  |  |
| 104 | The system should provide interfaces and automated checking for the new CTS 2010 Instrument standards. Ex. UV, watermark detection etc.   | Mandatory |  |  |  |
| 105 | System should have capability for images snipping so that Data entry operators can see only the relevant portion of the cheque image instead of displaying whole image, which will minimise the traffic on network and enhance the performance of the solution. However, provision to display full image of instrument is also to be available, which will be called on demand basis. | Optional  |  |  |  |
| 106 | System should be able to interface and be compatible with bank's existing Archive system.   | Optional  |  |  |  |
| 107 | System should have feature to use Positive Pay System (PPS).  | Mandatory |  |  |  |
| 108 | In case of any changes in the existing Grid Architecture prescribed by RBI i.e. Addition of new Grids or scanning centre , Deletion of existing Grids or scanning centre etc. the selected bidder has to ensure to abide by the same and make necessary changes i.e Software/Architecture Level if required without incurring any additional cost to Bank.                            | Mandatory |  |  |  |
| 109 | The Software should have capability to be integrated with Bank' existing applications viz. Active Directory/Single Sign On (AD/SSO), Biometric Authentication Solution /PIM etc. or other system of the Bank to be implemented in future for User Management purpose.   | Mandatory |  |  |  |
| 110 | The proposed software should have Maker / Checker provision for modification or configuration changes of Parameters/Rules/Setup.  | Mandatory |  |  |  |
| 111 | The software should have facility for Outward Clearing Bulk file uploading and Processing of Input Files in .XLS , .txt and .CSV formats or in any other format required by the Bank.   | Mandatory |  |  |  |

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| 112 | The System should have web-based scanning module for Bank's Branches / Service Centers / Sub- Member Banks with proper authentication mechanism through intranet and segregation of Clearing Types (CTS / Non-CTS / Special Clearing etc.). Apart from CTS Scanner's driver installation, there should not be any additional client based setup required to activate the scanners.  | Mandatory |  |  |  |
| 113 | The Cheques scanning is to be done in one single capture with endorsement, MICR line reading along with UV image scanning.  | Mandatory |  |  |  |
| 114 | Provide provision for detection of IQA success/failure during Cheques scanning itself and provision for re-scanning of the IQA failure instruments as well. The scanning of outward clearing instruments will be carried out by Bank's Officials. Rejects due to IQA failure should be made available for rescanning. P2F on account of IQA failures should be kept to bare minimum (near zero).  | Mandatory |  |  |  |
| 115 | The proposed CTS solution should be able to store the IQA failure reasons for IQA failed instruments. The bidder is required to submit the IQA failure data with reasons (like partial image, Excessive Image Skew, Piggy Back, Streaks and/or Bands, Bent Corner, Below Minimum Image Size, Exceeds Maximum Image Size, Too Light/Dark, Image Length Mismatch, Image Height Mismatch, Below Min Image Length, Exceeds Max Image Length, Below Min Image Height, Exceeds Max Image Height, Torn corner etc.) for each Grid separately as per NPCI specified format. | Mandatory |  |  |  |
| 116 | The Solution to have MICR reading capability with validation of MICR city-Bank-Branch data.   | Mandatory |  |  |  |
| 117 | Provides for endorsement, unique item sequence number to be printed on the reverse side of the instruments and multiline endorsement for re-presentment cases. There should not be any overlapping, in case a new endorsement is required for re-presented Instrument(s) in outward   | Mandatory |  |  |  |

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| 118 | Provision to handle DEM Rejected instruments either Outward or Inward Returns by viewing Cheque image and capable for re-presentation by correcting MICR records, updating Ignore IQA flag or choosing proper action by selecting from the drop down list etc.  | Mandatory |  |  |  |
| 119 | Automatic transmission of images and MICR data to Service branch/Centralized CTS Location. The transmission can be one Instrument at a time or in a batch mode or both. Post successful transmission, scanned data and images required to be deleted immediately from the respective desktop capture machine. It should also have provision for the capturing branches/locations to verify the actual status of their scanned batches along with batch summary report. Solution should also have the provision to identify the source.  | Mandatory |  |  |  |
| 120 | Data and image transmission from capture locations to centralised CTS System should carry through secured and encryption mechanism.   | Mandatory |  |  |  |
| 121 | The Image quality of the gray scale images shall be 8 bits/pixel (256 levels). The data formats and field definitions for storing, archiving, retrieving, processing, quality of images and MICR data at the Clearing House, Clearing House Interfaces as well as exchanging between institutions shall meet at the minimum the ANSI X9.90 and ANSI DSTU X9.90 Specifications for an Image Replacement Document (IRD), ANSI X9.37 and ANSI DSTU X9.37 Specifications for Electronic Exchange of Instrument and Image Data as well as the ANSI X9.81 Specifications for Bulk Image and Data Exchange. Further, the CTS offered shall adopt the above standards for the Indian environment. | Mandatory |  |  |  |

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| 122 | Security features to be built in conformity with PKI standards, encryption techniques and digital signatures. It shall have options to implement encryptions & digital signatures at Central level, file level and instrument level. Present requirement of RBI / NPCI states digital signatures on each and every Instrument.  | Mandatory |  |  |  |
| 123 | The system shall additionally conform to the Public Key Infrastructure (PKI) Requirements as prescribed by Institute of Development and Research in Banking Technology (IDRBT) and the latest version of the Certification Practice Statement (CPS). The bidder has to implement any other security standards adopted by RBI/NPCI/IDRBT in future without any additional cost to Bank | Mandatory |  |  |  |
| 124 | The CTS/ system shall provide for encryption both for data transfer and provide options for encryption based data storage (or any other manner to ensure that data stored cannot be subject to alteration at a later point of time and legally recognized as per the laws of the country).  | Mandatory |  |  |  |
| 125 | Shall have PKI based security at domain level and user level to ensure the integrity of the data and image.   | Mandatory |  |  |  |
| 126 | Should be capable of segregating and applying multiple digital signatures at CTS Level for presenting the captured files to the Clearing House Interface (CHI) /Data Exchange Model (DEM) for final presentation to RBI / NPCI for different clearing types.  | Mandatory |  |  |  |
| 127 | Provision to digitally sign the presentation files from the Sub-Member Banks end and system should have proper mechanism to validate the digital signature before uploading the files into CTS Solution.  | Mandatory |  |  |  |
| 128 | Support inter-operable open image standards and be capable of being viewed by any standard browser.   | Mandatory |  |  |  |
| 129 | All archived images should be compressed and properly viewable for history information retrieval (Single / Bulk entries both). Archival system will also be linked to internet for secure way of Archival access given to   | Mandatory |  |  |  |

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|     | the Sub-Member Banks as well.   |           |  |  |  |
| 130 | The entire Process workflow including backup, archival, restoration, old data query etc. must be possible through the menus of the application with flexibility in defining the new roles and user roles and access privileges to various modules (Grid wise).                  | Mandatory |  |  |  |
| 131 | Should allow deletions of images and data from batches through proper work class authority.   | Mandatory |  |  |  |
| 132 | Image should be easily retrievable by using the unique sequence no., Instrument no. with date, instrument amount, physical storage location no, respective grid region etc. (search based on various criteria).   | Mandatory |  |  |  |
| 133 | Should link the MICR data in the files created to the corresponding image.  | Mandatory |  |  |  |
| 134 | Images and data to meet the IQA/IQU and security specifications from RBI/ NPCI with proper image quality and in compression mode.   | Mandatory |  |  |  |
| 135 | Grid wise Reconciliation of RBI / NPCI Inward clearing data with the images received.   | Mandatory |  |  |  |
| 136 | Passwords must be kept encrypted into the database and should not be visible anytime on the screen or kept in plain text of configuration files. No hard coding of Application user password is allowed and the same may be changed periodically as per Bank's security policy. | Mandatory |  |  |  |
| 137 | Ensure that the image and the data record are synchronized in a way to prevent mismatch between Data record and image record.   | Mandatory |  |  |  |
| 138 | Image quality has to meet the standards at every stage that is in transmission, storage and retrieval from archives in toto.  | Mandatory |  |  |  |

