



Central Bank of India

Department of Information Technology

1st Floor, Plot no-26, Sector-11

CBD Belapur, Navi Mumbai-400614

Request for Proposal (Bid) Document

For

Supply, Implementation, Migration and Maintenance of ATM Switch Solution, CMS Solution and ATM Monitoring solution under CAPEX Model for Central Bank of India

Bid Number: GEM/2024/X/XXXXXX



Disclaimer

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

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

List of Abbreviations

Abbreviations	Description
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BFSI	Banking Financial Services and Insurance
Bidder / Service Provider / System Integrator	An eligible entity/ firm submitting a Proposal/ Bid in response to this RFP.
BG	Bank Guarantee
BOM	Bill of Material
CBI	Central Bank of India
CBS	Core Banking Solution
CO	Central Office
DIT	Department of Information Technology
CGST	Central Goods and Service Tax
EMD	Earnest Money Deposit / Bid Security
GST	Goods and Service Tax
LOI	Letter of Intent
MSE	Micro, Small Enterprises
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
Primary Site	Primary Site – Navi Mumbai
Secondary Site	Secondary Site – Hyderabad



RO	Regional Office
ZO	Zonal Office
Project Cost	Project cost would be Licensing Cost / Initial cost / Onetime cost / Fees / Development Cost / Installation cost / Implementation and Commissioning cost / Integration cost with Existing systems / Training cost / Technical assistance.
Proposal / Bid	The Bidder's written reply or submission in response to this RFP.
PSB	Public Sector Bank
PSU	Public Sector Undertaking
SLA	Service Level Agreement
Solution / Services / Work / System	"Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as supply, deployment, installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other regulatory obligation of the Supplier covered under the RFP.
Supplier / Contractor / Vendor	Selected Bidder / Service Provider / System Integrator under this RFP.
TCO	Total Cost of Ownership

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1. Introduction



Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 13 Zonal Offices (ZO) and 4615 plus branches spread across India.

2. Invitation of Tender Bids

Important details related to Tender Process are given below:

Tender Reference Number	GEM/2024/X/XXXXXX
Date of Issue of RFP	06 / 12 /2024
Earnest Money Deposit (EMD) / Bid Security	An amount of Rs.1,50,00,000/- (Rs.One Crores Fifty Lakhs Only) in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2024/X/XXXXXX in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.
E-mail IDs for sending written queries and Last Date for submission of queries before Pre-bid Meeting	smatmswitch@centralbank.co.in cmitswitch@centralbank.co.in Latest by -.13/12/2024 up to 17:00 hrs
Date and Time for Con Call / Web based Pre-Bid Meeting.	16/12/2024 15:00 hrs Conference Number or link shall be shared separately.
Pre-Bid Meeting details	Pre bid meeting will be held offline/ online, which will be intimated later to the participating bidders.
Last Date and Time for submission of RFP responses.	14/01/2025 up to 15:00 hrs
Mode of bid submission	Government e Marketplace (GeM)
Date & Time of Opening of Technical Bids.	14/01/2025 at 15:30 hrs
Response Types	1. Technical Bid + Bid Security 2. Commercial Bid



Address for Communication	Assistant General Manager - IT Central Bank of India Department of IT (DIT), 1 st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614 Email address: smitpurchase@centralbank.co.in smatmswitch@centralbank.co.in cmitswitch@centralbank.co.in
Place of Submission / Opening Tender Offers:	Central Bank of India Department of IT (DIT), 1st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614
Contact Telephone Numbers	022- 27582389/27582369/67123669/67173559

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

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

- For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc. relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time, as mentioned. The Service Level Agreement with the successful bidder will be part and parcel of the RFP document. Therefore please note and ensure that all such queries are to be raised before bidding. Any query/ request for review of any clause of RFP/ SLA after the completion of bidding process shall not be entertained.
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender document free of cost and also exempted from payment of Earnest Money Deposit (EMD) upon submission of valid MSME certificate copy.
- Start-ups (which are not MSEs) are exempted only from Earnest Money Deposit (EMD).
- Earnest Money Deposit mentioned above must accompany all tender offers (Technical Bid) as specified in this tender document.
- Tender offers will normally be opened half an hour after the closing time. Any tender received without Earnest Money Deposit (EMD) will be disqualified.
- Technical Specifications, Terms and Conditions, Various Formats and Performa for submitting the tender offer are described in the tender document and its Annexures.

Assistant General Manager - IT
Central Bank of India, DIT, CBD Belapur, Navi Mumbai-400614

3. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-10 duly stamped for ₹500. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process. Hardcopy of the Integrity Pact to be submitted to Bank prior to bid opening.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

- Shri Anant Kumar [anant_in@yahoo.com]
 - Shri Nirmal Anand Joseph Deva[meghanadeva2022@gmail.com]
- a) IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
 - b) IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
 - c) Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

4. Eligibility Criteria

The Bidder must fulfil the following eligibility criteria:

Sr.	Eligibility of the bidder	Documents to be submitted
1	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 (Ref Clause No 48 of RFP)
2	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.
3	The bidder must have average turnover of minimum ₹50 Crores in IT business from Indian operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023-24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.



4	The bidder should have a positive net worth in last three financial years (i.e. 2021-22, 2022-23, and 2023-24)	Certificate of the Chartered Accountant for three preceding FY
5	The bidder should have made operating profits in at least one financial year out of last three financial years (i.e. 2021-22, 2022-23, and 2023-24)	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY.
6	The bidder or its Technology Partner (OEM) should have its own ATM Switch solution /CMS solution or OEM license to use the same. OEM or their authorized distributor in India can directly bid in the tender but both cannot bid for the same.	In case of Own ATM Switch solution, Certificate from at least 2 Banks in India is to be submitted by the Bidder. In case of solution provided by OEM, OEM certificate is to be provided to Bidder confirming on site implementation and Certificate from at least 2 Banks in India is to be submitted by the Bidder confirming on site implementation
7	The bidder or its Technology Partner (OEM) should have minimum 5 years of experience to provide ATM Switch Solution and card management solution.	Purchase Order/ Performance Certificate to be submitted.
8	ATM Switch Solution and card management solution is presently running in at least three scheduled commercial banks in India (Public/Private/Small Finance Bank) as on the date of submission of the bids with Debit card base of 1 Crores in each bank	Purchase Order/ Performance Certificate to be submitted.
9	The bidder or its Technology Partner (OEM) should have 24*7 operations team with adequate strength and expertise to manage the proposed ATM Switch and CMS solution setup at Mumbai and Hyderabad	Submit the self-declaration on Company's letter head
10	The bidder or its Technology Partner (OEM) should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head
11	At the time of bidding, the bidder or its Technology Partner (OEM) should not have been blacklisted / debarred by any Government offices / IBA / RBI / PSU / PSE / or Banks, Financial institutes for	Submit the self-declaration on Company's letter head



	any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	
12	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the bidder or its Technology Partner (OEM) and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head
13	The bidder or its Technology Partner (OEM) should not have <ul style="list-style-type: none">• NPA with any Bank in India / financial institutions.• Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.	Submit the self-declaration on Company's letter head
14	The bidder or its Technology Partner (OEM) should have carried out successful migrations / take over from ATM Switching, ATM & Transaction Monitoring and Card Management solution, including migration for at least 1 Scheduled commercial Bank in India in the past 10 years.	Credential Letter from the Client or Copy of Purchase Order/ Contract Document with the reference letter from the client.
15	The Bidder or Its Technology Partner should not be owned or controlled by any Director, officer or employee of Central Bank of India or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Undertaking to be given by the Bidder at time of submission Compliance certificate given by successful bidder on company's letter head (Enclosed as annexure 20) after signing agreement



The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

In case of unaudited balance sheet for the Financial Year 2023-24, bidder needs to submit copy of Provisional Balance Sheet along with copy of CA Certificate for the Financial Year 2023-24.

NOTE:

- a) In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the stipulated time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
- b) Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids which are not meeting the above eligibility criteria will be rejected.
- c) Evaluation of Technical bids will be done by Bank's Evaluation Committee and the decision of the committee will be final.
- d) Bidders to submit relevant documentary evidence for all parameters mentioned herein.
- e) Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
- f) All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
- g) All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
- h) Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company, may make the bid liable for rejection.
- i) The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.
- j) Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

5. Earnest Money Deposit (EMD) / Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favour of “Central Bank of India” payable at **Mumbai/Navi Mumbai**, towards EMD / Bid Security of **₹1,50,00,000/- (Rupees One Crore Fifty Lakh Only)**. The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 180 days from the last date of bid



submission and issued by any scheduled commercial bank in India (**Annexure-13**). The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with the narration of RFP Reference No.

The EMD / Bid Security shall be liable to be forfeited:

- a) if a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- b) if the Bidder does not accept the correction of its Tender Price; or
- c) if the successful Bidder fails within the specified time to:
 - i. Sign the Contract; or
 - ii. Furnish the required security deposit.

The EMD / Bid Security will be refunded to The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as security deposit of 5% of the total project cost valid for 102 **months, within 21 working days** from the date of acceptance of purchase order, validity starting from its date of issuance.

The EMD / Bid Security of unsuccessful Bidders shall be returned as promptly as possible after completion of bidding process.

Performance Bank Guarantee

- a) As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure-12, for 5 % of the total project cost valid for 102 months, (implementation period, Go-live Date + 7 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder. In case contract is extended beyond date (extendable by another three years), the bidder has to extend the PBG or provide the fresh PBG for extended period plus six months.
- b) The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- c) Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- d) In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- e) In the event of delays by Successful Bidder in any of supply, support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.



- f) Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days from the date of notifying the bidder, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- g) The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- h) The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

6. Cost of Bidding

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

7. Manufacturer's Authorization form

Bidders must submit a letter of authority from their manufacturers in Annexure-9 that they have been authorized to quote OEM Product.

8. Scope of Work

In order to achieve the Bank's business objectives in striving to offer innovative products and superior service, the Bank intends the bidder to provide a robust and highly scalable ATM Switch Solution, ATM & Transaction Monitoring and Card management Solution along with related services with the required infrastructure (Software, hardware and FM services) on CAPEX Model. for Seven Years and extendable by another Three years.

- 1) Scope of work is defined in various sub-section of RFP as under:
 - Enterprise license and required hardware for proposed Solution (ATM switch and CMS)
 - Migration of Data from existing ATM switch and CMS
 - Warranty and **ATS**
 - Facility Management Service
 - Disaster Recovery Mechanism
 - Management Information System and reporting
 - Mandatory Training/ Knowledge Transfer
 - Maintenance Support
 - Regulatory and other Compliances
 - Integration with Omni Channel, RRB, Bank Middleware, EFRMS , Data warehouse, etc. as listed in Annexure- 1

The selected bidder required to integrate the existing proposed Solutions with existing core system or any other core system which would be in service of the Bank till the contract period. Bidder shall provide the solution for three environments as DC, DR and UAT. Post UAT and signoff only, said changes/customization shall be done in production environment. The solution has to be implemented at Bank's premise at DC and DR.

Detailed scope of work is mentioned in Annexure- 1 of this RFP document.

2) Business Volumes

Following are the details of the Bank's current and future growth projections. Hence for the sizing and commercials purposes the Bidders are required to consider these parameters for the entire contract period. The bidder is required to size the solution based on the following indicative volumes:

Year	No of ATMs	No of active Cards (in Crores)	Per Day average transactions (in Lacs)
2025	4000	2.0	10
2026	4200	2.75	10.75
2027	4400	3.5	11.50
2028	4600	4.25	12.25
2029	4800	5	13
2030	5000	5.75	13.75
2031	5200	6.25	14.5
2032	5500	7	15

The above projection is indicative it may increase or decrease

- The data for 180 days should be kept on the Production system and beyond it backup should be provided to Bank reconciliation team for Dispute resolution, reconciliation etc.
- The Bidder needs to size the infrastructure (hardware, Operating System and other related Hardware/Software) for the solution based on the volume and the growth indicated above and propose the same as part of their technical bid submission The system should be scalable to handle the load for the projections of year 2032 with incremental increase of 5% yoy.
- The proposed Hardware for ATM switch, CMS and ATM monitoring Application by the Bidder should not be under-utilized/over-utilized. The utilization of Hardware should not be less than 30% nor more than 70% during the whole contract period. The Bidders should Size the Hardware accordingly.
- In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will carry out the necessary upgrades / replacements at their cost. The Bank has the right to deduct / recover from the bidder the required additional expenses which Bank may incur on account of such upgrades / replacements



- e) Scope of supply includes Applications, Software, Hardware components required to render the system offered complete in all respects even though every individual items may not have been specifically mentioned in the RFP. Bank will award the contract to the successful bidder who should deliver the solution with the detailed scope mentioned in the Technical Requirement in Scope of Work.
- f) The Application & Database should be sized for Active- Active cluster at DC & Active- Active cluster at DRC, so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.
- g) The infrastructure is to be provided at Bank's DC in Navi Mumbai and DR in Hyderabad. In future, if bank shifts any of the sites mentioned above (DC/DRC) to a new location, the successful bidder shall provide respective services from the new location.
- h) In future for any new payment solution on the platform provided by successful bidder , bank may approach OEM directly.

8.1 General Conditions

a) Source Code

- The application software should mitigate Application Security Risks, at a minimum; those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.
- The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
- In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

b) Escrow arrangement

1. Source code for customization done for Bank in ATM Switch, CMS Solution and for other related services shall be provided by the SI to the Bank for unlimited and unrestricted use by the Bank. Successful bidder shall also provide all related material but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation.
2. The core source code of the solutions in scope would be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the Successful bidder. Successful bidder shall transfer all Intellectual Property Right on non - exclusive basis for all the customizations done for Bank for the solutions and these IP rights would also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs.
3. The Bank and the. Successful bidder shall appoint an escrow agent approved by the

Bank to provide escrow mechanism for the deposit of the source code for the solution supplied/procured by the Successful bidder to the Bank in order to protect the Bank’s interests in an eventual situation.

4. The Bank and the Successful bidder shall enter into a tripartite escrow Agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. As a part of the escrow arrangement, the SI shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization.
5. All costs for the Escrow will be borne by the Successful bidder.
6. The escrow code along with all documentation shall be periodically updated at-least once in a year or after Major changes by the Successful bidder. Successful bidder shall submit a self-certificate confirming the same after every update.

8.2 Regulatory Compliance Requirement

- a) The successful bidder **should** comply with all the Regulatory/ Compliance guidelines of the Banks/ Regulatory authority in India. Bank has right to change the compliance/ guidelines at any point of time and the service provider has to comply with the guidelines. Bank has right to audit by regulatory authority or any agency appointed by the Bank, as a part of Vendor Audit.
- b) The service should comply with Bank IT/ Information Security (IS) / BCP Policy.
- c) It will be mandatory to protect the data privacy, as per Indian Data Privacy Law. Service provider should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.