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| 139 | System should be able to capture both front and back images of individual instruments as under:<br><br><ul style="list-style-type: none"> <li>• Front Gray scale- 100 DPI- JPEG format with JPEG compression.</li> <li>• Front black and white- 200 DPI TIFF Format with CCITT G4 compression.</li> <li>• Reverse Black and white 200 DPI TIFF Format with CCITT G4 compression.</li> <li>• Ultra Violet (UV) 100 DPI- JPEG format with JPEG compression</li> </ul> | Mandatory |  |  |  |
| 140 | Should allow changes in MICR data by all work-class and properly record and generate the MICR REPAIR FLAG as per latest Clearing House requirements.  | Mandatory |  |  |  |
| 141 | Track and monitor the sending and receiving items from the various points of truncation. Single window Dash boards for all clearing cycles should be available to track the transactions either processing at Bank level or Sub-Member Banks level.   | Mandatory |  |  |  |
| 142 | System should have web-based scanning application, which will be accessed from multiple terminals so that the application is not hardware dependent in times of hardware pc crash.  | Mandatory |  |  |  |
| 143 | The system should show as part of Inward Clearing front, back and data image on one half of the screen and the signatures retrieved from core banking, either as part of online interface or batch mode stored on this software, on the second half of the screen. Apart from signatures all other details viz. Mandate/mode, other master details to be provided.  | Mandatory |  |  |  |
| 144 | It should be possible to zoom a particular portion of the Screen (Cheque Image, Signature Image etc.).  | Mandatory |  |  |  |
| 145 | Proposed Solution should be compatible with all kinds of E tokens available in the market for Digital Signing the CTS instruments as per NPCI standards.  | Mandatory |  |  |  |
| 146 | It should be possible to upload signatures to the signature system from CBS and the software should fetch the signatures based on account number and rules set by the Bank.   | Mandatory |  |  |  |



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| 147 | Provision to set the default image in all queues depending upon Bank's requirement varies from time to time. There should not be limitation on changing default image view in all queues.  | Mandatory |  |  |  |
| 148 | It should have proper segregation of CTS, Non-CTS & Special Clearing instruments with priority set for NON-CTS & Special clearing instruments for early presentation depending on the clearing session time. Provision to convert the batches from CTS to Non-CTS, CTS to Special Clearing and Vice-versa should also be available through front end menu options. | Mandatory |  |  |  |
| 149 | System should have facility to allocate limits to the users for each type of transaction and over-riding of the limit with higher authority user.  | Mandatory |  |  |  |
| 150 | System should provide option to disable/enable maker-checker facility with one or two checkers for validation of each transaction.   | Mandatory |  |  |  |
| 151 | Dynamic parameter based screen inquiry to allow the user to input specific parameter and get the results they need   | Mandatory |  |  |  |
| 152 | The system should have provision for exception handling like Hold Back before dispatching the image to RBI / NPCI. Before day end, it should raise exceptions of such instruments present for the days clearing.   | Mandatory |  |  |  |
| 153 | Should be able to generate reports on frequent cheque returns for an account.  | Mandatory |  |  |  |
| 154 | It should be able to generate Cheque return memo as per Bank's format with optional feature to include image of the instrument, if desired. Provision to generate Return memo for Sub-Member Banks in specific format should also be available.  | Mandatory |  |  |  |
| 155 | Dashboard/graphical representation facility to supervisor to note the volumes and distribute the workload accordingly between users for both entry and verification.   | Mandatory |  |  |  |

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| 156 | The proposed solution should be single integrated solution for Inward Clearing / Signature Verification / Outward Clearing / Reject processing system for all the modules instead of multiple systems. The proposed solution for Sub- Member Banks can be the centralized solution (Online) and/or Off-line model depending on Bank's requirements.      | Mandatory |  |  |  |
| 157 | System should provide separate Admin Modules for System and User Admin functionalities.  | Mandatory |  |  |  |
| 158 | The software should be platform Independent.   | Mandatory |  |  |  |
| 159 | The software should be accessible from Client PCs with Win7 and above.   | Mandatory |  |  |  |
| 160 | The software should have User Defined Purging Parameters.  | Mandatory |  |  |  |
| 161 | Segregation of government cheques at the time of scanning.   | Mandatory |  |  |  |
| 162 | Option to mark batches specifically as P2F batches, NON CTS batches, special clearing batches, etc. should be available at the time scanning only.   | Mandatory |  |  |  |
| 163 | Highlight re-scanning of cheques in the same batch. It should also support deletion of cheques before scanning of batch is completed.  | Mandatory |  |  |  |
| 164 | All the relevant details viz., date of processing, branch chosen, batch no., scanner id, etc. should appear on screen at the time of scanning.   | Mandatory |  |  |  |
| 165 | System to generate unique batch no. across application for the processing date post completion of scanning of particular lot.  | Mandatory |  |  |  |
| 166 | Primary site & Secondary Site setups to be configured in auto-replication mode for data and images replication with Production site through the proposed solution. Solution should have capabilities for immediate switchover from Primary to Secondary Site (if any) or vice-versa during presentation session itself and without any kind of data loss | Mandatory |  |  |  |
| 167 | For outward clearing, parallel processing of all the cheques should be done viz., MICR data repair, cheque amount entry, deposit amount entry,   | Mandatory |  |  |  |

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|     | deposit account no. entry, etc.   |           |  |  |  |
| 168 | For processing inward clearing, the work should be divided on the basis of configurable values e.g. Payer city or BOFD wise grouping to optimally distribute work.  | Mandatory |  |  |  |
| 169 | Image should be easily retrievable by using the unique sequence no, instrument no. within range of date, physical storage location no., etc. (search based on various criteria)   | Mandatory |  |  |  |
| 170 | Menus to be available in system to release user-ids, unlock, delete/un-delete, activate new or expired ids, reset password. Whenever user login through Application user, system should ask user                                | Mandatory |  |  |  |
| 171 | Configurable limit for user's password attempts and beyond limit, only Admin or IT Users should be able to reset the user's id password as per authorisation rights provided to them  | Mandatory |  |  |  |
| 172 | Provision to release queues, locked sessions and to monitor the all running jobs at system as well as user's level.   | Mandatory |  |  |  |
| 173 | All data / Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's consent.  | Mandatory |  |  |  |
| 174 | Provision for Screen layout changes and use of preferred/standard screen color as per Bank's requirement.   | Optional  |  |  |  |
| 175 | System should handle future date processing so that processing and presentment can be conducted on specific presentment date.   | Mandatory |  |  |  |
| 176 | System should have capability to read Entire / complete MICR Band values available on Cheque and use the MICR results for further processing and presentment.   | Mandatory |  |  |  |
| 177 | Provision for revert reject of the Instruments as per user's requirement.   | Optional  |  |  |  |
| 178 | Provision for Automatic reports generation, storing at specified location and transmission as per active rules. Provision for Automatic reports generation, storing at specified location and transmission as per active rules. | Optional  |  |  |  |

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| 179 | Provision for Inter-operability of Grid Clearing from one grid to other at any point of time.   | Optional |  |  |  |
| 180 | Based on this unique sequence number system should throw up exceptions for any instruments presented more than once / on any previous date, for approval and processing further, on the current processing date.  | Optional |  |  |  |
| 181 | Solution should be capable of integrating with the Cheque Deposit Kiosk (CDK) and Remote Deposit Capture (RDC) for automatic pickup of scanned instruments/batches at regular interval. It should also maintain unique identification for these remote scanning machines for proper identification and smooth processing.   | Optional |  |  |  |
| 182 | Provision for activating MICR line OCR and validation with the system data for Outward and Inward clearing instruments. System should have facility to display the System records and OCR results in separate queues for inward and outward clearing along with cheque image for data corrections and for enriching data quality before presentment and processing to Core Banking Systems. | Optional |  |  |  |
| 183 | System should have provision to create messages (SMS) for handling return   | Optional |  |  |  |
| 184 | The CTS Software Inward Module should contain all the technical & functional validation checks needed by Bank's workflow/ processes aided by ICR/ OCR technologies.<br>Eg.<br>• Account Capture & validation<br>• Instrument Date Capture & Validation<br>• Amount in words & figures Capture & Validation<br>• Signature Validation Etc.   | Optional |  |  |  |
| 185 | System should be capable for prompting, in case digital signature is missing in inward files or Bank's Clients files.   | Optional |  |  |  |
| 186 | System should have proper validation during SOD and EOD Activities for the open files / logged in Session and menu driven provision to kill the running session without affecting Application.  | Optional |  |  |  |