8.3 Project Schedule

Implementation & Migration of the Project will be performed Onsite i.e. at Bank premises only. Comprehensive Project Plan along with minute sub-milestones of implementation should be shared with the Bank during kick-off meeting post issuance of purchase Order. Project Manager should be available ONSITE on all regular days and should update the project status on daily basis. The complete Implementation Team should also be stationed at Bank’s location in Mumbai/Navi-Mumbai during all working days of Bank and if necessary, on holidays. The migration activity will be carried out during non-peak hours and Holidays. The successful bidder should provide enough resources to complete the project as per the timelines mentioned in the RFP document considering various dependencies on integrations with internal & external channels. Bidder is required to implement the project within the stipulated timelines provided below:

Stage	Activity	Timeline for completion
1	a) Delivery and installation of all the Hardware items offered b) Delivery of Software (Application, Database, OS etc) licenses along with object files, source code etc c) Installation of all the software items with latest version	3 Months from the date of accepting the purchase order



	and patches.	
2	<p>a)Detail project plan is expected and need to adhered and strictly followed to meet the timeline.</p> <p>b)All necessary additional hardware / simulators/ software for certification and stress testing will be arranged by the bidder. Also all customization related activity needs to be taken care.</p> <p>c)Necessary implementation, configuration, certification, testing and ready to go live of Issuer and Acquirer transaction should be completed in this phase</p>	6 Months from the date of accepting the purchase order
3	<p>a)Bidder has to demonstrate all the functionalities /requirements depicted in the scope of work along with all required customization including interfaces with existing switch available at that time.</p> <p>b) All the interface implementation, configuration, certification, testing and ready to go live should be completed in this phase.</p> <p>c) UAT and sign off test environment should be arranged by the bidder. Also all customization related activity should be completed at the end of this phase for final testing by business teams and sign off.</p>	9 Months from the date of accepting the purchase order
4	<p>a) Testing of all modules/functionalities/ requirements as depicted in scope of work is to be made live.</p> <p>b) All data/ interfaces/ devices is to be migrated from old Switch to new Switch</p> <p>c) All ATM operations is to be made live on new switch</p>	12 Months from the date of accepting the purchase order

8.4 Enterprise license on proposed Solution

The license for the solution to be Enterprise-wide perpetual level for all the module offered without any constraint on number of branches or users or delivery channels. The solution to be installed at Bank’s Data Centre, Near site to DC (Navi Mumbai) and Disaster Recovery Centre (Hyderabad).

Bank is having ORACLE ULA – Bank can provide unlimited number Oracle DATABASE licenses which bidder will make good use in its proposed solution.

8.5 Warranty and AMC

1. The BIDDER shall provide comprehensive onsite Warranty/AMC/ATS (For Total Seven Years) for the ATM Switch, CMS and ATM monitoring solutions in scope of the RFP, including software and associated hardware and services. The Warranty/AMC/ ATS shall start from date of Going-live.
2. The Product including Application software & other necessary hardware shall have a roadmap for 7 years from the date of Going-live. The BIDDER shall provide assurance that the ATM Switch, CMS and ATM Monitoring solutions in scope of the RFP work as per the functional, technical and operational specifications set out in the RFP.
3. The BIDDER shall ensure for rectification of any critical issue related to Software /hardware/infrastructure in close co-ordination with Software/hardware/infrastructure vendor.
4. The warranty and ATS of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc.) and maintenance support, troubleshooting, performance fine tuning, audits, problem resolution for the OS, database, middleware and the application software for total solution provided by the BIDDER.
5. Warranty and AMC/ATS support shall be mission critical 24X7X365 with site engineers for Proactive and preventive measures form a part of the AMC /ATS.
6. Any Hardware/software replacement/upgradation on account of Hardware/software goes out of support/ End of life/ sunset during the warranty/AMC/ATS period, the same should be replaced by the BIDDER with the updated version of Hardware/software proactively without any cost to the Bank.
7. The BIDDER warrants that the services provided under the contract shall be as per the Service Level Requirement specified in this RFP. The Bank shall notify the BIDDER in writing of any claims arising under this warranty. Upon receipt of such notice, the BIDDER shall with all reasonable speed, repair/replace/reconfigure/re-provision the defective equipment or service, without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
8. If the BIDDER, having been notified, fails to remedy the defect(s) within a reasonable period as per the terms and conditions of this RFP, the Bank may proceed to take such remedial action as may be necessary at the BIDDERS's risk and expense and without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
9. The BIDDER guarantees that all the software supplied by the BIDDER is licensed and legally obtained.
10. The same maintenance standards specified for warranty period is applicable during the AMC period as well.
11. The ATS charges provided by the BIDDER in the Commercial bid cover the cost of operating system software, application software etc. The ATS of the



software includes all patches, future Version and other upgrades, compliance of mandates (of Regulatory Authorities, NCIIPC, RBI, NPCI etc.) and other relevant standards, and maintenance support for the OS, and the applications. The payment would be made quarterly in advance. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

9. Bid Submission

- a) All responses received after the due date/time shall be considered late and would be liable to be rejected. Portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- b) Bid Security / Earnest Money Deposit: “Earnest Money Deposit” shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.- 3287810289, IFSC CODE – CBIN0283154 or by way of Bankers Cheque/Demand Draft favouring Central Bank of India, payable at Mumbai / Navi Mumbai, or a Bank Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure-13). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

9.1.1 Close for Bidding:

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

9.1.2 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.

9.1.3 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 Portal after the completion of opening process.

9.1.4 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.

9.1.5 Technical Offer

- a) The Technical Offer (TO) should be complete in all respects and contains all information asked for, in this document.
- b) It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with Technical Offer (TO). However, any mention of price in Technical Offer (TO) will result in disqualification of the bid.
- c) The Technical Offer (TO) must be submitted in an organized and structured manner. All the product brochures / leaflets / manuals etc. should be submitted along with the Technical Offer (TO). The technical offer should be in compliance with technical requirement / specifications.
- d) The Technical Offer (TO) must contain the proof of submission of bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process.

9.1.6 Commercial Offer

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal.

- a) The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-4.
 - b) The commercial offer should be in compliance with technical requirement / specifications, as per Annexure-1
 - c) The price to be quoted for all individual items and it should be unit price in Indian rupees.
- a. In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, GST etc. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.



- b. The price is inclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.
- c. The Manpower / Resource payment should be in accordance with minimum wages act and its subsequent amendments.
- d. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

10. Onsite Technical Support (OTS)

The Bidder should be capable of providing the support engineers who can perform services as per the Scope of Work explained under this Section. The services required by the Bank Onsite Technical Support services (OTS) to be provided for monitoring & support of ATM switch and CMS application from date of go live.. The vendor would ensure availability of trained dedicated personnel for services mentioned in the Scope of Work. Details of the workforce to be provided is as under:

S N	Role	L 3	L 2	L1	Remarks
1	Project Manager (For Overall Project Supervision)	1			
2	ATM Monitoring & Application Support			11	Min 3 in Day Shift & 2 in Night Shifts
3	App Development and Testing (Switch, CMS)		2	2	
4	App Tech Lead (Switch, CMS)		4		
5	SYS Support		2		
6	DBA Support		2		
	Total	1	10	13	24

1. The personnel (Level 1 engineers) to be deployed must have Bachelor's/Master's degree in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT with at least 2 years of IT experience in the field of ATM Switch Onsite Technical Support services. Level 2 engineers (Team Leader) to be posted at Bank must have Bachelor's/Master's degree in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT with at least 4 years of IT experience in field of ATM Switch maintenance. One L3 resource who will work as Project Manager (SPOC) for overall project governance for ATM Switch MANAGEMENT must have Bachelor's/Master's degree in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT with at least 6 years of IT



experience. IT Experience means experience in Information Technology preferably in ATM Switch.

2. The Selected bidder shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the applicable.
3. The Bidder should have sufficient resources and manpower rendering of OTS (Facility Management) services on 24x7x365 basis as per the Scope of Work for a minimum period of 7 years. Presently, Bank proposes to deploy a total of 24 resources onsite which would include thirteen (13) "Level One" resources and ten (10) "Level Two" resources. one L3 resource will work as Project Manager. At present these resources would provide the Onsite Technical Support (OTS) on round the clock basis at Bank's ATM Switch Department located at CBD Belapur, Hyderabad, MMO Mumbai or any other location as per Bank's requirement. The number of resources mentioned is for meeting Bank's daily requirements. Bidder has to make arrangements for leave/ weekly off/attrition etc. of their resources to ensure that 24 resources are reporting onsite daily to support ATM Switch and CMS on 24x7x365 basis. The resource count mentioned above is indicative, however Bank may decrease/increase the count of resources during the course of project
4. Through this RFP, Bank proposes to select a bidder for availing OTS (Facility MANAGEMENT) services on 24x7x365 basis for a minimum period of 7 years. However, the arrangement would be subject to yearly review by the Bank. In case, at any point of time during the 7 years period of contract, the services rendered by the Successful Bidder are observed by the Bank to be deficient in terms of the terms and condition of Rate Contract, Bank may choose to take punitive action including but not limited to levy of penalties, invocation of Performance Bank Guarantee and termination of the Contract.
5. In case of any disaster/exigency/Bank's requirement, the Bidder should be capable of providing OTS support on 24x7x365 basis from Bank's DR Site and/ or any specified location identified by Bank. L1 and L2 Resources shall be available 8 Hours per shift on 24x7x365 basis. L2 DBA, L2 SYS, L2 CMS, L2 Switch resource should be available as and when required in case of exigencies apart from the regular routine shift.



6. All the resources to be deployed at the ATM Switch will be subject to approval by the Bank. Bank reserves the right to interview the personnel before appointment including Project Manager intended to be deployed for OTS (Facility Management) services on 24x7x365 basis at Bank's site and also reserves right to disqualify if not found suitable
7. On-premises dedicated development Team of Switch and CMS required for Customization/testing of new functionality requirements of the Bank.
8. During implementation and migration of ATM switch and CMS solution, presence of technician from OEM is required.
9. Bidder shall implement any future regulatory/ statutory requirement and any new additional functionality without any additional cost to the Bank. The timeline for any change will be estimated on basis of functional point analysis (FPA) submitted by bidder. In case any additional resource is required to complete the development and deployment in given timeline, bidder is to provide the same without any cost to the bank.
10. L3 - Project Manager Responsibilities:
 1. Single point contact for the Bank and Overall, in-Charge of Onsite Production Team
 2. Administer and supervise the day-to-day operations for Production Team
 4. Arranging immediate resolutions of problems/issues.
 5. Organization of activities in such a way that there is no pending work at end of the day.
 6. Ensuring the compliance of SLA
 7. Ensuring timely submission of reports/information required by the Bank.
 8. Establishing and managing the Production Team
 9. Initiates the improvement in the process for its operational efficiency.
 10. Devise the Standard Operating procedures for each of the activity and share with the Bank.
 11. People Management and Technical management
 12. Ensure quality with timely delivery of task.
 13. Flexible enough to work under different work environment settings.
11. Roles & Responsibilities of L1 Support:
 - a) Monitoring online transaction status in an interval basis over 24*7 support and escalate to Bank officials in case of any issues and liaison for its resolution.
 - b) Monitoring all interface & transaction through switch logs and report to seniors for any abnormal exceptions for further analysis with respect to ATM Switch periodically.
 - c) Coordinating with vendor/engineer for their queries regarding ATMs/Feeds.
 - d) Attending Vendor/Bank calls and coordinating with them for new ATM addition and related issues at L1 level.



- e) Periodically checking server utilizations and disk spaces, update to seniors if any severity.
- f) Monitoring Switch, CMS and ATM monitoring application periodically.
- g) Reload of ATM switch interface in coordination with seniors if any issue arises or patch moment.
- h) Attending transaction performance issue call and update to seniors for further action.
- i) Preparing daily transaction summary report and send to Bank Management and respective vendors.
- j) Preparing checklist of transaction/interface/application report and verifying the same with bank team on daily basis.
- k) Reporting transaction/ATM statistics to Bank officials periodically through SMS.
- l) Uploading switch dump on SFTP to perform settlement process to recon team.
- m) Sharing MIS to all Vendor/Banks after successful completion of EOD through mails & SFTP
- n) Addition of new ATM/BIN/TMkey's in database based on the requirement from Bank.
- o) Daily, Weekly transaction reports to Bank official as per requirement.
- p) Generation CAF & refresh on daily basis.
- q) Generation of Friday report.
- r) Generation of night reports.

12. Roles & Responsibilities of L2 Support:

- a) Handling issues related to transactions/applications on production environment.
- b) Troubleshoot production issues and coordinate with project team for solution and provide end to end support.
- c) Reviewing daily checklists and reports shared by L1 Support
- d) On daily basis handling of escalation mail and act on pending issues for immediate closure.
- e) Patch deployments on respective environments on both UAT as well as Production.
- f) Coordinate with developers for patch deployment, critical and escalated issues for immediate resolution.
- g) Addition of new interface ports / processes on production as per bank instruction.
- h) Technical assistances to the Bank and other Vendors related to production.
- i) Inform Bank Officials regarding any discrepancies.
- j) Preparation of SOP of various activities and sharing it with L1 team as and when required.
- k) Creation of new monitoring scripts / SQL queries and sharing that with L1 team.
- l) Performing DR activity both switchover to DR and revert to DC.
- m) Coordinating with different audit teams for the identified gaps in periodic Application reviews and take up with development for necessary changes for testing in UAT then implement in production for necessary closure and justifications.
- n) Coordinate with bank team for identified security incidents for necessary closure.
- o) Preparing and sharing incident reports in coordination with developments and other areas of application if any with bank team.
- p) Handling Bank calls for all reconciliation/report related issues.
- q) Monitoring various interfaces and coordinating with respective team for resolutions.
- r) Performing pre-production movement testing's of respective patches.
- s) Reviewing periodically transaction logs and troubleshoots for identified issue and take

- up accordingly with developers and liaising for resolutions.
- t) Informing and updating detailed information to bank officials for all production incidents / issues.
 - u) Coordinating with different vendors on various feed related issues.
 - v) Maintaining issue tracker on daily and monthly basis.
 - w) Preparing various reports on monthly and quarterly basis and sharing it with bank team.

13. Roles & Responsibilities of System Admin:

Engineering and Provisioning

- a) Install new / rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.
- b) Contribute to and maintain system standards.
- c) Research and recommend automated approaches for system administration tasks.