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|-----|---|-----------|--|--|--|
| 187 | Integration with various models/makes of Cheque Scanners to show the cartridge utilization of Cheque Scanners as prompt alert for refilling or replacement of Ink cartridge.  | Optional  |  |  |  |
| 188 | Provision to integrate all available CTS Cheque Scanners within the Bank by listing in single dashboard and displaying their Active/Offline status.   | Optional  |  |  |  |
| 189 | The operating system should have features like multi-tasking, multi-user support, timesharing, dynamic memory management, I/O spooling, multi-level security, system logging, error analysis and recovery. Other features like hardware diagnostic tools, system performance management and tuning, accounting routines and system monitoring software must be available.   | Mandatory |  |  |  |
| 190 | The Solution should work using low bandwidth and high latency. The solution should work seamlessly in VSAT/LL Branches of Bank.   | Mandatory |  |  |  |
| 191 | The CTS Software shall have a front-end interface, which will be used, as a single interface for communicating with the Clearing House and the various branches. This interface shall be available for deployment in a Local Area Network (LAN) or a Wide Area Network (WAN) based network wherein the clients can communicate for transfer of single and / or multiple and/or groups and / or file(s) of images and MICR data to the server. | Mandatory |  |  |  |
| 192 | It may be noted that Images and / or MICR data is required to be stored online on CTS System. The scanned/captured Images and / or MICR data are required to be deleted immediately after successful transmission to the CTS System. In case of failure/error during images/data transmission during online transmission, retransmitting provision should be available in CTS System.   | Mandatory |  |  |  |
| 193 | CTS System will be connected to centralized storage and all images after capturing at the Branches /Service Branches/CCUs / RPU's / Client Locations should be stored and also should have capability to extract these from a   | Mandatory |  |  |  |

|     |   |           |  |  |  |
|-----|---|-----------|--|--|--|
|     | central storage point.  |           |  |  |  |
| 194 | The CTS software shall have the facilities to view the front and reverse of images of individual instruments for passing of Instrument along with the MICR information using any standard browser interface. Various features for manipulation of images like reverse video, zoom, black and white views etc. shall be provided in the CTS.   | Mandatory |  |  |  |
| 195 | The DEM/CCH system shall integrate the return processing process with the browser application at the user terminal and the return process shall be automated after the user has taken the decision not to honor the Instrument.   | Mandatory |  |  |  |
| 196 | The CTS shall provide for ensuring that the images are of the quality that facilitates payment processing at the drawee bank / branch. The facilities to identify any image which may not have been fully captured or fully transmitted or having any potential weak spots shall be an integral part of CTS/ the system.  | Mandatory |  |  |  |
| 197 | The CTS shall provide and support for extracting various parts of the image like CAR, LAR, Date, Payee Name, bank Name, Signature to facilitate Application Programming Interface to third party Software to do ICR, OCR and signature verification.  | Mandatory |  |  |  |
| 198 | The Signature Verification application shall provide facilities to authorized user/authorizer to visually verify the signatures from the images of the Instrument to the signature database stored in the data server. It shall also provide facilities for other authentication steps to be performed along with signature rule matrix, Legal amount and courtesy amount matches, post-dated Instrument before the item is accepted for payment or returned. | Mandatory |  |  |  |

|     |  |           |  |  |  |
|-----|--|-----------|--|--|--|
| 199 | Each image and the corresponding MICR Line data shall be digitally signed using a digital signature (with instrument and file level options for encryptions and digital signature) which is valid under the Information Technology Act, 2000 and which conforms to the requirements of the respective Certification Authority (CA). Currently, the Institute for Development and Research in Banking Technology (IDRBT), Hyderabad performs the CA functions for the banking and financial sector. | Mandatory |  |  |  |
| 200 | The proposed CTS Solution should have industry level application security standards based on OWASP Framework.  | Mandatory |  |  |  |
| 201 | The information transmission would be in a secure manner between the Clearing House and service branches of banks via the Intranet or any other communication set-up as provided by Bank.  | Mandatory |  |  |  |

### **Beginning of Day / End of Day (BOD/EOD) activity**

The requirement should be defined clearly with the timing taken for each activity with flow chart of type of activity performed at each stage.

## **5.2 Technological Standards**

### **Volume Handling**

The solution should provide the scalability to absorb future expansion of processing capabilities, at least to the extent of double the projected volume. The processing may vary across the centres depending upon transaction loads and spread of bank/branch. However, the present average projected volume of number of instruments per day (both Inward and Outward) for the bank as a whole is as under:

| <b>Grid</b> | <b>Average Inward Volume</b> | <b>Average Outward Volume</b> |
|-------------|------------------------------|-------------------------------|
| Western     | 45000                        | 40000                         |
| Northern    | 26500                        | 23500                         |
| Southern    | 13250                        | 11750                         |

### **Imaging**

The images captured by CTS/the system should be clear and free of any distortions. The images & data captured by CTS/ system should be available on line for a period decided by Bank. Thereafter there should be provision to transfer the same to a backup media (DAT, CD-ROM etc.). The software/hardware should have the capability to locate and make available any images with associated data in print/display form either from the online data or from backup media by specifying any one or more combination of input parameters. It should have the usual features of Zoom; reverse video, rotation etc. during reject repair as well in the Archival. Following images should be captured at the time of prime pass / scan.

| <b>Image Type</b>     | <b>Minimum DPI</b> | <b>Format / Standard</b> | <b>Compression</b> |
|-----------------------|--------------------|--------------------------|--------------------|
| Front Gray scale      | 100 DPI            | JPEG                     | JPEG               |
| Front Black & White   | 200 DPI            | TIFF 6.0                 | CCITT G4           |
| Reverse Black & White | 200 DPI            | TIFF 6.0                 | CCITT G4           |
| Ultra Violet (UV)     | 100 DPI            | JPEG                     | JPEG               |

## **5.3 NETWORKING**

Bank will provide switch, router, firewall and Bandwidth from Banks Primary Site and Secondary Site to NPCI. Vendor have to provide cabling and racks with specification as under:

1. Proposed rack should be a 42 U rack with dimension- 600\*1000.
2. Proposed rack should have power strips of 5/15 amp with redundancy with 14 power sockets, On/Off switch, Lamp and Fuse.
3. Proposed rack should have rack fan.
4. Proposed rack should have wheels at the bottom.
5. Both doors of the rack should have lock & key.
6. Proposed rack should be in black color.
7. Side rack panels should be removable using key for the rack.
8. Proposed rack should have 2 metal plates.



9. Proposed rack should have split doors at back.
10. The bidder/vendor has to provide Top of Rack (TOR) switches with redundancy (to avoid single point of failure) and install the same in the proposed Server Rack.
11. The bidder/vendor has to provide required number of standard CAT-6 Patch chords without hand crimping and carry out redundant LAN cabling between TOR Switches and Servers/other H/W.

## **PART-VI**

### **6.0 ORDER DETAILS**

The purchase order will be placed by Department of Information Technology, Central Office in the name of selected bidder(s) as per requirement. Acceptance of the Purchase Order should be conveyed within 7 days of issuance of PO. The Purchase Order would be deemed to have been accepted if the PO acceptance is not received within 7 days from the date of PO.