Operations and Support

- a) Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs.
- b) Perform daily backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media and media is recycled and sent off site as necessary.
- c) Perform regular file archival and purge logs as necessary.
- d) Create, change, and delete user accounts per request.
- e) Provide other support as per request from various constituencies. Investigate and troubleshoot issues.
- f) Standard, LVM partition management
- g) Configuring and Managing Network File Systems
- h) Job Scheduling using Cron scheduler
- i) Monitoring Overall health of Server
- j) Troubleshooting of Server during High utilization and Maintenance mode
- k) Making Shell Scripts for automating daily tasks
- l) Kernel tuning as per requirements of the Server
- m) Configuring webserver
- n) Server hardening for securing the servers
- o) Swap and Disk management
- p) Repair and recover from hardware or software failures. Coordinate and communicate with impacted constituencies.

Maintenance

- a) Apply OS patches and upgrades on a regular basis and upgrade administrative tools and utilities. Configure / add new services as necessary.
- b) Perform periodic performance reporting to support capacity planning.
- c) Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.



- d) Maintaining Daily/Weekly/Monthly/Quarterly/Yearly Tape Backup and restoration when and then as required.
- e) Monitoring physical verification on Data Center DC & DR.

14. Roles & Responsibilities of Database Admin:

- a) Monitoring databases health, instances of production and standby databases.
- b) Verification of the backup and validation of the completed backup.
- c) Maintaining the inventory of the backup.
- d) Verification of the sync status of production and standby database.
- e) Monitoring and administration of cluster services.
- f) Verification of the mount point utilization to control the threshold limit.
- g) Verification of the instance status and ASM disk group status.
- h) Maintenance of the free space in tablespace below the threshold level.
- i) Maintenance of the free space in archive destination to accommodate newly generated archives.
- j) Verification of the growth of trace file generation.
- k) Log analysis of ASM, Cluster and Database and take appropriate action if there is any error or warning.
- l) Monitoring of CPU usage and removing the hanging processes.
- m) Monitoring of the locking processes in the database to release the resources.
- n) Monitoring of the production user and other read only users for user expiry dates
- o) Troubleshooting activities that include identifying poorly performing SQL.
- p) Analyzing and tuning long running and resource consuming queries.
- q) Verification of the resource utilization of the SQL queries.
- r) Monitoring of the auto partition tables and creating the partitions on application inserts.
- s) Monitoring of the user login and activities carried out by the users.
- t) Monitoring of the network error using the listener logs.
- u) Troubleshooting issues related to ORA-, RMAN-
- v) Performance tuning by analyzing AWR, ADDM reports to find and resolve bottleneck in database.
- w) Performing dataguard activities like switchover, switchback and Failover.
- x) Performing drop partition monthly.
- y) Patching Of all database including Clusterware.
- z) Coordinate with audit teams and perform the required changes in production after proper testing in UAT.
- aa) Verification of the overall database statistics Trend Analysis of objects with tablespace, last analyzed, no. of Rows, Growth in days & growth in KB.
- bb) Monitoring of the fragmented objects.
- cc) Index rebuilding, analyze and gather statistics for tables.
- dd) Monitoring of database errors with trace files and alert log.
- ee) Monitoring of index fragmentation and rebuilding the same.
- ff) Restoring backup from TAPE media and providing logs to the bank for Verification.
- gg) Monitoring and verification of the invalid objects of the database.
- hh) Monitoring of the open cursor not reaching to the max limit.
- ii) Coordinate with the concern team (av_agent) for the monitoring purpose of all the database.



11. Evaluation and acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
2. In case, any of the successful bidder is unable to honour in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
3. Bank reserves the right to reject the bid offer under any of the following circumstances:
 - a. If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - b. If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c. If there is a deviation in respect to the technical specifications of software items.
4. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons

Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility bid
- Stage 2 – Technical Bid stage
- Stage 3 – Techno-Commercial bid

11.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 4 – Eligibility Criteria to this document. The Bidders who meet all these criteria would qualify for the second stage of evaluation and Bidder who is unable to meet the eligibility criteria, would not be taken for the next stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

Normalization of Bids

The Bank may go through a process of technical and/ or commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the



normalization process and all the technically short-listed bidders will, by responding to this detailed document, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this detailed document, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

Technical Evaluation :

The table below highlights the parameters under the technical evaluation criteria and scoring methodology. The scores obtained for below mentioned criteria shall be summed up to determine the total technical scores of the bidders.

The technical evaluation criterion would involve the following major areas:

SN	Criteria	Max Score
1	Credentials	30
2	Technical and Functional Specification as per Annexure 3	40
4	Presentation	30
5	Demonstration of technical & functional capabilities	50
	Total	150

- ❖ The Minimum Qualifying Marks for Next Stage of evaluation is 70% of total marks i.e.105 out of 150



The total technical evaluation marks will be 150, however in the GeM Portal, the total maximum marks will be quoted 100 and Minimum Qualifying Marks for Next Stage of evaluation will be 70. The evaluation of the bidders technical proposals will be carried out based on the 150 as per the detailed scoring given above with minimum qualification marks to be obtained as 70%.

The marks obtained out of 150 will be proportionately converted into marks out of 100 and the same will made available in the Gem portal. **For example, if a bidder scores 110 out of 150, the GeM portal will calculated 73.3 (as $100 \times 110 / 150 = 73.3$).**

1) Credentials:

Criteria	Evaluation Parameters	Max Scores
Switch		
The number of implementations completed by Bidder for Switch Application in Scheduled Commercial Bank	For each implementation 2 Scores.	10
The number of migrations completed by Bidder for Switch Application in Scheduled Commercial Bank	For each migration 5 scores.	10
CMS		
The number of implementations completed by Bidder for CMS Application in Scheduled Commercial Bank	For each implementation 2 scores	10

Maximum 30 Marks for the above parameters.

2) **Presentation**

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation.

- ✓ Features & functionalities ATM Switch Solution (4 Marks)
- ✓ Features & functionalities CMS Solution (4 Marks)



- ✓ Features & functionalities ATM Monitoring Solution (4 Marks)
- ✓ Use of new technology features i.e. containerized micro-services & auto-scalable with high resiliency architecture (6 Marks)
- ✓ Extensibility and extendibility within bank's eco system: Ease of creating/adding new business functions and services (6 marks)
- ✓ Methodology/ Approach- Project Plan (6 Marks)

Maximum 30 Marks for the above parameters.

3) Demonstration of technical & functional capabilities

- The bidders of this RFP have to demonstrate technical & functional capabilities before panel of representatives of Bank at location of the Bidder. Bidder has to show technical competence and capability of the bidder to representatives of Bank.
- Points on which bidder will be evaluated but not limited to the capability of offered solution demonstrated.
 1. Showcase of features in live environment/installations (30 Marks)
 2. Dashboard/Reporting/Integration with Monitoring Tools (10 Marks)
 3. Demonstration of Technical & functional Capabilities (10 Marks)

Maximum 50 Marks for the above parameters.

If any short-listed bidder fails to make such Demonstration of technical & functional capabilities and Presentation, they will be eliminated from the selection process.

- At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- Bidder's detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase

The technical qualification cut – off to qualify for commercial evaluation process would be 70%. Bidder's scoring below the same would not be considered for commercial evaluation. However, Bank reserves the right to relax the criteria but not less than 60%.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to:

The technical evaluation criterion would broadly involve the following major areas:

- Compliance to the bill of materials as in Annexure 4: Commercial Bill of Material
The Bidder is expected to provide their "compliance" against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated



product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.

Presence of Bidder Service centres in Mumbai and Hyderabad

The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. The Bidder must comply to all the line items in Annexure 4- Commercial Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

- Techno-Commercial Evaluation:

The score(s) will be calculated for all technically qualified bidders using the formula: -

$$S = (0.3 \times \frac{C_{\text{minimum}}}{C_{\text{quoted}}}) + (0.7 \times \frac{T_{\text{obtained}}}{T_{\text{highest}}})$$

(Minimum Commercial Quote/Quoted Price) x 30% + (Technical Score/Highest Technical Score) x 70% (Technical will carry 70% weightage and Commercial will carry weightage of 30%)

Highest scores so obtained using the above method shall be declared as successful bidders. In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared as successful bidder.

Bidders to note that:

- i. The Bidder should quote the Best Competitive Commercial Bid.
- ii. In case there is variation between numbers and words; the value mentioned in words would be considered.
- iii. In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.
- iv. Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology.
- v. Bank’s committee will evaluate the Technical Evaluation criteria and will decide whether to accept or reject any submission. Committee’s decision will be final and binding on the bidder.
- vi. Bank reserves the option to Negotiate with the successful bidder that is the Bidder scoring highest in Techno-commercials.



Note:

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
2. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
4. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
9. All liability related to non-compliance of the minimum wages requirement and any other law will be responsibility of the bidder.
10. The highest technical score bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
11. The Bank shall not incur any liability to the affected bidder on account of such rejection.
12. The final decision on the successful bidder will be taken by the Bank. The implementation of the project will commence upon acceptance of PO between the Bank and the selected bidder based on the evaluation

Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

12. General Terms

Payment Terms

Payment will be released on delivery by the Central office from where the purchase order is issued. The Bank shall have the right to withhold any payment in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. All the Payment shall be made in Indian Rupees (₹) only.

12.1 Payment Terms are as under:

- a) The following documents must be submitted before invoices are raised by the successful bidder:
- b) Service Level Agreement – 1st time
- c) Non-Disclosure Agreement – 1st time
- d) Phase specific deliverables/certificates – Every time
- e) Signoffs from the Banks – Every time
- f) Bank Guarantee – 1st time

The payment will be released as follows:

12.1.1 Hardware and software Cost

Particulars	Percentage	Payment Milestone
Hardware	60%	On Successful hardware delivery at DC & DR and sign off by Bank.
	30%	On Successful Installation and commissioning of hardware at DC & DR and sign off by Bank.
	10%	06 months post successful installation & GO LIVE of the Hardware at DC & DR.
Software	40%	On Successful software delivery and sign off by Bank.
	50%	On Successful Installation, configuration and commissioning of Software and sign off by Bank.
	10%	06 months post successful installation & GO LIVE of the Software at DC & DR.
Implementation Charges	80%	On Successful Installation, Implementation, Integration, Commissioning of all supplied Hardware and all supplied software i.e. When the solution goes live at DC and DRC.
	20%	06 months post successful installation & GO LIVE of all the supplied hardware and all supplied software.

12.1.2 AMC of Hardware

AMC	Quarterly	AMC of Hardware will be paid in arrears at the end of each quarter on satisfactory service
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12.1.3 ATS / Subscription of Software



ATS / Subscription	Yearly	ATS / Subscription of Software Licenses will be paid yearly in advance.
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12.1.4 FMS Charges

FMS Charges	Quarterly	FMS Charges will be paid in arrears at the end of each quarter
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12.1.5 Any Other Costs

Other Costs	In Arrears	Will be paid in arrears post completion of activity
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General Condition for all the payments -all invoices should be supported by the relevant documentation required for the respective activity. Any Costs not quoted by the bidder in the Commercial bill of material at the time of submission of bid will not be paid by the bank during any stage of the contract period.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by Central Office (CO), as per above payment terms on submission of delivery Challans and installation report. No Advance payment will be made.

The Bank will pay off only undisputed invoices. Any dispute regarding the invoice will be communicated to the successful bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved, the Bank shall make payment within 30 days from the date, the dispute stands resolved.

The required documents to be provided along with original invoice. Original delivery Challans /UAT sign off / go live signoff/ DR Drill completion and related documentation as per applicable milestone duly stamped and signed by the Bank Official.

The payments will be released on submission of invoice to DIT., CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any. The Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

Fixed Price

The commercial offer shall be on a fixed price basis, inclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

Taxes

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all



applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

In case of any variation (upward or downward) in Government levies / taxes / etc. up-to the date of providing services, the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as non-conformity with these guidelines and proceed accordingly.

Goods and Services Taxes (GST) and its Compliance: -

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

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

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

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

Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

13. Service Level Agreement (SLA)

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax/ any electronic messaging system etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7X365 monitoring, escalation and resolution infrastructure.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ NPCI/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract

period. Any delay in meeting the timelines would result in penalty.

- The Bidder should Guarantee 99.99% availability for the proposed solution
 1. SLA for ATM Switch and CMS SOLUTION:

Vendor will have to guarantee a minimum uptime of 99.99%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.99%.

Uptime percentage - 100% minus (less) Downtime Percentage

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

Total Available Time – 24 hrs. per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative.

Penalty will be deducted from Quarterly Facility Management cost, AMC and ATS cost. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Navi Mumbai in favour of Bank for the same within 15 days from the notice period from the Bank or Bank may invoke the Performance Bank Guarantee to recover the penalty.

Down time and penalty will be calculated for the unscheduled activity or any failure in service. Scheduled down time will not be part of penalty calculation. All penalties will be calculated and applied Quarterly independent of each other. Formula for calculating the penalties for ATM Switch and CMS will be as under

- Total penalty = Criteria 1 penalty + Criteria 2 penalty + Criteria 3 penalty

Criteria	Details	Penalty	Example
Criteria 1	Quarterly uptime of system should be 99.99%.	A flat penalty of Rs 50 Thousand after crossing threshold of 13 minutes (0.01 % of uptime i.e. 1,29,600 minutes in a quarter {90 days * 24 hours * 60 minutes}) and subsequently penalty of Rs. 5,000/- per minute of downtime due to the problem in system (Hardware, software, , services etc.) .	System Down for 15 minutes in a quarter. Penalty = Rs. 60,000 {50,000+[2*5,000]}



Criteria 2	Quarterly Decline of transactions due to the problem in system (Hardware, software, or services) provided should not be more than 0.01%	A flat penalty of Rs 50 Thousand after crossing threshold of 9000 transactions (0.01 % of i.e. 9,00,00,000 transactions in a quarter {90 days * 10,00,000 transactions per day}) and subsequently penalty of Rs. 5,000/- per 1000 transaction decline due to the problem in system (Hardware, software, , services etc.).The transaction count per day is indicative and actual penalty calculation will be based on total transaction in quarter.	Total transactions declined 12000 in a quarter; Penalty = Rs. 65,000/- {50000 + [3 * 5000]}
Criteria 3	ATMs down due to Switch	A penalty of Rs. 20 X Average transactions per day per ATM X No. of Days	No of ATMs down 20; Avg. transactions per ATM 70; No. of days down 2; Penalty = Rs. 2,800/- {Rs. 20 X 70 X 2}

2. SLA for Onsite Support Facility Management

Uptime percentage will be calculated as (100% less Person non-attendance Percentage) Person non-attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated monthly. Total Available Time is 8 hrs. per day per person for a week.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai/ Navi Mumbai in favour of Central Bank of India for the same within 15 days from the notice period from the Bank.

- In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

- The Bank will use below mentioned calculation for Quarterly payment outflow of any resource.
- $\text{Payment outflow (Quarterly)} = (\text{Number of days resource is present in a Quarterly} / \text{Total number of working days in a Quarterly}) \times \text{Quarterly payment amount agreed for a resource between bidder and the Bank}$
- In case Onsite Technical support not provided by the bidder from the date of first go – live transaction failing which the Bank shall invoke the Bid security declaration and Bank Guarantee. In case of Onsite Technical Support is not present in Bank and there is no alternate resource then Bank shall deduct payment from Quarterly payments on pro rata basis.
- Apart from this, Bidder has to ensure mandatory 100% attendance (per month) of the onsite resources throughout the contract period. If the resources attendance be below 100%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly.

3. Service LEVELS FOR Changes - Post implementation phase

The Bidder is expected to complete the new changes / functionality / responsibilities that have been assigned as per the agreed Change order timelines, for new deliverables. Calculation of penalty will be ₹2000/= per day delay beyond agreed timeline.

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

4. Penalty for delay in implementation:

For implementation of the project, the successful bidder has to necessarily comply with Time Schedule for the following activities-

Activity	Timeline for completion	Penalty
Stage-1 a) Delivery and installation of all the Hardware items offered b) Delivery of Software (Application, Database, OS etc) licenses along with object files, source code etc c) Installation of all the software items with latest version and patches.	3 Months from the date of accepting the purchase order	The total time to complete the entire activities is 12 Month from the date of accepting the purchase order by the successful

<p>Stage- 2 a) Necessary implementation, configuration, certification, testing and ready to go live of Issuer and Acquirer transaction should be completed in this phase.</p> <p>b) All necessary additional hardware / simulators/ software for certification and stress testing will be arranged by the bidder. Also all customization related activity needs to be taken care.</p> <p>c) A detailed project plan is expected and needs to be adhered and strictly followed to meet the timeline.</p>	<p>6 Months from the date of accepting the purchase order</p>	<p>bidder.</p> <p>After 12 Month from the date of accepting the purchase order, penalty of 1% of project cost will be charged per week, maximum up to 10% of the project cost.</p>
<p>Stage-3 a) Bidder has to demonstrate all the functionalities /requirements depicted in the scope of work along with all required customization including interfaces with existing switch available at that time.</p> <p>b) All the interface implementation, configuration, certification, testing and ready to go live should be completed in this phase.</p> <p>c) UAT and sign off test environment should be arranged by the bidder. Also all customization related activity be completed at the end of this phase for final testing by business teams and sign off.</p>	<p>9 Months from the date of accepting the purchase order</p>	<p>Beyond that Bank may invoke the Bank Guarantee/ Blacklist the Bidder or both.</p> <p>In case bidder not complete the integration within TAT then Bank shall terminate the contract and invoke the Bank Guarantee or blacklist the bidder for a period of Seven years for further participation in Banks RFP or both.</p>
<p>Stage 4- a) Testing of all module/functionalities/ requirements as depicted in scope of work is to be made live.</p> <p>b) All data/ interfaces/ devices is to be migrated from old Switch to new Switch</p> <p>c) All ATM operations is to be made live on new</p>	<p>12 Months from the date of accepting the purchase order</p>	

5. Penalty against Regulatory Compliance:

Any penalty/cost imposed by the Regulator on Bank due to any defaults attributable to the Bidder will be the responsibility and liability of the successful bidder and the bank shall be compensated for the same.

6. The successful bidder shall be liable for any financial loss at any stage arising out of the malfunction of the Application or any components in the system due to bugs, errors, logics etc. Such losses shall be recovered from the successful Bidder.



7. Tables of Incident Matrix

Incident to be reported within (if unresolved)	Escalation Hierarchy
15 min	Senior Manager-IT of the Bank
1 hour	Chief Manager –IT
2 hours	Assistant General Manager (IT) / Deputy General Manager (IT)
> 4 hours	General Manager (IT)

14. Contract Period

The Contract Period will be for a period of 7 years which can be extended for another 3 years as mutually agreed between the bank and the bidder.

15. Order Cancellation

If the bidder fails to deliver and implement the product within time schedule of 12 Months or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the purchase order or entire contract in all such cases of breach of contract by giving 30 days' notice.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bid Security /Performance Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the bidder against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfil the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes.

Bank reserve the right to inform IBA/ other banks about blacklisting the Service Provider in case of default in service or delay leading to financial or reputation loss, loss of time of the Bank.

16. Indemnity

- a) The Successful bidder (the prospective service provider) shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - i) Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO
 - ii) An act or omission of the Successful bidder, its employees, agents, sub-contractors in the performance of the obligations of the Successful bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or



- iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
 - iv) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
 - vi) Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - vii) Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.
- b) The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- i) Notifies the Bidder in writing; and
 - ii) Cooperates with the Bidder in the defense and settlement of the claims.
- c) The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
- d) Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:
- i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
 - ii) all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or
 - iii) such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source,



provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- (a) The Bidder has sole control of the defense and all related settlement negotiations.
- (b) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
- e) Indemnity would be limited to damages awarded in arbitration and shall exclude indirect, and incidental damages. However, indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

17. Liquidated Damages

- a) If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
- b) The Liquidated Damages (LD) shall be 1 % of the affected Components / delayed services. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or invocation of Bank guarantee. In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

18. Confidentiality & Non – Disclosure

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank and are governed by the outsourcing policy of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

As the bidder is providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from the date of acceptance of purchase order.

19. Guarantee on software license

The bidder shall guarantee that the software and License supplied under this contract to the Bank is legally obtained. Software supplied should not have any embedded malicious and virus programs.

20. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

21. Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a 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) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

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

22. Format of the Letter of undertaking of Authenticity to be submitted by the Bidder

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing.

The format for the same is as below.

“We undertake that all the Software, License supplied shall be original and new only, sourced from the respective OEM/OSDs of the products and that no refurbished / duplicate/ second hand software / license are being used or shall be used.

We also undertake that in respect of licensed asked by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.



We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of supply and deployment. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of delivery of License as per PO or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or deployment, for the software License already billed, we agree to take back the software License without demur, if already supplied and return the money, if any paid to us by you in this regard”.

23. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/ NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labor laws for its employees and sub-contractors or as the case may be. Bidder should take bank’s prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank

24. Assignment

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



25. Execution of Contract, SLA and NDA

The bidder and Bank should execute

- a) Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- b) Non-disclosure Agreement.

The bidder should execute the contract and NDA within 21 days from the date of acceptance of the Purchase Order. Draft of SLA is to be submitted by Bank within 30 days from date of acceptance of PO for Supply, Implementation, Migration and Maintenance of EFT and DCMS Solution under CAPEX Model” and Successful bidder has to execute SLA with Bank within 21 days after receipt of the draft of SLA.

In case of inconsistency among the concerned RFP, this SLA and the Purchase order, the RFP clauses shall prevail.

26. Bidder's liability

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

27. Information Ownership

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

security safeguards designed, developed, or implemented by the Bidder or existing at any Bank Site.

28. Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

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

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of



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

Visitations

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

29. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third-party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third-party software or modules supplied by the Bidder as part of this Project.

30. Termination

- a) **Termination for Default:** The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:
 - i) If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;



- ii) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- iii) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public 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 a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior 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.
- b) In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.
- c) In case the contract is terminated then all undisputed payment will be given to bidder, but disputed payment shall be adjusted by way of penalty from invoices or PBG.
- d) **Termination for Insolvency:** If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, 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. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.
- e) **Termination – Key Terms & Conditions:** The Bank reserves the right to terminate the agreement with the Bidder / bidder at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder.
- i) has a winding up order made against it; or
- ii) has a receiver appointed over all or substantial assets; or
- iii) is or becomes unable to pay its debts as they become due; or
- iv) enters into any arrangement or composition with or for the benefit of its creditors; or
- v) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank.



f) Exit Option and Contract Re-Negotiation:

- (a) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
- i) Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract
 - ii) Delay in delivery, performance or implementation of the solution beyond the specified period;
 - iii) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- (b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- (c) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the 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 Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP 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 Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.
- (d) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder 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 as serving satisfactory, as per satisfaction of the Bank. 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 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 Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.



31. Privacy and security safeguards

- a) The 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 Bidder or existing at any Bank location. The Bidder will have to 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 Bidder will have to 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 Bidder or existing at any Bank location.
- b) The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- c) The Bidder hereby agrees that they will preserve the documents.

32. Governing Law and Jurisdiction

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

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

33. Compliance with Laws

- a) Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b) Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any



failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

- c) This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

34. Violation of Terms

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

35. 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 offer submission) designed to establish offer 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.

All necessary compliances relating to the transaction such as disclosure in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

36. Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

37. Entire Agreement; Amendments

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

38. Survival and Severability

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

39. Material Adverse Events:

Successful bidder, during the service period, will have to report material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to the Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.

40. Effective access by Bank to all record:

Bank should have effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the Successful bidder during the period of Contract.

41. Successful bidder to Provide Details of Data:

The Successful bidder to provide to Bank the details of data (related to Bank and its customers) captured, processed and stored.



42. Data / Information which can be shared:

The Successful bidder is not permitted to share any Types of data/information/customer data/information with Bank's customer and / or any other party. The Successful will be comply by The Digital Personal Data Protection Act, 2023 (DPDPA) and amendments thereon.

43. Contingency Plans:

Successful bidder should have a contingency plan(s) to ensure business continuity and testing requirements.

44. Information of Third Parties:

Bank will have right to seek information from the Successful bidder about the third parties (in the supply chain) engaged by the former.

45. Prior Approval / Consent of Bank for use of Sub- contractors:

Successful bidder to take prior approval/ consent of the Bank for use of sub-contractors for all or part of an outsourced activity.

46. Skilled Resources of Successful bidder for Core Services:

Successful bidder to have provision to consider its skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations);

47. Back to Back Arrangements between Successful bidder and OEM:

There should be suitable back-to-back arrangements between successful bidder and the OEMs, if any.

48. No relationship of master and servant or employer and employee

Notwithstanding what is stated elsewhere in this agreement, there will not be any relationship of master and servant or Employer and employee as between the Bank on the one hand and the successful bidder and/or the personnel employed/engaged by the successful bidder on the other hand.

49. Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be either uploaded in the website or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.



In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

50. Period of Validity

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

51. Last Date and Time for Submission of Bids

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

52. Late Bids

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

53. Modifications and/or Withdrawal of Bids

- a. Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- b. No bid will be modified after the deadline for submission of bids.
- c. No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

Clarification of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

Bank's Right to Accept or Reject Any Bid or All Bids

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

54. Signing Of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign

agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

55. 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-15 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:

- a) 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.
- b) “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.
- c) “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - i) An entity incorporated, established, or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- d) The beneficial owner for the purpose of (iii) above will be as under.
 - i) In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more 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.
- ii) 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.
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
- v) 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.
- vi) An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

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

58 Compliance of all Regulatory Requirement like MHA, RBI, NPCI, DFS, IBA etc. during the Contract period

It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA and VISA/MasterCard/NPCI etc. requirements to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines.

Bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI with the supply of machine and new advisories issued during the contract



period:

- 1) RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ATM switch to Card Networks.
- 2) Circular No. RBI/2019-20/130 DBS (CO).CSITE/BC.5/31.01.015/2019-20 dt. 31.12.2019 on Cyber Security controls for Third Party ATM Switch Application Bidders.
- 3) "Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution.
- 4) Bidder should comply with Department of Supervision, Central Office Cyber Security and IT Risk (CSITE) Group, Advisory: 1/2021 dated 10.04.2021

59 Information Security

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements during the contract period. The supplied item/solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines.

60 Data Protection

Successful bidder will comply with the digital personal data protection Act, 2023 and will comply with all privacy and data protection provisions & subsequent amendments & modifications thereon. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify BANK against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BANK which arise as a result of such breach. Bidder shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same



of the Central Bank of India or any of its affiliate or the name of any Bank's employee or agent, without Bank's prior written express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of RFP and shall entitle the Bank to take appropriate actions as available to it in law and the RFP.

Technical and Organizational Data Protection Measures

- a. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of BANK, it maintains security measures to a standard appropriate to:
 - i. the nature of the Personal Data; and
 - ii. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.
- b. In particular, the Processor shall have in place, and comply with, a security policy which:
 - i. Defines security needs based on a risk assessment.
 - ii. Allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to BANK on or before the commencement of this Agreement.
 - iii. Ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.
 - iv. Prevent unauthorised access to the Personal Data.
 - v. Protect the Personal Data using pseudonymisation and encryption.
 - vi. Ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.
 - vii. Ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.
 - viii. Have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.
 - ix. Ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.
 - x. Have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than



- post) or electronic form (for example, by using encryption).
- xi.** Password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.
 - xii.** Not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.
 - xiii.** Take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.
 - xiv.** have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
 - having a proper procedure in place for investigating and remedying breaches of the GDPR;
 - notifying BANK as soon as any such security breach occurs.
 - xv.** have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and
 - xvi.** Adopt such Organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and BANK's Information Security Policy as appropriate.

61 Business Continuity Plan

The Successful Bidder shall ensure to have effective business continuity and disaster recovery plan. The Successful Bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.

62 Adherence of Cyber Security Policy

Successful Bidder should adhere to Bank's IT/Information Security / Cyber Security Policy. The IT/Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

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

provided by Bank.

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

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Regulatory Authority (RBI, GoI etc.) as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

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

63 ESG (Environment, Sustainability, Governance)

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

64 Disclaimer

The scope of work document is not an offer made by Bank but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality

65 Check list for submission of Bids

Sr	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation/registration.	
2	Audited Balance sheets of last three years 2021-22, 2022-23, 2023-24.	
3	CA certificate for three years average turnover for financial years 2021-22, 2022-23, 2023-24.	
4	CA certificate for operating profit for last three financial years 2021-22, 2022-23, 2023-24.	