### **6.1 PAYMENT TERMS**

- No advance payment will be made.
- Bank will pay the charges monthly in arrears after deducting the penalty based on the no. of instruments processed successfully to NPCI. Bidder need to submit the count of processed instruments on daily basis with invoice which is to be submitted on monthly basis.
- The Successful Bidder shall be solely liable for the payment of all the past, present and future taxes i.e. GST (CGST/SGST/IGST), fines and penalties by whatever name called, as may become due and payable in relation to the Services.
- Bidder need to submit the separate invoices for each grid on monthly basis at Service branches handling the respective grid. Payment will be released by respective grids. Bidder need to submit details of instruments processed by centre /branch wise.
- Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the CENTRAL BANK OF INDIA at its sole discretion adjudge.
- Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- Payment for the Services will be made on Monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

- Along with the monthly report, the bidder has to submit a confirmation letter from each grid on the number of instruments handled.
- The invoice should be generated and raised by vendor on monthly basis on 1st day of month using below formula. The report of instruments handled during previous month (as on 1st day of the relevant month) should be attached with the bill:  
*Total Bill Amount for the Month of <01/MM/YYYY — 31/MM/YYYY > = No of Total instruments processed successfully by NPCI \* <Per instrument Cost> (Billing Amount will be rounded off to nearest rupees).*
- **Note:** No other payment due to any reason (including H/W, S/W, Third Party Utility, Tools, Service Charge etc...) or purpose will be paid by Bank. Bank will pay only per instrument service usage charge as specified above.
- Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties, inter-connect charges or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo motto.

## 6.2 PAYING AUTHORITY

The payment will be made by Service Branches handling the respective CTS Grids as per the payment scheduled defined herein above. Payment will be released on Monthly Basis in arrears after deducting any penalty, if applicable.

## 6.3 Performance Bank Guarantee

The Bank wish to award this project to the selected bidder for a period of **5 (Five) years**. Hence, the successful bidder shall be required to provide a Bank Guarantee for **3% ( as of now, which may increase /Decrease as per Government Guidelines from time-to-time during the project period) of the TCO** for the entire contract period of 5 years issued by any scheduled commercial bank (other than CENTRAL BANK OF INDIA) valid for **72 months (60+12 months claim period)**, from the date of acceptance of Purchase Order (PO), indemnifying any loss to the Bank, as per the format of **Annexure-9**. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the successful bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of

the Liquidated Damaged.

## 6.4 SERVICE LEVEL AGREEMENT (SLA)

With in Twenty One (21) days of Acceptance of the Letter of Intent (LOI), the Selected Bidder shall sign and date the SLA designed by the Bank and return it to the Bank. The Performance Bank Guarantee needs also to be submitted on or before the execution of the SLA. The SLA will include the terms/conditions as in RFP. It is reiterated that the SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

6.4.1 The bidder shall perform its obligations under the service level agreement entered into with the Bank.

6.4.2 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

6.4.3 If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.

6.4.4 SLA violation will attract penalties as mentioned in the penalty clause.

The selected bidder shall ensure uptime (to be calculated on monthly basis) as per penalty clause 6.5. In case the selected bidder fails to maintain the uptime, Bank reserves the right to impose / waive.

6.4.5 The Bank may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder in its hands (which includes the Bank's right to claim such amount against bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.

## 6.5 PENALTY

Since installation of the proposed product would be a critical solution for our customer services and the Bank expects the product will have a high uptime (**of 99.95% computed on monthly basis**) and availability for branches and controlling offices to use the system during regular business hours and for performing regular maintenance activities at Primary Site or Secondary site. The bidder should ensure that any major issue or problem reported should be resolved at the earliest so that there is no operational issue faced by the bank. Any degradation from the agreed uptime shall invite penalties as detailed in the RFP.

The Bidder shall be liable for penalties for uptime maintained below 99.95% in a month. Penalties for downtime of application will be as per below mentioned table:

| Level of Uptime Per Month                | Penalty Charges             |
|--|-----------------------------|
| 99.95% and above                         | No Penalty                  |
| 98% and above but below 99.95 %          | 5% of total monthly payout  |
|  |                             |
| 97% and above but below 98% <sup>s</sup> | 6% of total monthly payout  |
| 96% and above but below 97%              | 7% of total monthly payout  |
| 95% and above but below 96%              | 8% of total monthly payout  |
| 94% and above but below 95%              | 9% of total monthly payout  |
| 90% and above but below 94%              | 10% of total monthly payout |
| 50% and above but below 90%              | 20% of total monthly payout |
| Below 50%                                | No payment                  |

*Uptime is calculated by using the below formula:*

*$\{(Total\ number\ of\ hours\ in\ the\ month - total\ number\ of\ hours\ of\ downtime\ in\ the\ month) / Total\ number\ of\ hours\ in\ the\ month\} * 100$*

Apart from above, if any financial/reputational losses or damages are suffered to Bank due the selected bidder or its employees engaged directly or indirectly or due to the lapses of the System Security will be borne by the bidder in toto. Further, Bank will also impose the appropriate penalty on the bidder for such incidents.

Penalty is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment. No payment will be made for the instrument that is not processed.

- Bidder will provide on-site support for addressing Software/application/Hardware related issues..
- The new releases (minor / major), versions, bug fixes etc. for the system software will be supplied to the Bank at no extra charge, with necessary documentation.
- The Bidders should submit a list of support center addresses, contact person & the resolution /response matrix for these locations.

**Reports:-** Reports of availability, performance, incident of CTS solutions if any, shall be submitted on monthly basis to Bank. Quarterly review shall be conducted for all Service Level requirements.

**Availability and Uptime (Solution Uptime):**

The vendor shall ensure that a minimum **99.95% uptime** will be maintained for all the proposed solution calculated on a monthly basis. Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the vendor or from the retention money at the end of contract period.

The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and performance bank guarantee may be revoked.

**6.6 LIQUIDATED DAMAGE (LD)**

Notwithstanding the Bank's right to cancel the order, liquidated damages **at 0.5% (Half Percent)** of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule i.e. **20 weeks including 8 week for Hardware delivery and 2 week for installation of Hardware** from the date of Acceptance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject **to a maximum of 10% of the total project cost**. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated on per week basis.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. Bank may invoke the Bank Guarantee for further delay in start of the services.

**If the LD reaches the maximum, the Bank will be at liberty to terminate the contract and invoke all BGs. As per Law, GST will be charged as per prevailing rates on LD charges, Penalties and the same will be recovered from the Bidder.**

## 6.7 FORCE MAJEURE

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

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

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. The decision regarding whether a particular event as informed by the vendor being a force majeure event, should be regarded as a force majeure event, shall be solely the decision of the bank.

## 6.8 CONTRACT PERIOD:

The tenure of the Contract will be for a **period of 5 (Five) years** effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving **90 days** prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of **initial period of 5 (Five) years**, the contract may be extended/renewed for further period on such terms and conditions as would be decided by the Bank.

The performance of the selected 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 selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

## 6.9 COMPLETENESS OF THE PROJECT

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

## 6.10 ORDER CANCELLATION

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.

- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

## 6.11 INDEMNITY

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities. Selected Bidder is required to furnish a separate Letter of Indemnity at the time of submission of Bid in the format given in Annexure 22. in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

## 6.12 PUBLICITY

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

## 6.13 PRIVACY & SECURITY SAFEGUARDS

The selected 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 selected bidder under this contract or existing at any Bank location. The Selected 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 Selected 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 selected bidder under this contract or existing at any Bank location.

#### 6.14 TECHNOLOGICAL ADVANCEMENTS

The Selected 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.