Sr	Particulars	Bidders Remark Yes/No
5	CA certificate for net worth for last three financial year's i.e 2021-22, 2022-23, 2023-24.	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head.	
7	Self-declaration on Company's letter head should not have been blacklisted/debarred.	
8	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises.	
9	Self-declaration on Company's letter head about the NPA / Any case pending.	
10	Earnest Money Deposit (EMD) / Bid Security.	
11	Annexure-1(Scope of work for SWITCH, CMS and ATM monitoring solution)	
12	Annexure-2 (Types of report)	
13	Annexure - 3 Compliance to Scope of work	
14	Annexure - 4 [Masked Commercial Bid]	
15	Annexure -5 (Eligibility Criteria Compliance)	
16	Annexure - 6 [Bidder's Information]	
17	Annexure - 7(Pro-forma for Deed of Indemnity)	
18	Annexure - 8 [Undertaking for Acceptance of Terms of RFP]	
19	Annexure -9 [Manufacturer Authorization Form]	
20	Annexure-10 [Integrity Pact]	
21	Annexure - 11 [Non-Disclosure Agreement]	
22	Annexure -13 [Bid Security Format]	
23	Annexure -14 [Guidelines on banning of business dealing]	
24	Annexure -15 [Land Border Clause]	
25	Annexure -16 [Certificate of Local Content]	
26	Annexure -17 (Query Format)	
27	Annexure -18 (Certificate for RFP cost waiver for MSME/NSIC firms)	
28	Annexure -19 [Undertaking of Information Security from Bidder]	
29	Annexure-20 Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"	



Annexure 1 REQUIREMENT / SCOPE OF WORK

Bank is looking for a bidder to provide a comprehensive EFT solution, Debit Card Management Solution, seamless migration from existing Lusion Tango 6.2 Switch to offered switch, complete maintenance of new EFT Switch and Debit Card Management solution under capex Model with following facilities/ Services.

STANDARDS(ATM Switch and DCMS Solution as applicable):

1. All the applications software setup will be provided by the successful Bidder in the solution without any constraint like number of Transactions, Cards, Institutions, interchanges, Devices, application modules, hardware, users, locations viz. DCs/ DRs etc. It will also be applicable for its subsidiaries & sponsored RRBs. The Bidder shall perform the role of a system integrator and take accountability of end-to-end solution delivery. Bidder to design, size and provide the optimal hardware required without compromising the performance at DC and DR.

2. The Bidders should guarantee availability of support including future upgrades free of cost for the solution for a minimum period of 7 years from the date of going live or in case of renewal for further 3 years. In case of takeover/amalgamation/merger of bidder, Hardware /Software OEMs, facility management vendor by/with another company, the Service level agreements (SLAs) and other commitments entered into shall be passed on to the new entity without any additional commercials and should submit an undertaking to this effect.

3. Bidder to ensure that new Switch solution is compliant to all existing regulatory guidelines of GOI / RBI/ Interchanges and also adheres to requirements of IT Act 2000 and its amendments (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007. A self-certificate to this effect should be submitted.

Any new features, functionalities introduced by Card networks shall be provided by the successful bidder with all the applicable use cases, as per the mutually agreeable timelines. Likewise, any statutory guidelines by Card networks, Regulators, Government shall be provided by the successful bidder at no additional cost to Bank. Bank at its discretion may choose to avail all or any of the functionalities mentioned in this RFP.

Any regulatory changes which are necessitated in the proposed solution due to changes in the law or provisions or directions introduced /issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes will be promptly effected by the selected bidder to the Bank during the contracted period at mutually agreed terms, conditions and timelines.

4. The new Switch will initially work as an adjunct switch to existing switch. Subsequently all ATMs/POS/Devices/ Interfaces, Card Data, customizations etc. along with all existing functionalities will be migrated to new switch in a phased manner. The present setup is as under–



All the ATMs of different makes of the Bank are connected to the central ATM Tango 6.2 Switch through different connectivity mediums like Leased line, VSAT, 3G/4G etc. Currently the system is on DELL servers at production site with 2 Thales Payshield 10K HSMs for DC, one for authorization and other as UAT HSM. Two HSMs are used for Card production/PIN printing. One HSM is at DR site. The application is Lusis Tango (Version 6.2) EFT Switch. Bank is issuing RuPay, MasterCard and VISA cards to its customer. Bank is also using Debit Card Management Solution and ADM Tool for monitoring of ATMs, provided by current vendor. Bank has a separate Backup server and a separate MIS server.

5. The new switch will be installed in Bank's Data-Centre and DR sites by the bidder. The site is concurrently maintainable which means that each and every capacity component including elements which are part of the distribution path, can be removed/replaced/serviced on a planned basis without disrupting the ICT capabilities to the End-User. It has protection against most physical events. Necessary Infrastructure like Storage, Backup, Restoration setup, Backup Media, Necessary Software licenses etc are to be provided by the bidder. Consumables such as tapes, etc to be provided by the bidder.

6. Solution should provide like to like DR infrastructure (Replica of production).

6.1 DR setup should be in High Availability mode.

6.2 Recovery point objective (RPO) should be less than 5 minutes.

6.3 Recovery time objective (RTO) should be less than 2 hours.

6.4 Near real time secured data replication between Production and DR site should be ensured. The ATM switch application should support Integrated online data replication for high availability without any dependency on database software or replication tool.

6.5 The bidder should conduct scheduled / unscheduled DR drills (minimum quarterly) as advised by Bank from time to time and submit report to bank with details of RPO/RTO achieved & any other issue observed.

6.6 Redundancy at Server/Component/Equipment level. Necessary testing should be carried out quarterly and the reports should be submitted to the Bank. Time for conducting DR Drill is to be synchronized with Bank's CBS.

7. EFT Switch availability of 99.99% should be assured. The Hardware vendor must also give back-to-back guarantee for system uptime. Vendor should provide appropriate Tool/Portal for monitoring system infrastructure (system, application) for measuring SLA. Monthly SLA report with details of TPS, CPU, memory etc is to be provided by the bidder.

8. It should support all CD, ATM, BNA, PoS, Cash Recycler and Kiosk machines etc. of leading manufacturers including but not limited to NCR, Diebold, Wincor, Lipi, Perto, Triton, Hitachi, Vortex, Hysoung etc. Future and old Version Support for all ATM drivers for all leading ATM manufacturers.

8.1 It should support all latest industry standard ATM protocols like NDC/ NDC+, Diebold emulate 911/912 etc.

8.2 Support bio-metric ATMs/devices and respective end to end transactions handling with interface to Biometric Authentication Server, UIDAI, NPCI etc. and any other devices which may be introduced by regulatory authorities from time to time.



8.3 Support ATMs for visually impaired persons with voice guidance.

8.4 Key download of security keys (TM Keys) on ATM and POS as per Visa/MasterCard/RuPay mandates with the support of dynamic key exchanges based on time, date, transaction volume.

9. It should support all major POS terminals / Micro ATMs / Hand Held Terminals including but not limited to VeriFone, Lipman, Ingenico, Hypercom, Schlumberger, Gemalto, Pinelab etc.

Should support Biometric Authentication as per Bank's existing Biometric System and also Aadhaar Based Biometric authentication (if required)

10. It should support Note Acceptance (Single and bunch)/ Cash recycler for all available models of all major BNA / Cash Recycler / ATM / Kiosk manufacturers.

11. Solution should support different types of cards like RuPay, MasterCard, VISA, Amex, Discover, proprietary cards, prepaid cards, credit cards, EMV (Chip & PIN) Cards, Smart Cards, INSTA Cards, Virtual Card, Wallet etc for any transaction.

12. Solution should support following services at ATMs –

12.1 Cash Withdrawal

12.2 Balance Inquiry

12.3 Mini Statement

12.4 Fast Cash

12.5 PIN change

12.6 Cash/Cheque Deposit, Services for BNAs/CRs

12.7 Fund transfer

12.8 Bill/ Fee/ Donation/ Tax Payments/ Ticket Booking / Utility Bill Payment

12.9 Cheque Services (Request for Cheque Book, Request for Stop Payment, Revoke Stop Payment, Cheque Status Enquiry etc.)

12.10 Transaction related queries

12.11 MasterCard Money Send/ Visa money transfer

12.12 Mobile Number Registration

12.13 Multilingual screens(Multi-Language: Hindi, English and Regional Language)

12.14 Multilingual printing of receipt

12.15 Mobile Banking Enrollment

12.16 Card to Card Transfer

12.17 Admin card functionality for cash replenishment/Cassette swapping and other EOD functions.

12.18 Support for Personalized screen flow for different card types / holders.

12.19 No limitation on number of screens at ATM.

12.20 AADHAAR Registration ON-US, Issuer and Acquirer modes

12.21 Internet Banking Services / Mobile Banking Services

12.22 Credit card payment

12.23 Support for all NFS / NPCI services including Value Added Services, UPI, BBPS etc.

12.24 Visa Fast Fund

12.25 IMT Service

12.26 Green PIN Generation



12.27 Card-less cash withdrawal for Onus and Interoperable Card-less cash withdrawal (ICCW)

12.28 Cash Deposit (Envelope or through scanning cash) – Bunch Note Acceptor or Recycler ATM Onus and Interoperable Cash Deposit (ICD)

12.29 Retail loan lead generation

12.30 Any other service of all major network/interchange required in future should be customizable at mutually agreed terms and conditions.

13. Solution should also support all standard POS and E-Commerce transactions as an issuer.

14. Fraud and Risk Monitoring Solution:- Should be able to integrate with the Fraud Risk Monitoring Solution availed by the Bank

15. Solution should support following interfaces –

15.1 MasterCard

15.2 VISA

15.3 RuPay

15.4 All network/interchange across the globe like Discover, JCB etc.

15.5 National Financial Switch (NFS)

15.6 B@ncs24 Core Banking Solution for Central Bank and Finacle Core Banking Solution for RRBs, etc.

15.7 Bill Aggregators for bill payments e.g. BBPS, etc.

15.8 ACS server for MasterCard Secure code, VBV and NPCI PaySecure and other major ACS server. (Integration with ACS vendor.)

15.9 Interface with all major Payment Gateway /Payment aggregator

15.10 UIDAI (Aadhaar), EVC

15.11 Onus/Offus POS and E-commerce transaction including cash at POS.

15.12 Security Operation Center (SOC) of the Bank/ SIEM/ DAM/ PIM

15.13 Interface with existing Switch (Tango 6.2) as initially new switch will work adjunct to the existing switch till all the functionalities are migrated to new Switch.

15.14 Interface with ATM managed Services vendor's software for providing feeds of different events of ATMs/CD/BNA/CRs/Kiosks etc. Bidders should provide smooth online real-time feed to all existing vendors and future vendors without any extra cost. The feed to be stored for an agreed time period.

15.15 Interface with Bank's Internet Banking Services and SMS Alert Server.

15.16 Interface with IMPS Server

15.17 Interface with Bank's Mobile Banking Services, UPI services

15.18 Interface with Bank's Financial Inclusion Switch.

15.19 Biometric Authentication Server.

15.20 Reward Point Programs (Loyalty Program Vendor, The necessary data dump of Cards and Transactions to be provided to them as per the required format and frequency.

15.21 Cash Deposit and Multi-Functional Kiosks.

15.22 Interface with Bank's EFRM solution (Preventive mode)

15.23 Interface with RRBs of Bank

15.24 Unified Dispute and Issue Resolution (UDIR)

15.25 Customer Relationship Management (CRM)

15.26 SMS Banking, Phone Banking, IVRS (Interactive Voice Response System)

15.27 Data warehouse system (SDR)



15.28 Banks Payment Hub Middleware /CP4I/Omni Channel

15.29 DBU

15.30 All Functionalities/ Customizations as on date of PO issuance of the proposed solution need to be carried out by the successful bidder.

15.31 Any other existing interface and any other interface required in future should be customizable.

16. All existing interfaces/ integrations and customizations(ATM Switch and DCMS) as on date of PO issuance should be provided without any additional cost to the Bank and any mandatory Regulatory/ Statutory/ Govt. requirements in future should be provided without any additional cost to the Bank. Customization/mandate as per audit requirement (Bank's internal / external /RBI Audit or any other audit) to be implemented without any cost.

Bidder has to address all audit (VAPT, IS AUDIT, etc.) observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the bank or bank appointed external auditor.

The solution should be scalable and flexible to provide new service and interfaces with external parties (without any downtime) in future as per the Bank's growing Business requirements.

17. The switch should support web enabled kiosks and Multifunctional Kiosks for Financial/ non-financial, Card based/ non card based transactions. Broadly following services should be supported on Kiosk –

17.1 Cash Deposit

17.2 Cheque Deposit

17.3 Pass Book Printing

17.4 Bill payment

17.5 E- Ticketing

17.6 Other service required in future.

18 The solution should provide complete card management system to handle Debit Cards, Prepaid cards (EMV, NFC, Contactless, NCMC and Magstripe Cards) etc.

19. Should maintain dedicated MIS server at DC with online replication with their DR server for providing any regular/ adhoc report needed by the bank. The MIS server needs to be online replicated with switch solution provided to Bank, so as to generate any adhoc report on the fly.

20. Basic transaction, ATM and system monitoring facility should be the part of the solution.

Also, integration with Bank's System monitoring solution as per Bank's requirement.

Bank has the right to deploy DAM (Database Activity Monitor) solution, PIM (Privileged identity MANAGEMENT) and SIEM (Security information and event MANAGEMENT), Anti-Virus and other security and compliance solutions required the bank in servers in order to comply with bank's policy and applicable regulatory, security advisories guidelines without any additional cost. Bidder must not object these deployment as required by bank citing any other reasons.

21. Monitoring: The successful bidder should provide GUI based Dashboard for real-time monitoring of terminals and transactions. Dashboard should be compatible with all latest

browsers (Eg. Edge, Chrome, Mozilla, etc.) The system should support a minimum of 100 concurrent users.

a) Online status of different components of Switch application like processes, interfaces nodes, etc.

b) Solution should have comprehensive transaction, application and platform monitoring, continuous health check of System components, reduce system downtime and manage costs, near real-time transaction, service and system visibility, Customized reports in multiple formats and SMS/Email alerts for various application and system occurrences, incidents.

c) Solution should be real time UI-based solution for monitoring the Switch and DCMS and its various components. Its primary function is to monitor the Switch and DCMS / associated processes.

d) Solution should monitor and track transactions end-to-end, from payment source to payment completion. With enough detail to perform immediate root-cause analysis, should deliver the most accurate representation of the end-user experience.

e) Solution should have real-time information, rich features, interactive & user-friendly interface, incident management, data points and reporting capabilities to improve the current business practices and exponentially increase the operational process efficiency and business transparency

f) Solution should have the following capabilities: (Illustrative but not exhaustive)

1. ATM Monitoring:

Monitoring shall provide the following features:

- Device fault reporting
- Device status

2. Dashboard showing list of terminals having hardware and other general faults:

Below mentioned categories/sub-categories shall be configured.

- Hardware Problem View
 - Card Reader
 - Cash Handler
 - Receipt Printer
 - Journal Printer
 - Dispenser
 - Cassettes
 - EPP [Pin-pad]
- Cash out problem View
- Communication Down View
- In-Maintenance View
- Reject Bin Overfill
- Journal Printer Paper Out
- Receipt Printer Paper Out



3. Dashboard showing list of terminals/terminal set having FLM faults related to supply out, device jammed.
Display Cash Out Problem, All Cassettes Fatal, Journal Printer Paper Out, Receipt Printer Paper Out, ATMs in Supervisor Mode and Communication down.
4. Dashboard showing the transactions statistics for terminal/terminal set, Issuer, Acquirer:
 - Transaction statistics for Approval, Declines, Reversals, Total-count, and TPS etc.
 - Transaction statistics on Entity types [Issuer, Acquirer, AT MID, Response code etc.]
5. Functionality to mark/show Non-operational terminals:
Interface to mark the Terminals as Non-operational, if physically not available onsite but exist in switch configuration. Availability reports not to include these Terminals.
6. Views & Dashboards based on onsite/offsite category:
To display Out of Service ATMs at Onsite/Offsite category.
7. Dashboard for overall Transactions Monitoring in terms of TPS, Denial, Reversals, Approvals, Avg. Response time and Avg. Interchange Response time:
Dashboards with below mentioned views shall be created:
 - Acquirer Transactions stats
 - Issuer Transactions stats
 - Average TPS status in gauge
 - Approved/Declined Transaction Stats
 - Vendor-wise Terminal statsConfiguration of dashboard to provide following entity types:
 - Switch level View
 - Issuer View
 - Acquirer ViewBusiness and Technical Decline reasons based on the Switch data:
 - Interval shall be 5 mins
8. List of terminals with no transactions for a specific interval, like terminals where there are no transactions from last 1 day:
Dashboard shall display Terminals where there are No Transactions happening at below mentioned Intervals that are configurable:
 - In 4 hours, 12 hours, 24 hoursDisplay Top & Least Performers Daily Stats for terminals falling in these categories.
9. Dashboard for overall monitoring:
Dashboards shall be created to show the following:
 - Out of Service count
 - In-Service count
 - Communication Down count
 - Printer Problem count
 - Terminals in Maintenance
 - Non-operational count
 - Card Reader Problem count
 - Cash Out and Cash handler problem

10. The Solution should have the capability of segregating High Priority/VIP sites: Bank has to provide the data classifying High priority/VIP ATM; Display it in an additional column. Grouping shall be enabled on this column.

11. Configuration to dispatch notification[Email and SMS alerts]

12. Historic Faults and Events:

Portal shall be configured to search faults, events as per the filter options available/configured in the solution.

13. Drill down facility to obtain detailed information or have filter on specific information:

User can immediately see when & where a problem occurred in the ATM network, drill-down to identify the root cause of the problem and take steps to rectify it.

14. Allow searching and sorting on the entities and fields in the views/Dashboard: Searching and Sorting shall be enabled on the dashboard elements.

15. Ability to generate ad-hoc reports and can be exported into .xls format: Ad-hoc reports can be generated by exporting dashboard information.

16. Incident Management:

Incident management features shall enable effective tracking and management of incidents as they occur.

Key features to be configured are:

- Automatic creation of incidents and notification via Email, SMS
- Manual creation of incidents
- Addition of user comment/responses against the follow-up
- Escalation matrix configuration
- Configuration of SLA for FLM and SLM to display any breaches
- Automatic closure of incidents on fault rectification
- Incident search interface shall be provided to the user to enable historic incident data analysis
- Chronic Incident creation for repeated faults

Automatic incidents shall be opened on faults/events received from the switch. These incidents shall get closed automatically on receiving closure events from the switch. Manual incidents are closed manually. For chronic incidents, rule followed is – multiple occurrences of a fault on ATM within a stipulated duration.

17. Standard Reports/Dashboard for monitoring availability, transactions, cash positions and fault details:

- ATM Availability Report
- Transaction Activity and Summary Dashboard
- Transaction Type and Volume Dashboard
- Weekly Transaction Approvals/Denials/Reversals/On US/ Off US
- Daily Approvals Percentage Dashboard
- Daily Denials Percentage Dashboard



- Daily Reversals Percentage Dashboard
- Daily Downtime Report
- Monthly Downtime Report
- Response Code Analysis Dashboard
- Real time Cash Position Dashboard
- SLA Violation Report
- Periodic Report on Incidents
- EJ Status Report
- Audit Logs

If requested, reports can be scheduled also.

18. Dashboards for comparison:

- Business Yesterday versus Business Today. Similarly, for Weekly and Monthly analysis
- Transaction trend weekly, monthly etc.
- Top & Least Performers Yesterday versus Today. Similarly for weekly and Monthly analysis

19. Overall Transaction Monitoring dashboard:

- Overall Transaction Count in 5 mins stats
- Current TPS Usage
- Total Transaction by Response Code
- Top and Bottom 3 transacting Acquirer
- Top and Bottom 3 transacting Issuers
- Overall Approve, Denial and Reversal Transaction percentages
- Transaction by Type

Display Average Transactions per second information in Gauge.

20. Transaction Monitoring dashboards [hourly/daily/ weekly/monthly]:

- Top 5 transacting Issuers
- Top 5 transacting Acquirer
- Top 5 transaction Types

5-minute statistics should be made available.

21. Configuring RBAC:

Role Based Access Control module shall be configured to manage and authenticate users based on the roles & permission provided/assigned to each user.

22. Retention period configuration:

- Events [last 7 days]
- Faults [last 30 days]
- Incidents [30 days]
- Availability/Downtime [last 180 days]
- Transactions [last 7 days]
- Transaction Statistics [5mins – last 7 days; Hourly – 15 days; Daily – 365 days]
- Cash [Real-time]

Retention period is configurable.

23. EJ Upload with EJ Viewer functionality:



EJ Viewer functionality to be provided. Filter criteria can be used to search for EJ of a particular date/terminal.

24. Remote Commands:

Following commands to be configured:

- Rebooting/resetting terminal
- Reset Dispenser
- Reset Receipt Printer
- Reset Journal Printer
- Reset Cash Acceptor

25. Dashboard to monitor consistency of EJ uploads:

- ATMs from where EJ has not been received in last X hours(Configurable)

26. Content Distribution:

Solution to distribute files to terminal/terminal set to be provided.

File types supported are .JPG, .PNG, .TXT, .ZIP, .PDF, .MPEG, .GIF.

27. View Terminal Screenshot:

Configuration to be done to view screenshot of the terminal [print screen].

28. Data Points & Reports

1. Top 5 Acquiring/Issuing transaction rejections based on response code.
2. Average and Current TPS
3. Transaction Statistics based on processing code.
4. ATM / POS transaction statistics
5. Overseas/ International transaction statistics
6. SAF/Fallback transaction Statistics

29. Application Monitoring

1. Monitor the task/process status.
2. Monitor Fatal, Error, and Warning status.
3. Comprehensive Acquirer/Issuer and Card Scheme-Institution and Bin Up or down status
4. SAF Monitoring – status for all types of advice messages

30. Platform Monitoring

1. CPU Load
2. Memory/Disk utilization
3. Defunct process list

31. Connection Monitoring

1. Connectivity between application and database
2. Connectivity between application and HSM
3. Connectivity between application and ATM, Acquirer/Issuer Hosts, & Networks

32. Solution architecture should consist of a set of modules that network efficiently to provide a comprehensive payment monitoring solution. Complete data should be maintained with features like –

- 1) Role-based access control



- 2) Connection and data encryption
- 3) Data masking.

33. Solution should have the following design features for continuous performance.

Parallel Processing

Precompiled queries

Continuous Logging

Aging of records and moving them to history tables

Purging of old records

Stored Procedures in specific cases

22. It must all support industry standard message formats (ISO 8583(all versions), [ISO 20022], XML etc.).

23. The solution should comply with all requirements (standards and guidelines) of RuPay / MasterCard/ VISA and all other major interchanges.

24. It should provide all industry standard and Bank specific reports in desired format for reconciliation for Bank's current and future need. Annexure-2 has the list of reports generated from the current Switch/DCMS/ADM.

25. Solution offered should be based on industrial standards. It should have modular architecture allowing built-in process and service redundancy and should support load sharing and fault tolerance for software/ hardware failure. The solution shall have industry standard Load balancing functionality to handle the application load. It should support configuring Primary and Back-up Processes for continuation of service if an instance fails. The product should be developed with secure coding standards and a certificate in this regard to be submitted as and when required by the bank.

26. Capability to setup separate instances/ interfaces for different Regional Rural Banks sponsored by our Bank / subsidiaries and any other entities that the Bank would like to offer the Switch services. Currently our Bank has 2 RRBs running on separate instances of Finacle.

TRANSACTION:

27. The solution should have following switching capabilities –

Offers reliable and flexible routing schemes to support flow of transactions. The system should be capable enough to route online/ offline transactions to different CBS, network providers, Interchanges, private interchanges, billers, service providers, different Card Management Systems, etc. based on different criteria, some of which are Card number, Account number, BIN number, Institute, Network ID, Transaction type etc.

27.1 Support up to 19 digit card number as well up to 17 digit account number for routing including IBAN and any further variations introduced by VISA, Mastercard, NPCI and any other payment system association, etc.

27.2 Should support card based/ account based routing to different hosts/ interchanges

27.3 Routing of Card based as well as Non-Card based transactions

27.4 Routing based on transaction type.

27.5 Should support variable length Prefix.

27.6 Should support alternate path routing.



27.7 Ability to block /unblock different types of transactions based on – Merchant Category Code (MCC) /limit definition/currency/Bin based /Domestic /International / Country / Institution / Card Number based/ interchange/ ATMs / Cash Deposit Machine. Interface for all above functionality should be provided for mobile app, CBS, Internet Banking, Omni channel, IVRS and other channels etc.

27.8 Should support Stand-in processing, Store and Forward (SAF) and Positive Balance File (PBF) upload and transaction authorization using the same facility. Online replication of balance file on ATM switch server from Host / CBS using tool like Golden Gate etc. The Switch should be capable of maintaining and validating the status of the account such as Debit/Credit/Total Frozen, Closed, Lien marked etc. for Stand-in authorization.

27.9 The Switch should support parallel refresh of SAF records through multiple connections with the host.

27.10 Routing of off-us card transactions advice message to the Bank's Core banking.

27.11 Capability to interface with any card schemes provided by the Bank.

27.12 Transaction load balancing and transaction priority across nodes, processes etc. Alert mechanism should be for transaction block to CBI host end.

27.13 Support for multiple accounts on a card and multiple cards on an account. Support for different types of account like Saving, Current, Overdraft, Cash Credit etc.

27.14 All transactions should be identified by a unique transaction ID generated by the Switch/ATM. GUI based transaction and port monitoring should be available in monitoring tool/Portal.

27.15 The Solution provided by the Successful bidder should support end-to-end MANAGEMENT of tokenization of debit card as per the RBI guidelines.

27.16 SB should maintain the technical declines if any within the Regulatory(RBI/ Interchanges) threshold. SB is solely responsible for deviation/breach of threshold if any along with penalty.

28. Solution should support following authorization/ authentication/ security features/mechanism –

28.1 The system should support AES, DES, triple DES, IBM 3624/ ANSI X 9.9/ ISO 9654 method of PIN verification. The system should support PIN of variable length. The Switch should support encryption/decryption by interfacing with Host Security Module (HSM), other leading industry wide PIN verification solutions and all Micro ATM/KIOSK Standard.

28.2 Solution should support 6 and 8 digit card BINs for various Networks(Issuing and Acquiring)

28.3 Admin Card Generation and Admin Card PIN verification for ATMs, BNAs/CRs and other channels wherever necessary.

28.4 Verification of the validity of the card(whether Active or Inactive)

28.5 Checking for Hotlisted or Closed cards

28.6 CVV/CVC/CVD, CVV2/CVC2/CVD2/ICVV and any other verification code using HSM.

28.7 PIN/PAN and PIN/PAD methods of PIN block encryption and decryption.

28.8 PIN offset and VISA PVV verification.

28.9 ARQC and ARPC

28.10 Expiry date

28.11 Check Digit



28.12 Limits (Daily/ Weekly/ monthly etc.) setting and checking at Global level, BIN level, Prefix level and Card number level, Product level, Type of Transaction level, online/ offline limits etc.

28.13 Option for card holders for personalized limits for different types of transactions.

28.14 Support Negative /Positive Bin /Prefix/card list / Hot listed Card.

28.15 The application/Environment should be PA SSF, PCI DSS, PCI-PIN, PCI-HSM and ISO 27001:2013 certified/compliant. Certificate (as per latest version / standard) should be current during the tenure of the contract.

28.16 Dynamic generation of terminal session key must be available.

28.17 The system should maintain a record of the users who have accessed the system, resources used and actions performed along with security violations.

28.18 The Switch must be AES /triple DES compliant.

28.19 Should support EMV/ Quick EMV, NFC , RF transactions.

28.20 The solution should support secured PIN generation and printing at bank

28.21 Solution should have audit logs of each activity on the system.

28.22 The system should provide key management (3DES and other latest technologies available).

28.23 It should have audit logs of the transaction throughout the system and each transaction should be uniquely identifiable in the system.

28.24 Support for MACing - Field/element level.

28.25 Dynamic/ Static key exchange with interchanges.

28.26 The mode to access the system should be through passwords/smartcards/biometric to ensure that only authorized users gain access. User passwords in the Switch (OS Level, DB Level and Application Level) must be encrypted using industry standard encryption algorithms. It must support complex passwords and bank policy should be implemented

28.27 The user rights on the system should be definable up to file/ table/ pages in the file level so that a user can perform only those tasks, which are assigned to him. There should be support for providing different types of rights like read only, write, modify, delete, execute etc.

28.28 Should allow configurable enterprise wide password policy like length/ complexity/ validity period/ Max. attempts/ single session per user/ etc.

28.29 Should provide audit trail for all user activities and provide exception report.

28.30 User login passwords should be transmitted in encrypted as per best industry standard format between client and server to prevent unauthorized access.

28.31 All the file/data transfers from/to Switch should be in secured manner.

28.32 Solution should support secure/encrypted sessions.

28.33 Any other industry standard security requirement

28.34 The Switch solution offered should comply with EMV/PCI standards and all upgrades provided by the bidder during contract period also should be certified / compliant to the EMV/ PCI standards.

28.35 Skipping of CVV2 validations for international transactions in respect of whitelisted merchants/ cards - configurable.

29. Solution should support/ comply the following functionalities: (Illustrative but not exhaustive)

29.1 Standing Instructions (SI) as per the respective card associations specifications and regulatory guidelines.

29.2 Solution should comply Rupay Online Switching TR 31 Key Block specifications as per NPCI guidelines/ circulars.



29.3 Solution should support MOTO transactions(NPCI/Mastercard/VISA)

29.4 Auto Reconciliation of Cash given for ATM loading

30 Switch should support all Interchange, ATM manufacturer's error codes, and suspected transactions along with the standard handling at switch and should be capable to handle future requirements also.