#### 6.15 GUARANTEES

Selected bidder should guarantee that all the materials are deemed suitable for the delivery and management of **Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)**. **All the Hardware and Software must be supplied along with written undertaking stating that HW/SW supplied are as per requirement and cater the CTS solution.**

#### 6.16 RESOLUTION OF DISPUTES

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

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

6.16.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by selected Vendor and Bank, the Bank and Selected Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

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

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

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

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

## 6.17 EXIT OPTION AND CONTRACT RE-NEGOTIATION

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 21 days of acceptance of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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 Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to

such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

Procurement of such equipment would be accordance to provision of Make in India , provision of land border sharing countries complying with the provisions applicable for start -ups being MSEs and also start ups not being MSEs.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

## 6.18 CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors 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 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.

## 6.19 TERMINATION

CENTRAL BANK OF INDIA reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, CENTRAL BANK OF INDIA reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CENTRAL BANK OF INDIA reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CENTRAL BANK OF INDIA may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) CENTRAL BANK OF INDIA reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

## 6.20 TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## 6.21 TERMINATION FOR DEFAULT

CENTRAL BANK OF INDIA, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.

## 6.22 TERMINATION FOR CONVENIENCE

The Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever.

## 6.23 EFFECT OF TERMINATION

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], CENTRAL BANK OF INDIA 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 Vendor has to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by CENTRAL BANK OF INDIA, the Vendor herein has to provide all such assistance to the next successor Bidder or any other person as may be required and as CENTRAL BANK OF INDIA 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, enforce the Letter of Indemnity 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.

## 6.24 APPLICABLE LAW & JURISDICTION OF COURT

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

## 6.25 LIMITATION OF LIABILITY

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

This limit shall not apply to third party claims for

- b. IP Infringement indemnity.
- c. Bodily injury (including Death) and damage to real property and tangible property caused by negligence, fraud or misrepresentation by Bidder/s or any of his/its employees/representatives.
- d. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

## 6.26 COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of IT act in anyway or any other legal provisions relating to such products or services in India.

## 6.27 NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS

In case the Successful Bidder has any other business relationship with CENTRAL BANK OF INDIA, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, CENTRAL BANK OF INDIA shall have such rights against the Successful bidder.

## 6.28 BANKS RIGHT

Bank reserves the sole right to itself for including any addendum to this entire bid process. The bidder shall not claim as a right for requiring Bank to do the aforesaid.

## 6.29 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 vendors / 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:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. 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.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.



- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- h. IEM's task shall be to review-independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- i. IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
- j. Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of the meeting.
- k. All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure -10 for strict compliance.

The following Independent External Monitor (IEM) has been appointed by CENTRAL BANK OF INDIA, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact, whose name and E-mail ID are as follows:.

Sri Trivikram Nath Tiwari Mail: trivikramnt@yahoo.co.in

## 6.30 NON-DISCLOSURE

By virtue of RFP process and subsequent Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the 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 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. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the 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.

- c. That if the 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 under the Contract to another person, it shall cause its assignee or delegate to be 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.
- d. That the bidder will strictly maintain the secrecy of Bank's data.
- e. Bidder has to submit Non-disclosure Agreement format given as Annexure-21.

### 6.31 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 through Banks website.

Any such corrigendum shall be deemed to be incorporated into this RFP. Corrigendum shall be deemed to have been notified to all the bidders, not aware of such corrigendum shall not be entertained.

### 6.32 OEM AUTHORISATION

In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

### 6.33 ADHERENCE OF CYBER SECUIRTY POLICY

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

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

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



## 6.34 SOFTWARE REQUIREMENT SPECIFICATIONS (SRS)

Successful bidder will have to carry out a Software Requirement Specifications (SRS) gathering soon after award and contract signing. The SRS document, to be mutually agreed and signed off, will cover the scope of work to be delivered (for the applications offered) for go-live. The bidder's offer should include the cost for this one time customisation in their offer. All other requirements not covered in the SRS document shall be treated as additional customisation and chargeable extra. However, all regulatory changes requested by RBI and Ministry of Finance, shall be carried out at no extra cost. For all customisation, bidder must clearly specify man-day charges, warranty offered for these, applicable AMC charges and the payment terms. .

If any requirement will be given additional time line on mutually agreed term.

## 6.35 Remote Access:

Any type of remote access will not be allowed outside Banks Network.

## **PART –VII**

### **7.0 E-Tendering**

#### **7.1 Instructions to Bidders – e tendering**

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details in 7.2 below.

#### **7.2. Registration Process for Bidders**

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

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

|  |  |
|--|--|
| Bid Submission Mode.   | <a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a><br>Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)  |
| Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries. | e-Procurement Technologies Limited<br>Technical Support Team<br>Mr. Sujith Nair: 079 68136857 <a href="mailto:sujith@eptl.in">sujith@eptl.in</a><br>Ms. Geeta : 079 90334460<br><a href="mailto:geeta@auctiontiger.net">geeta@auctiontiger.net</a><br>Ms.Khushboo : 09510813528<br><a href="mailto:khushboo.mehta@eptl.in">khushboo.mehta@eptl.in</a><br>Mr. Jainam : 079 68136852 <a href="mailto:jainam@eptl.in">jainam@eptl.in</a><br>Ms. Pooja : 09328931942<br><a href="mailto:pooja.shah@eptl.in">pooja.shah@eptl.in</a><br>Ms. Komal : 07904407997 <a href="mailto:komal.d@eptl.in">komal.d@eptl.in</a><br>Mobile Numbers: +91-9904407997  9081000427 |

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

advance with support team to avoid last minute rush.

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

### **Preparation & Submission of Bids**

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

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

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

### **Terms & Conditions of Online Submission**

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the

necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.

8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.3.3 Recommended Hardware and Internet Connectivity**

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

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

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

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

### **7.3.4 Online viewing of Detailed Notice Inviting Tenders**

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

### 7.3.6 Online Submission of Tender

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

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

#### Notes:

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

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

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in 7.2 above.

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

### 7.3.7 Close for Bidding:

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

### 7.3.8 Online Final Confirmation:

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

completion

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

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

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

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

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

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

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

## PART-VIII

**8.0 LAND BORDER SHARING CLAUSE**

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

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or 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 persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. 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 judicial person, has a controlling ownership interest or who exercises control through other means.

**Explanation –**

- a. "Controlling ownership interests" means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has



ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An agent is a person employed to do any lawful act for another, or to represent another in dealings with third persons.

## 9.0 PREFERENCE TO MAKE IN INDIA

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

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

The salient features of the aforesaid Order are as under:

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

### Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020

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

#### **9.1 Procedure for Preference to Make in India:**

**It will be a multi bidder RFP in which order will be divided into two bidders.**

The selection will be made as per criteria for award of contract among two bidders in accordance with the criteria laid down by bank and as per procedures laid down in public procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) issued by GOI particularly the provisions of sub para (c) and (d) of para 3(B) of the said order. Relevant provisions of sub para (c) and (d) of para – 3(B) of the said order are as follows:-

(c) If 'Class I Local suppliers qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I Local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

(d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity. An opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- i. Among all qualified bids, the lowest bid will be termed as L1.

- ii. If L1 is class – I local supplier, the order will be divided in two bidders L1 & next class I bidders falling within Margin of purchase and ready to match the L1 price in \_\_\_\_ : \_\_\_\_ ratio. In case of non-availability of other class I bidders, order will be awarded to lowest class II local supplier who agrees to match the price of L1.
- iii. If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the remaining 50 % of the order quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly.
- iv. If L1 is not a 'Class-I local supplier' and none of the class – I local supplier falls under 20% margin with L1, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- v. In case, no 'class – I local supplier' qualifies for the award, 50 % contract will be awarded to L1 and remaining 50% contract will be awarded to next higher qualified bidder subject to matching the price with L1.

ANNEXURE – 1(Tender offer forwarding letter)

Tender Reference No.: CO:DIT:PUR:2021-22:

Date: / /2021

To,

Asstt. General Manager – CBS,  
CENTRAL BANK OF INDIA of India,  
Dept. of Information Technology, 1st Floor,  
Plot No.26, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614

Dear Sir,

Sub: RFP for Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) vide RFP Ref No.: CO:DIT:PUR:2021-22:330 Dated 22-06-2021.

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)** and will be Providing Services 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 the project for **the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)** and Provide Services as per your purchase orders.

In the event of our selection by the Bank for undertaking the project for **Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)**, we will submit a Performance Bank Guarantee for a sum equivalent to 3% **(as of now, which may increase /Decrease as per Government Guidelines from time-to-time during the project period)** of the TCO to be valid for a period of **60 months + claim period of 12 month after expiry of the period of Bank Guarantee i.e. 72 months** in favour of CENTRAL BANK OF INDIA effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 365 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by The Bank any time before expiry of 365 days.

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

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last three years and also at the time of bid submission.

We enclose the following Demand Drafts/ NEFT Receipt/Bank Guarantees:

1. DD No./ NEFT Receipt \_\_\_\_\_dated\_\_\_\_\_for Rs. 30,000/- (Rupees Thirty Thousand Only) as Cost of RFP Document &
2. BG No.\_\_\_\_\_dated\_\_\_\_\_for Rs. 60, 00, 000/- (Rupees Sixty Lacs only) as EMD.

Dated this    day of \_\_\_\_\_2021.

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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

**ANNEXURE – 2****General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s

**B. Financial Position of Bidder for the last three financial years**

|                  | 2017-18 | 2018-19 | 2019-20 |
|------------------|---------|---------|---------|
| Net Worth        |         |         |         |
| Turnover         |         |         |         |
| Profit after Tax |         |         |         |

N.B. Enclose copies of Audited Balance Sheets along with enclosures

**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches
  - In PSU banks
  - In non-PSU banks

Details of Experience in Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model:

| PSU Organization / BFSI |        |    |
|-------------------------|--------|----|
| Name of Organization    | Period |    |
|                         | From   | To |
|                         |        |    |
|                         |        |    |

N.B. Enclose copies of Purchase Orders as references

Place:

Date:

Signature of Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

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

ANNEXURE – 3DECLARATION-CUM-UNDERTAKING

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

To  
 Asstt. General Manager – CBS,  
 CENTRAL BANK OF INDIA of India,  
 Dept. of Information Technology, 1<sup>st</sup> Floor,  
 Plot No.26, Sector 11,  
 CBD Belapur, Navi Mumbai - 400 614

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, Maharashtra, India. (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, Bye-Laws, Guidelines, Notifications etc.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Place:

For M/s. ....

.....

[Seal and Signature(s) of the Authorised Signatory (s)]

## Annexure- 4

**Eligibility Criteria Compliance**

| Sl. No. | Eligibility Criteria   | Document to be Submitted   |
|---------|--|--|
| 1       | Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 3 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where   | Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder should be submitted.  |
| 2       | The Bidder submitting the offer should have a minimal annual business turnover of <b>at least Rs. 25 Crores</b> in each of the last three financial years as per the audited balance sheet available at the time of submission of tender ( <b>i.e. 2017-18, 2018-19 &amp; 2019- 20</b> ). This must be individual company turnover and not that of any group of companies. | Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019- 20 are to be submitted.  |
| 3       | The Bidder should be a profit making company and should have earned Net profit in atleast two (2) financial years out of the preceding 3 Financial Years (i.e. 2017-18, 2018-19 & 2019- 20).   | Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019- 20 are to be submitted.  |
| 4.      | The applicant bidder should <b>have positive net worth</b> in each of the last three financial years i.e. 2017-18, 2018-19 & 2019-20.  | <p>Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years, i.e., 2017-18, 2018-19 &amp; 2019-20 are to be submitted.</p> <p>The CA Certificate should be in conformity with the Audited Balance Sheet submitted by the Bidder.</p> |



| Sl. No. | Eligibility Criteria   | Document to be Submitted   |
|---------|--|--|
| 5       | The Bidder/OSD should have been in the business of providing services, development, implementation and maintenance of Cheque Truncation System (CTS) solution for <b>at least three (3) Years</b> as on RFP date.  | Work Order/Purchase copies/ Certificate of Satisfactory performance of the respective Banks is to be submitted.  |
| 6       | The bidder should be an Original Solution Developer (OSD)/ Original Equipment Manufacturer (OEM) of the proposed centralized CTS Solution or its authorized representative/ Partner in India.  | A self-declaration in this regard is to be submitted by Original Solution Developer (OSD) on company letter head stating they are the OSD for the proposed CTS solution.<br><br>In case of authorized representative, MAF need to be submitted by the Bidder.  |
| 7.      | The Bidder/OSD must have successfully implemented CTS application Software in one (1) Scheduled Commercial Bank and should be handling daily average volume (Annual average in the last 12 months) of minimum 2 lakh (Two Lakh) Cheque Transactions including both inward & outward instruments processed spread over one or more grids. | Certificate from Bank giving information regarding (i) Name of Banks, (ii) Per day processing volumes in each of the Banks, along with Purchase Order/ Satisfactory Report from Banks needs to be submitted. Following details should also be provided: Name of the organization, Location Name, phone number & e-mail ID of contact person of the organization. |
| 8       | The Bidder/OSD should have experience in interfacing CTS solution with multiple Sub-Member Banks.  | Self- Declaration giving name of Bank/s with which interface has been done and copy of Letter from relevant Sponsored Banks to be submitted.   |
| 9       | The Bidder should submit a compliance certificate stating that their solution meets the functionalities / capabilities as stipulated by RBI/NPCI and Scope of Work mentioned in RFP Document.  | A self-declaration to that effect to be submitted by the bidder.   |
| 10      | The Bidder shall be ISO 9001-2015, ISO 27001-2013 certified company.   | Copy of Certificates to be submitted.  |

| Sl. No. | Eligibility Criteria   | Document to be Submitted  |
|---------|--|---|
| 11.     | CTS Solution infrastructure (including DEM Active-Active Mode) shall be installed at Banks Data Centre Mumbai and for DR, Banks DR center located at Hyderabad (including DEM Active-Active Mode ).    | Copy of NPCI certification Required.  |
| 12      | Bidder should not have been declared as NPA by any of the financial institutions in India in the last two years.   | An undertaking to this effect must be submitted on their letterhead.  |
| 13      | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority  | Certified copy of the registration certificate should be submitted.   |
| 14      | The bidder should have minimum 3 three support centers at minimum Delhi, Mumbai and Chennai cities of India including at least one in the North-East either own or franchisees.                        | Submit the self-declaration on Company's letter head with address locations and contact numbers.  |
| 15.     | As per preference to Make in India Only class-I and class-II local suppliers are eligible to bid. Please refer point no 9 & 10.  | Required certificates as per eligibility should be submitted.   |
| 16      | Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business.   | Copy of relevant Documents to be submitted  |
| 17      | The Bidder/OSD should not have been blacklisted by IBA/RBI/ Government / Public Sector undertakings or any regulatory body during the last three years and the said disability should not be in force. | Self-declaration letter / Confirmation letter to this effect from the participating Bidder & OSD on their official letter head duly signed by the authorized signatory are to be submitted. |

ANNEXURE – 5

**Techno-Functional Requirements**

**As per Section 5.1, 5.2 and 5.3**

**ANNEXURE - 6****Format of Bank Guarantee (EMD)**

To,  
 The Assistant General Manager -CBS,  
 DIT, 1<sup>st</sup> Floor  
 CENTRAL BANK OF INDIA,  
 Sector-11 CBD Belapur,  
 Navi Mumbai – 400614.

Dear Sir,

Sub: RFP for the Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) vide RFP Ref No.: CO: DIT: PUR:2021-22:330 Dated: 22-06-2021

In response to your invitation to respond to your RFP for Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) , M/s

\_\_\_\_\_having their registered office at\_\_\_\_\_hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our Head Office \_hereby irrevocably guarantee an amount of Rs. 60 Lacs (Rupees Sixty Lacs Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 60 Lacs only (Rupees Sixty Lacs Only).
2. This Bank guarantee will be valid up to\_\_\_\_\_; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_ (date of one year after from the date of validity of the B.G. be mentioned here).