31. Switch should support online addition/ modification of different devices, processes, interfaces etc. without affecting other modules. The ATM switch application should facilitate online addition of New ATM/POS without bringing down the Switch network.

Switch should support different cutover times for different institutions/interchanges.

AVAILABILITY:

32. The Bidders should guarantee availability of support for the systems for a minimum period of 7 years. FM resources to be provided for 24*7 FM services at Bank DC/DR .

33. The EFT Switch solution should be scalable for handling 10,000 ATMs, 10,000 POS& Kiosks, 7 Crore cards database and 200 TPS. It may increase and decrease as per bank business requirement.

34. Solution should support multicurrency, multi-language, multiple-institutions, multiple-time zones. It should have tools for monitoring the application as well as devices/hardware.

35. Application should be highly scalable, fault tolerant, high availability, parameterizable and customizable as per need of the bank.

Successful Bidder must ensure that solution must be platform agnostic and can be deployed in any platforms including but not limited to Linux, Unix, HP OSS and cloud-based platforms. Solution must be independent from specific technical architectures, operating systems and database systems including but not limited to Postgresql, Oracle, MySQL, NonStop SQL.

36. Bidder should provide a portal on intranet for logging of calls of any problems, queries, requirements etc. with complete call tracking and escalation mechanism.

37. Successful bidder should provide test setup of the proposed Solution equivalent to primary setup.

38. The EFT Switch servers' time should be automatically synchronized in an online manner with the Time source of the Bank.

39. It should have transparent and configurable business logic and provide tools for rapid development of new products.

40. Provide interface for hot listing of cards from Call Center/ Branches / SMS/ IVR/ other delivery channels.

41. Solution should provide comprehensive backup solution containing following facilities–

41.1 Able to perform for on-line, off-line and end-of-day back up/ Restoration as per bank requirement.



- 41.2 Should provide Backup & Restore Procedures
- 41.3 Facility of Scheduling and facilities to backup all files at strategic points to facilitate recovery/restart
- 41.4 Facility to list all backup inventory/History Log
- 41.5 Ability to perform complete/incremental backup remotely/ centrally.
- 41.6 Monitoring of backup processes
- 41.7 Response time/ performance of critical application should not be affected due to Backup activity.

42. Complete documentation of the solution to be provided to bank including detailed architecture and database structure.

43. Intensive training to the Bank team or its appointed team on the products offered to be provided at no cost to the Bank. Training should also include hands on sessions. Training should cover broadly but not limited to following aspects –

43.1 Operational Training of 5 days for 10 trainees (in two batches) covering all operational (Backend and Frontend) aspects of the solution at mutually agreed location in India.

43.2 Technical Training including SDK and API training of 15 days for 10 trainees covering all modules, parameter setting, configuration, trouble shooting, transactions flow, message formats, customization, interfaces, performance tuning, security controls etc. This training should be provided at mutually agreed location in India.

43.3 Training of card related module through Call Centre / Helpdesk / Branches of 1 day for 40 trainees (in two batches). This training to be provided at SPBT Vile Parle.

44. All products supplied (hardware / Software) should have minimum life time of 7 years (both for sales and support). In case any product supplied is announced END OF LIFE/ support/ sunset by OEM during the 7 years of contract period, the vendor has to replace the same with full customization of the new product provided by the same principal vendor at his own cost and material on or before the declared End Of Life Date. The Bank will not incur any expenses on such an occurrence. Also, hardware /software replacements should be done in a planned manner to ensure that no downtime is required on this account.

45. Selected vendor must ensure that product support from the OEM is available for the ATM Switch solution throughout the contract period.

46. The project with all the deliverables covering all the requirements in this RFP including complete migration from present switch to new switch is to be completed as per the timelines given in clause 9 of this RFP. If any requirement mentioned in the scope of work is desired by the bank subsequently, the same shall be configured/ made available by vendor as and when required by the bank without any additional cost within the time to be specified by the Bank.

47. The bidder will have to provide offsite technical support staff / facility Management services for handling daily activities related to Switch operation and debit card management system.

47.1 Complete maintenance, management, and monitoring, troubleshooting, Customer / Branch/Reconciliation Department Problem resolution, up keep of the complete system.



Daily reporting and coordination with bank officials to maintain 99.99% uptime and reporting on system performance capacity and other critical issues.

47.2 Escalating the issue to designated department/vendor/authority.

47.3 Hotlisting / Blocking of cards on 24 X 7 basis.

47.4 ATM, device, station, process, node, host, interchange addition/ deletion/ modification/ monitoring.

47.5 Any configuration changes required.

47.6 BIN details addition and updation

47.7 Answering Branch/ Customer Queries related to ATMs/ transaction details

47.8 Extracting the transaction Files and the files required for Reconciliation to be sent to Reconciliation department as per the existing formats

47.9 Providing any MIS required by the Bank.

47.10 Cut Over Monitoring

47.11 Backup and data restoration management.

47.12 DR drill activities.

47.13 Any other related activity assigned by the Bank.

47.14 Attending Bank's Toll Free Numbers

48. Bidder will provide SDK and APIs for development and customization for all the modules in the systems as and when required. Testing aids, debuggers, simulators etc. will also be provided by the bidder. Complete documentation along with design document to be provided. The SDK and APIs exposed should have the security features as per the regulatory standards and best practices.

49 Source Code/ Escrow arrangement –

49.1 Source code for customization done in Switch Solution for CBI will be provided to CBI for unlimited and unfettered use by CBI. Bidder should also provide all related material including but not limited to flow charts, annotations, design documents, schema, development, maintenance and operational tools and all related documentation.

49.2 However Switch solution core source code will be kept in escrow arrangement with an agency who has undertaken such exercise with any PSU Bank for which complete information will be provided by the bidder. The total cost quoted by the bidder should include the cost of Escrow Arrangement and the yearly verification and deposit cost for the entire period of engagement.

50. Bidder will transfer all Intellectual Property Right on non-exclusive basis for all the customization done for CBI for Switch solution. The vendor shall not market the same with any other organization without the written permission of the Bank. These IP rights will also be applicable for Bank's subsidiaries & sponsored RRBs.

51. For migration, no changes should be made at existing different ATMs/devices/ interfaces/ Host / Keys etc. Switch solution should comply with all the requirements of existing ATM/ Devices/ Interfaces/ Host etc.

The Bidder should formulate the Data Migration strategy for all components including surround components and submit the proposal to the Bank along with Technical Bid. The Bidder should complete migration, implementation, parallel run, hand holding and should quote for the data migration and all testing with internal and external entities in the commercial proposal. The bidder would be fully responsible for all data migration (with zero loss) related activities and the Bank would only facilitate a joint meeting with the existing



service providers/vendors/interchange agencies. It would be bidder's responsibility to complete smooth migration to the new system for which all costs and arrangement with existing vendor, wherever needed, shall be factored by the bidder. Bank will bear no additional cost for the migration process.

51.1 For switch replacement, migration of data from old switch to the new switch involves retaining both the card data and customer profiles. The bidder is required to prepare project plan, within the overall specified period of implementation in the RFP, as well as migration plan with the Bank and the progress needs to be shared with the Bank on regular basis as per the frequency required by the Bank. The Bidder should complete the implementation including supply, customization, and deployment of the proposed solution within 44 weeks (including hardware installation, software implementation, acceptance test, UAT, successful migration and final sign-off etc.) from the date of award of contract, any delay will attract 2% weekly penalty of the TCO. The successful bidder should ensure old data of both the cards as well as the PINs that are associated with the cards are retained and the same are migrated to the new switch. The successful bidder should also ensure no card would be required to be reissued to the old customers. If any card is required to be reissued, it will be at no cost to the Bank. The penalty will be levied as per outage times. They should also ensure mapping of the old data into the new switch is as per the industry standards. All the existing keys used at devices/ATMs/Interchange/Interfaces/HSMs etc. needs to be migrated without any change in new system.

51.2 The successful bidder shall migrate Bank specific customizations for all bank's products customized on the existing switch to new switch and undertake maintenance, support for the same at no additional cost to the Bank.

51.3 Successful Bidder shall migrate all cards of all types and related data from Bank's existing Card Management System to Card Management System offered by successful bidder, within scope of RFP and at no additional cost to Bank.

51.4 All features/ functionalities/ customizations as on date of PO issuance of the proposed solution need to be carried out by the successful bidder within the overall cost quoted.

52. Solution should allow phased migration to mitigate any risk.

53. Bidder should provide GUI based front end software for accessing the EFT Switch including DCMS from Desktop/PC.

54. There should not be any single point of failure in the entire solution. The entire solution should be configured in high availability mode both at DC and DR with inbuilt redundancy, fault tolerance, multithreaded and Load balancing feature.

The ATM switch application should support Integration with modern web technology and should have easy and quick way to Dynamically load new services and functions without service interruption.

55. The bidder should keep the Bank's technology team updated at all the stages of the installation and implementation of the proposed solution. The selected Bidder must provide training to Bank's technology team on system fundamentals, operating systems, application software, databases, etc.

They should also be trained in fault diagnosis and first line support. The training must enable the Bank's staff to maintain all software related to the EFT Switch with minimal support from the bidder. Bidder must provide complete training plan for EFT Switch. The training must be provided on-site at a location(s) specified by the Bank. Training manuals must be



provided along with the software documentation/ manuals complete setup and flow and architectural diagram with complete Documentation. A periodical bulletin of all updates should be shared to Bank's switch team.

56. Redundant MIS Server need to be installed and maintained by the bidder for generation of reports as needed by the Bank with online data syncing.

57. All the existing customizations(CRs) and reports should be properly migrated to new proposed switch proposed by the bidder. Any financial loss at any stage arising out of the malfunction of the Application or any components in the system due to bugs, errors, logics etc during migration/testing/make live of the customizations (CRs), reports, etc. will be recovered from the successful Bidder.

58. Backup and restoration of the backup should be provided by the bidder, Backup, storage and restoration of data related to the EFT switch and associated services, in a secure and reliable manner need to be implemented by bidder. Consumables like Tapes, Cleaning Tapes and External HDDs shall be provided by the bidder.

59. The bidder's representative will be single point of contact for resolving all hardware /software /others issues for the bank.

60. The bidder will have to conduct regular DR drills as advised by Bank from time to time (for at least 4 times a year) or as advised by RBI/ Settlement Agency/ NPCI, or decided by Bank etc. The bidder's support staff should coordinate with all related vendors for smooth DR drill activity. A detailed report is required after every DR Drill in Bank's format. Bank will share the format at the time of finalization of SLA with successful bidder. Successful bidder needs to close all switch related issue raised by Bank team within one week of every DR drill completion.

61. The successful bidder should ensure that the technical personnel are available exclusively for the proposed solution. Person involved in the project must have 5 years of experience in the field of proposed EFT Switch support and have in-depth knowledge of the solution provided.

The bidder will have to provide mission critical support for both hardware and software for the proposed solution. The mission critical support includes 24X7X365 support with site engineers for hardware and software. The detailed SLAs for EFT Switch and uptime, call response time and other requirements stipulated will be a part of the agreement.

62. The Bank expects that the Bidder to adhere to the Service Levels described in this document. The bidders must submit a self-confirmation that the solution proposed is designed and structured to meet or exceed the service levels.

The SLAs expected for the project can be broadly divided into the following categories:

1. Solution set-up
2. Switch and transaction processing
3. Card Management
4. Service uptime and performance requirements

All these categories shall be measured for quality, completeness and timeliness as applicable. The bidder must ensure that tools/ solutions required for automated monitoring and reporting

of the service metrics are provisioned as part of the solution offering.

63. The Bidder should complete the implementation including supply, customization, and deployment of the proposed solution within twelve months (including hardware installation, software implementation, acceptance test, UAT, successful migration and final sign-off etc.) from the date of award of contract. The implementation shall comprise of system configuration, all present customizations in current switch, pilot implementation, UAT and system roll out. The period of warranty will start from the date of Project Sign-off. The Bank will maintain library of software licenses and related media etc. Source code for the Software specifically developed for the Bank must be provided by the bidder to the Bank at no cost to the Bank for keeping in the escrow arrangement. The details of the implementation and customization will be decided at the time of finalization of SLA with successful bidder. It would be the overall responsibility of the selected bidder to ensure smooth and successful migration from the old system to the new system.

64. Switch Infrastructure, security infrastructure should be dedicated for CBI and same should not be shared with other Bank infrastructure or instances provided to Central Bank of India should not be accessed, shared by any other entity not permissible from Bank. Sizing of the last mile link for the infrastructure and back bone link for replication will be the responsibility of the successful bidder. Audit may be conducted as and when required by the Bank.

65. The Bidder should have back-to-back agreement with the switch OEM for any development, support, maintenance, changes etc.

66. The Bidder should ensure that all the product licenses should be in the name of Central Bank of India.

67. The Bidder is required to submit detailed architectural diagram showing the redundancy, replication, security, load balancing etc. to Bank.

68. Platform should be state of art with enough head rooms to handle peaks, and successful upgrades and enhancement should be done well in time. SB should provide OEM software version upgradation if any at free of cost within the contract period.

69. The successful Bidder should maintain SOC, NOC and ensure security, uptime etc. A complete detail IT infra health and performance report should be submitted to Bank for verification of the same.

70. At the end of the Agreement period, the successful bidder must hand over the complete details of customizations undertaken during the engaging along with technical and operational guidelines. In case Bank engages new service provider or solution after the Contract period, the successful bidder must hand over the complete process, data, customizations & relevant activities to the new bidder without any cost to the Bank and ensure smooth handover without any disruption.

ADMINISTRATION:

Migration Strategy for Cards

Establish an interface between old Switch and the new Switch. Migrate all cards and PIN data from current switch to the new switch while maintaining the integrity of the card and PIN data.

Data Migration from old switch to new switch

The Bidder will be responsible for migration of the switch data, from the existing switch to the proposed switch without causing any disruption to the existing services. All current functionalities and customizations available currently on Bank's Switch including on front end devices like ATMs will have to be migrated seamlessly by the bidder onto the proposed switch.

The bidder is also responsible for migration of legacy data of existing system as part of the migration activity. It will be the responsibility of the selected bidder to coordinate with Bank's existing Switch vendor for migration of EFT switch data including Card, PIN data and Value Added Services Modules etc. from existing system to the proposed EFT switch with Zero loss and no change in the existing data taxonomy for all transaction processes.

Similarly, administration and end user interfaces should remain unchanged. It would be responsibility of the selected bidder to ensure that migration is accomplished with all the existing conventions and concepts available in the legacy system.