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

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

**ANNEXURE - 7****COMMERCIAL BID FORMAT**

| Sl. No. | Item Description  | Unit Base Rate Per Instrument | Quantity for 5 Years | Total Cost# |
|---------|---|-------------------------------|----------------------|-------------|
|         |   | A                             | B                    | C=A*B       |
| 1       | Per instrument Cost of processing Outward & Inward clearing cheques including returns |                               | 28,70,00,000         |             |
|         | Total Cost of Ownership (TCO)   |                               |                      |             |

# Inclusive of all Taxes except GST, which will be paid on actual basis.

**Note:**

- The above cost is inclusive of Enterprise license of Centralized Multi grid CTS Solution & other licenses including third party software licenses & Database required for the solution, Installation, Implementation, Maintenance, Customization, UAT, Migration, Up gradation, Training, Facility Management resources for 24x7 onsite support (covering Primary site , Secondary Site and UAT setup).
- The above volumes of five years are indicative only to arrive at the TCO. Payment will be based on actual instruments processed on monthly basis.
- The unit rates are freezed for a period of 5 years.
- The bidder has to quote the above prices in Indian rupees only, excluding taxes. Applicable taxes are payable extra at actuals.
- The prices should be inclusive of all taxes and Excluding GST (CGST/SGST/IGST). GST will be payable by bank at actuals applicable at the time of invoicing.
- Payment will be made based on the instruments processed successfully to NPCI on monthly basis.
- The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement.
- L1 status is determined based on 'GRAND TOTAL'.
- Even though the proposed solution is on OPEX Model( Captive) , the Vendor need to obtain insurance cover and furnish a copy of Insurance policy document obtained for the Hardware installed at Primary Site at Mumbai & Secondary Site at Hyderabad to the Bank from time to time on each renewal of the insurance during the project period. The cost of the same is included in TCO.
- The prices quoted should also include charges towards freight, forwarding, and delivery, and installation, transit insurance charges till installation, and configuration / reconfiguration and commissioning of CTS solution.

Place

Authorised Signatory

Date

Name  
Designation

**MASKED COMMERCIAL BID FORMAT**

| Sl. No. | Item Description   | Unit Base Rate Per Instrument | Quantity for 5 Years | Total Cost# |
|---------|--|-------------------------------|----------------------|-------------|
|         |  | A                             | B                    | C=A*B       |
| 1       | Cost of processing Outward & Inward clearing cheques including returns |                               | 28,70,00,000         |             |
|         | Total Cost of Ownership (TCO)  |                               |                      |             |

# Inclusive of all Taxes except GST, which will be paid on actual basis.

**Note:**

- The above cost is inclusive of Enterprise license of Centralized Multi grid CTS Solution & other licenses including third party software licenses & Database required for the solution, Installation, Implementation, Maintenance, Customization, UAT, Migration, Up gradation, Training, Facility Management resources for 24x7 onsite support (covering Primary site , Secondary Site and UAT setup).
- The above volumes of five years are indicative only to arrive at the TCO . Payment will be based on actual instruments processed on monthly basis.
- The unit rates are freezed for a period of 5 years.
- The bidder has to quote the above prices in Indian rupees only, excluding taxes. Applicable taxes are payable extra at actuals at the time of resultant billing.
- The prices should be inclusive of all taxes and Excluding GST (CGST/SGST/IGST). GST will be payable by bank at actuals applicable at the time of invoicing.
- Payment will be made based on the instruments processed successfully to NPCI on monthly basis.
- The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement.
- L1** status is determined based on 'GRAND TOTAL'.
- Even though the proposed solution is on OPEX Model( Captive) , the Vendor need to obtain insurance cover and furnish a copy of Insurance policy document obtained for the Hardware installed at Primary Site at Mumbai & Secondary Site at Hyderabad to the Bank from time to time on each renewal of the insurance during the project period. The cost of the same is included in TCO.
- The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, configuration/ reconfiguration and commissioning of CTS solution.

Place

Authorized Signatory

Date

Name  
Designation

ANNEXURE – 9PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Central office at Chander Mukhi, Narimanpoint, Mumbai (hereinafter called "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no. ....dated ..... issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs....(Rupees.... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of ..... [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We .....[indicate the name of the bank ISSUING THE BANK GUARANTEE ] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR shall have no claim against us for making such payment.
4. We ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.



5. We ..... [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by CENTRAL BANK OF INDIA against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of CENTRAL BANK OF INDIA of any indulgence by CENTRAL BANK OF INDIA to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:
- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
  - ii) This Bank Guarantee shall be valid upto ..... and
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... ( date of one year after the expiry of B.G).
8. Dated the ..... day of ..... for ..... [Indicate the name of Bank]

**NOTE:**

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

**ANNEXURE-10****PRE CONTRACT INTEGRITY PACT****(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas CENTRAL BANK OF INDIA having its registered office at CENTRAL BANK OF INDIA, , a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Central Office at ChanderMukhi, Narimanpoint, Mumbai acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

**And**

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

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

**3. Preamble**

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

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

**4. Commitments of the Buyer**

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

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

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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

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

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

#### **5.4 Agents / Agency Commission**

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

#### **6. Previous Transgression**

**6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

## 7. Company Code of Conduct

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

## 8. Sanctions for Violation

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

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

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

## 9. Compensation for Damages

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

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

## **10. Price Fall Clause**

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

## **11. Independent External Monitor(s)**

- 11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, CENTRAL BANK OF INDIA, Head Office at \_\_\_\_\_ within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7 The word "Monitor" would include both singular and plural.

## **12. Law and Place of Jurisdiction**

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

## **13. Other Legal Actions**

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

## 14. Integrity Pact Duration.

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, CENTRAL BANK OF INDIA .
- 14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 15 Other Provisions

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with CENTRAL BANK OF INDIA exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact at\_on \_\_\_\_\_ (Seller/Bidder) and on \_\_\_\_\_(Buyer)

BUYER  
Signature:  
Authorised Signatory  
Department of IT

Place:  
Date:

Witness:

(Name & Address)

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

Place:  
Date:

Witness:

(Name & Address)

ANNEXURE –11

Undertaking Letter to the Bank on the vendor's letterhead

**To**

Asstt. General Manager – CBS,  
CENTRAL BANK OF INDIA of India,  
Dept. of Information Technology,  
4th Floor, Plot No.26, Sector 11,  
CBD Belapur, Navi Mumbai - 400 614

Sir,

Sub: RFP for the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS)  
Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) vide RFP Ref No.:  
CO:DIT:PUR:2021-22:330 **Dated 22-06-2021**

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 covenant, warrant and confirm as follows:

We hereby agree 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 documents if any, issued by the Bank. 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.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name: Place:

Date:



**ANNEXURE-12****List of Scanner Model Presently used by Branches/Grid CTS Centres of Bank**

| <b>Srl. No.</b> | <b>CTS Scanner Make/Model</b>                                  |
|-----------------|--|
| <b>1</b>        | Digital Check TS- 240  |
| <b>2</b>        | Canon CR-120 UV:   |
| <b>3</b>        | LIPI Panini Vision X UV VX100.1.FF.U.UV<br>55660               |
| <b>4</b>        | CTS LS 150   |
| <b>5</b>        | BURROUGHS  |
| <b>6</b>        | ANY OTHER REPUTED MODEL OF CTS<br>SCANNERS AVAILABLE IN MARKET |

**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To  
 Asstt. General Manager – CBS,  
 CENTRAL BANK OF INDIA of India,  
 Dept. of Information Technology, 4th Floor,  
 Plot No.26, Sector 11,  
 CBD Belapur, Navi Mumbai - 400 614

Dear Sir(s),

**Sub:** RFP for the Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) vide RFP Ref No.: CO:DIT:PUR:2021-22:330 Dated 22-06-2021

We, M/s\_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) Further, we 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.
- c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

We, M/s\_\_\_\_\_, the undersigned, hereby confirm that we will supply the link with good service of connectivity as mentioned herein technical specifications.

Bank reserves the sole right to decide by itself for discontinuation of contract if the quality of paper is maintained as mentioned in the RFP.

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

(1)

(2)

**(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)**

**ANNEXURE-14****Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person: Email id

of the Contact Person:

| Sl. No. | RFP Page No. | RFP Clause No. | Original RFP Clause | Subject/Description | Query sought/Suggestions of the Bidder |
|---------|--------------|----------------|---------------------|---------------------|--|
|         |              |                |                     |                     |  |
|         |              |                |                     |                     |  |
|         |              |                |                     |                     |  |
|         |              |                |                     |                     |  |
|         |              |                |                     |                     |  |

**ANNEXURE-15**

(Letter to be submitted by the OEM/OSD on their official letter head) [The date of issuance of letter from OEM/OSD should be after the RFP Date]

**Manufacturer Authorization Form (MAF)**

Asstt. General Manager –CBS,  
CENTRAL BANK OF INDIA of India,  
Dept. of Information Technology, 4th Floor,  
Plot No.26, Sector 11,  
CBD Belapur, Navi Mumbai - 400 614

Dear Sir,

Ref: RFP for the Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) vide RFP Ref No.: CO:DIT:PUR:2021-22:330 Dated 22-06-2021

..... (Name of the OSD/OEM) who are established and reputable Original Solution Developer/Original Equipment Manufacturer of ..... (Software/Equipments) having registered office address at ....., ....., ..... do hereby authorize M/s

..... (Name and address of the 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 Software/ Solution manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No ..... and the contract for the equipment/Software and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... in respect of such equipments/Software and services.

We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during the entire contract period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.                      Fax                      E\_mail                      )

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

**ANNEXURE-16**

**Undertaking by the Bidder**

To

Asstt. General Manager –CBS,  
CENTRAL BANK OF INDIA of India,  
Dept. of Information Technology, 4th Floor,  
Plot No.26, Sector 11,  
CBD Belapur, Navi Mumbai - 400 614

Dear Sir,

**Sub:** RFP for the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive).RFP Ref No.: CO:DIT:PUR: 2021-22:330 Dated 22-06-2021

We submit our Bid Document herewith.

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 Purchase 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.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

ANNEXURE-17

Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory Name:

Designation: Place:

Date:

**ANNEXURE -18****Non-Disclosure Agreement**

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN**

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

**AND**

**CENTRAL BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "**BANK**" 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:**

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

- 2. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons

in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable 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.

**3. 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.

**4. Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease 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.

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

**6. Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

**7. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with



any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for

which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

In addition to above Bank will have recourse to have remedies through arbitration , if required.

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

**9. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

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

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

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

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**For and on behalf of  
CENTRAL BANK OF INDIA**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**PROFORMA FOR DEED OF INDEMNITY**  
**(To be stamped as per the Stamp Law of the Respective State)**

This Deed of Indemnity executed at ..... On the \_\_\_\_\_ day of \_\_\_\_\_ by M/s \_\_\_\_\_ ( hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

CENTRAL BANK OF INDIA a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at \_\_\_\_ (hereinafter referred to as "CENTRAL BANK OF INDIA", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank).

**WHEREAS**

1. The Obligor has

- A. offered to provide solution for the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) with the specifications as prescribed in the Agreement / Contract dated \_\_\_\_\_ during the period of **five years** from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated \_\_\_\_\_ and respective Purchase Orders issued from time to time during the contract period of 5 years if required at the discretion of CENTRAL BANK OF INDIA. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for providing solution for the Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model.
- D. Represented and warranted that the aforesaid supply/services offered to CENTRAL BANK OF INDIA do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of CENTRAL BANK OF INDIA.

- E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with CENTRAL BANK OF INDIA.
2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of CENTRAL BANK OF INDIA indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to CENTRAL BANK OF INDIA as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of CENTRAL BANK OF INDIA as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:-**

In consideration of CENTRAL BANK OF INDIA having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified CENTRAL BANK OF INDIA, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against CENTRAL BANK OF INDIA by whomsoever and all losses, damages, costs, charges and expenses that CENTRAL BANK OF INDIA may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified CENTRAL BANK OF INDIA against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall

procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of CENTRAL BANK OF INDIA or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to CENTRAL BANK OF INDIA).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10) CENTRAL BANK OF INDIA may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of CENTRAL BANK OF INDIA

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (\_\_\_\_\_)

By the hand of (\_\_\_\_\_) the authorized official of the Obligor)

**Undertaking Letter on the bidder's letterhead for Central Minimum Wages Act & Labour Laws**

To,  
Asstt. General Manager – CBS,  
CENTRAL BANK OF INDIA of India,  
Dept. of Information Technology, 4th Floor,  
Plot No.26, Sector 11,  
CBD Belapur, Navi Mumbai - 400 614

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

**Ref:** RFP for Implementation of Centralised "Multi Grid"Cheque Truncation System (CTS) Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive) RFP Ref. No. CO:DIT: PUR: 2021-22: **330 Dated 22-06-2021**

Further to our proposal dated ..... in response to the Request for Proposal (Bank's tender No.....herein referred to as RFP)issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the successful bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

Yours faithfully,

Authorised Signatory Designation

Bidder's corporate name

Place:

Date:

**Escalation Matrix**

**Ref: RFP for Implementation of Centralised "Multi Grid" Cheque Truncation System (CTS)  
Solution for CENTRAL BANK OF INDIA on OPEX Model (Captive)**

**RFP Ref. No. Your RFP CO:DIT:PUR:2021-22:330 Dated 22-06-2021**

| Sr. | Name | Designation          | Full Office Address | Phone No | Mobile | Email address |
|-----|------|----------------------|---------------------|----------|--------|---------------|
| a   |      | First level Contact  |                     |          |        |               |
| b   |      | Second Level contact |                     |          |        |               |
| c   |      | Third Level Contact  |                     |          |        |               |
| d   |      | Country Head         |                     |          |        |               |

Any Change in designation, substitution will be informed by us immediately.

Date:

Signature with seal

Name:

Designation:

**CHECK LIST**

| <b>Sr. No.</b> | <b>Detail</b>   | <b>Yes/No</b> |
|----------------|---|---------------|
| 1.             | Tender Cost   |               |
| 2.             | EMD/ Bid Security   |               |
| 3.             | Annexure-1 Tender Offer Forwarding Letter   |               |
| 4.             | Annexure-2 General Details of the Bidder  |               |
| 5.             | Annexure-3 Declaration Cum Undertaking  |               |
| 6.             | Annexure-4 Eligibility Criteria Compliance Sheet  |               |
| 7.             | Annexure-5 Techno-Functional Compliance   |               |
| 8              | Annexure-6 Format for Earnest Money Deposit   |               |
| 9              | Annexure-7 Format for Commercial Bid  |               |
| 10             | Annexure-8 Format for Masked Commercial Bid   |               |
| 11             | Annexure-9 Format for Performance Bank Guarantee  |               |
| 12             | Annexure-10 Pre Contract Integrity Pact   |               |
| 13             | Annexure-11 Undertaking by the Bidders (No- Deviation)  |               |
| 14             | Annexure-12 List of CTS Scanners  |               |
| 15             | Annexure-13 Non-Blacklisting  |               |
| 16             | Annexure-14 Pre-bid Query Format  |               |
| 17             | Annexure-15 Manufacturer Authorization Form   |               |
| 18             | Annexure-16 Undertaking by Bidders (Lowest Bid)   |               |
| 19             | Annexure-17 Application Integrity Statement   |               |
| 20             | Annexure-18 Non-Disclosure Agreement  |               |
| 21             | Annexure-19 Deed of Indemnity   |               |
| 22             | Annexure-20 Undertaking Letter on the successful bidder's letterhead for Central/State Minimum Wages Act & Labour Laws Act. |               |
| 23             | Annexure-21 Escalation Matrix   |               |

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