Migration activities shall be divided into three main categories as described below:

The successful bidder shall arrange for carrying out pre-migration and post-migration audit from a third party independent & competent auditor who has conducted a similar audit in a Public / Private Bank. The scope should be approved by the Bank.

Pre – Migration Activities

Data Extraction and Loading in New switch

Post-migration Activities

Pre – Migration Activities

Before migrating data from the Bank's existing switch either automatically or manually, there are certain activities that need to be completed as pre-requisites related to cleaning up existing data. These activities would be identified during the course of the data mapping discussions with the Bank's team.

Successful Bidder should conduct pre-migration audit. If needed BANK may also conduct pre-migration audit for data migration from existing system to new system.

Data Clean up

All the requirements of bringing the source data in the desired, synchronized and integrated form would have to be dealt by data cleaning up exercise. Data migration activities should ensure that the existing data inconsistencies should be brought to a common functional requirement. Missing or incorrect data must be rectified before migration. Taking into consideration the design and customization changes, unique keys for each table would be identified. Mock migration runs would give indication about possible data clean up that needs to be taken up before actual data migration run. Vendor will provide appropriate reports to the Bank in case of duplicate fields if any and make the necessary corrections after approval by the Bank.

Data Extraction and Loading in New switch –

Data required for automatic migration for each module to be discussed and separate documents for each of the modules would be agreed and signed off for that purpose in consultation with the Bank's team. This document would enlist the field to field details in the new switch, their mappings with the existing system fields, and corresponding action on each of them. The successful bidder should carry out loading of the data from the existing switch into new switch.

Post-migration Activities

The data that could not be converted due to reasons like unavailability in the extraction file or due to erroneous source values needs to be manually maintained as a post-migration activity. The data which is defaulted by the conversion programs due to non-availability in the old system might also be required to be enriched and modified later on for any corrections. The successful bidder and the Bank's team will arrive at a consensus on manual migration of a few records based on the volume / number of records.

Successful Bidder should conduct post-migration audit. If required BANK may also conduct post migration audit of the data migration of new System.

Transition from existing vendor to selected bidder

The selected bidder should migrate the existing EFT switch network including replenishing data assets to their system. Towards this, the following steps need to be taken:

1. Test the new network before deployment with the core banking solution, carry out sample reconciliations and present to Bank for approval on tests and schedule.
2. Establish interfaces with all existing Card Networks such as NFS / RuPay, MasterCard, VISA etc. The necessary certification from card network and other entities shall be completed by the bidder without any additional cost to the Bank.
3. Interface with all ATM managed Services vendor's (including MoF vendors) software for providing feeds of different events of ATMs/CD/BNA/CRs etc. Bidders should provide smooth online real time feed to all existing vendors and future vendors without any extra cost. The feed to be stored for an agreed time period at least 6 months and then archived with proper backup. All data/ logs of ATM switch should be maintained for 10 years and provided as and when bank needs for analysis and dispute resolution etc. Successful vendor should provide the data from archived data within one day of requirement raised by Bank official.
4. Carry out migration of EFT Switch as well as cards, as per schedule – any delays will attract penalty.
5. In case the cards are found to be non-functional at the ATMs due to any reason during the migration, reissuance of such cards shall be the responsibility of the successful bidder.
6. Any financial loss at any stage during migration/testing/make live will be compensated by the successful Bidder.
7. Migration of hot-listed cards details from existing switch to the new vendor's switch including archive data will be the responsibility of the successful bidder.
8. Migration of Bank specific customizations for bank's products from existing switch to new switch and maintenance, support for the same at no additional cost to the Bank.
9. Successful bidder shall provide the entire Program Management / Project Management for all the activities relating to the scope of services and conduct regular review with the Bank's team to complete the activity in a time bound manner.



Successful bidder shall ensure to provide the following:-

Service desk:

1. Providing technical assistance for logging, troubleshooting and managing the service requests for the EFT Switch.
2. Monitoring, alerting, troubleshooting and resolution of incidents/ problems for the EFT Switch network.
3. Monitoring and alerting on the health of the ATM networks.

Incident Management:

The selected bidder shall establish robust Incident Management process including:

1. Provide 24x7 support for incident management. Provide automated fault detection and resolution.
2. System to provide for automatic escalation in case of problem not getting resolved.
3. Do proactive management of all devices.
4. Analyze system performance and suggest improvement.
5. Root Cause Analysis (RCA) for any incident related to Switch application and submitting the report thereof within stipulated timeline i.e. interim report to be submitted within 48 hours and final report in maximum 7 working days.

Accounting and Reconciliation:

1. Recording and storage of all transactions pertaining to the Switch and associated services, as described in the RFP as per the requirement of reconciliation team.
2. MIS reports for all switching and associated activities on a routine basis, and as requested by the Bank.
3. Ability to interface with the Bank's Reconciliation system to provide the reports required by the Bank, in the format as prescribed by the Bank.

Information protection:

1. Backup, storage and restoration of data related to the EFT Switch and associated services, in a secure and reliable manner.
2. Backup, storage and restoration of configuration data for the EFT Switch and associated infrastructure.
3. Backup, storage and restoration of any mission critical data related to the EFT Switch and associated services.

Fraud detection and protection:

1. The system should have rules to provide basic functionalities to monitor the fraud and risk aspects of the payment transactions for bank issued cards.
2. Perform PIN verification, CVV checking, track 1 name matching, and other edit checks, to identify expiring and compromised cards
3. Block card use by country and/or predetermined MCC(Merchant Category Code) codes
4. Solution should generate real time alert triggers that can be consumed by Bank's SMS and email solutions.

Business Continuity/ Disaster Recovery:

1. Implementing and maintaining BCP and the DR readiness (including data replication) for the proposed solution and associated services
2. Online Replication of data between the primary and the DR site from the disaster recovery

Perspective.

Compliance and assurance:

1. Assisting the Bank in attaining and ensuring ongoing compliance to various regulatory and data privacy requirements
2. Addressing relevant threats/ risks identified in a proactive manner and through audit observations.(CISO/SOC/VAPT and other audits)
3. Providing analysis and MIS for Switch and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.
4. MACing for card transactions routed through NPCI.
5. TLS 1.2 or latest version implementation with various interfaces. (As required)
6. Various payment card standards as per Payment Card Industry (PCI) prescriptions for comprehensive payment card security as per applicability / readiness of updated versions of the standards such as PCI-PIN, PCI-PTS, and PCI-HSM & PCI-P2PE etc.
7. The Cyber Security Controls for third party ATM Switch Application Service providers as per the RBI circular DoS.CO / CSITE / BC.4084 / 31.01.015 / 2019-20 dated 31.12.2019 as applicable to the existing licensed SWITCH agreement shall be complied with.
8. Solution should be in line with various compliances mandated by RBI, GOI and Consortia etc. from the day of commencement of services and be ready to intake changes for future compliances if any mandate by RBI, GOI and Consortia etc.
9. The Successful bidder must comply with RBI Master Direction on Digital Payment Security Controls 2020 – RBI/2020-21/74-DoS.CO.CSITE.SEC. No.1852/31.01.2015/2020-21 dated 18.02.2021, PCI DSS Standards, RBI guidelines, Card Network, Bank's IT/IS/Data policy and Procedure, and Cyber Security Policy in key concern areas relevant to the Project.

STANDARDS(Debit Card Management Solution)

1. Successful Bidder should supply 'End to End Card Management Solution' including all products, solution & services as per the requirements of this document. It includes all software, hardware, licenses and services as described in the RFP, migration from existing database, installation, commissioning, integration with existing systems, and provision of technical assistance and other obligation of the successful bidder covered under the RFP.
2. Bank is seeking software license(s) at enterprise level for all the modules provided in the solution for debit card management without any constraint like Interchanges, application modules, locations viz. DCs/ DRs etc. which will also be applicable for all its subsidiaries & sponsored Regional Rural Banks connected to Bank's ATM Switch. Bank is seeking license initially for 7 years from go live date, however, the same should be renewable after completion of initial 7 years for a further period of at least 3 years if desired by the Bank at terms and conditions mutually agreed at the time of extension.
3. At the end of the Agreement period, the successful bidder must hand over the complete details of customizations undertaken during the engaging along with technical and operational guidelines. In case Bank engages new service provider or solution after the Contract period, the successful bidder must hand over the complete process, data, customizations & relevant activities to the new bidder without any cost to the Bank and ensure smooth handover without any disruption.



4. In case of takeover/amalgamation/merger of bidder with any other entity, the Service level agreements (SLAs) and other commitments entered into shall be passed on to the new entity without any additional commercials and should submit an undertaking to this effect.

5. Successful Bidder's solution will provide support for paper PIN printing (PIN Mailers) at Bank's premises (Current DC ,DR and MMO(Mumbai Main Office) locations)

6. The Solution provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially the CBS, Switch, Customer Relationship Management, complaint management module, Mobile Banking, Internet Banking, UPI, omni channel, CP4i, middleware etc.

7. Bidder to ensure that new solution is compliant to all existing regulatory guidelines of GOI / RBI/ Interchanges and any other regulatory authority and adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and any other subsequent additions/amendments) and PCI SSF certified on the date of submission for the bid.

8. Training to bank employees: Successful Bidder will impart requisite operational training of the offered solution to Bank officials. The successful Bidder will involve Bank's nominated technology officials during installation and implementation of the solution. The selected Bidder will provide comprehensive documentation to Bank's nominated team on system fundamentals, Operating Systems, application software, databases, etc. They will also be trained in first line support and this training must enable Bank's staff to handle software related to the Solution with day to day operations without support from the bidder and the training must be provided on site/ at mutually agreed location in India.

9. The entire hardware\infra in the card management solution should be in support for the entire contract period. Further, if the hardware\infra is declared end of life\end of support by the bidder or OEMs, the vendor has to replace the same with full customization of the new product provided by the same principal vendor at his own cost and material on or before the declared End Of Life Date. The Bank will not incur any expenses on such an occurrence. Also, hardware /software replacements should be done in a planned manner to ensure that no downtime is required on this account.

10. Architecture:

Bidder should provide details of architecture of the proposed solution containing complete details of specifications of components of proposed solution. This would include hardware\software requirement and any other supplementary components, interfaces etc.

11. Availability:

The Successful Bidder will maintain 99.99% availability of its solution and services on quarterly basis excluding planned maintenance. Excess downtime in providing monitoring services will attract penalty as explained as per the section on penalties.

12. Data security and confidentiality:

Bidder to ensure no unwarranted, illegal and fraudulent misuse of data shared by the Bank.

13. Basic functional requirement- Debit Cards:

13.1 Complete migration of existing debit card data seamlessly into the proposed solution.

13.2 Software should have independent debit card life cycle management such as card number generation, pin printing, Embossa generation etc. It should be able to manage multiple batches comprising different type of card (MasterCard, RuPay, VISA, EMV, etc.), can be run simultaneously and thus help in increasing the productivity of cards issuance process.

13.3 The offered solution must be scalable for handling up to 7 crore debit cards during the tenure of contract. The offered solution should be able to generate the system of reports meant for issuance of cards, expired cards, cards activated, deactivated etc.

13.4 The system should support configurable limit management for Debit cards. This includes configurable transactional limits, card level, BIN level, country specific, merchant code specific and check on number of transaction limits on daily, weekly, monthly, quarterly and yearly basis. (Domestic an International ATM/POS/ECOM/Contactless/MOTO Transaction)

13.5 The offered solution should integrate with the Bank's Data Warehouse system and Fraud Risk Management System for Risk based authentications, if desired by the Bank.

13.6 The offered solution should be able to send SMS / Email alerts on all scenarios provided by the Bank where activity is completed on the card management system.

13.8 The software should be customizable to the Bank's requirement from time to time both during implementation and post-implementation to meet competition and market requirements duly approved by the Bank.

13.9 Entire card issuance should be automated end to end & relevant MIS and Dashboards should be made available to Bank.

13.10 The proposed solution should be capable of integrating with the biometric authentication server of the Bank.

13.11 Solution should consist of monitoring module with necessary audit trails which can readily provide suitable MIS of cards as per the business requirements for various cross selling of bank products such as reward points etc. It should also help in checking the card expiry details of the customers which will subsequently help in issuing and providing new debit card to our customers in advance.

13.12 Application to support card issuance for all current types of cards and its full life cycle (CRD >> CAF >> EMBOSSA >>Print and Dispatch>>Re issuance etc.)

The system should be capable of card MANAGEMENT for all kinds of cards (viz. Debit, Prepaid and Virtual cards etc.)

13.13 Secure PIN and re-PIN generation with HSMs and generating PIN mailers through application.



13.14 The offered solution should have the capability of generating PIN, Bulk issuance, Card activation, account linking and blocking through application.

13.15 Application should also have provision to process Card Files (card request files) as one of the input source through automated process/scheduler.

13.16 Application should have capability to manage Non-Personalised card requisitions and for customer photo/image(dynamic/static) for personalized card from the branches/IBS/MBS/processing center etc.

13.17 Application should have capability to store, update and generate all card reports BIN/IIN wise, card type wise, Vendor wise, product wise etc.

13.18 Bidder to provide support and cooperation to new card vendors after due date/ expiry of their services for card management system.

13.19 Application should have capability to re-issue cards in case of card expiry and blocking.

13.20 Application should have capability to create/ customize new reports as per the requirement of Bank.

13.21 Applications should have capability to customize cards issuance, re issuance, blocking, and activation process and develop their new modules as per the requirement of Bank basis mutually agreed terms and conditions.

13.22 The process should be API/ISO based with minimum dependency on file-based process.

13.23 Solution should be capable of running card generation process and all other process simultaneously without any dependency on one another.

13.24 Application should have provision to provide data for issuance of Card, PIN & Re PIN details.

13.25 Application should have provision to search for customer on various inputs like account number, Card number, mobile number etc.

13.26 Application should be capable to integrate with user interfaces (app/ portal)/ interactive Chat Bot at Branches, Card Centre, Call Centre etc. for various day to day operations and query.

13.27 Application should be capable to provide Maker and Checker Facility for relevant operational activities.

13.28 Application should support Instant Card Issuance/ICI. Solution should be capable of creating a separate logical setup for handling Instant Card issuance.



13.29 The proposed solution should have GUI based web portal with various functionalities like few mentioned below and others:

- i. Secondary Account Linking Request
- ii. Secondary Account Delink Request
- iii. Add-On Card Request
- iv. Admin Card Request
- v. Card Eligibility Request
- vi. Card Limit Update
- vii. Card Handover Request
- viii. Card Reissue
- ix. Card Renewals Request
- x. Domestic International Request
- xi. Card PIN Request
- xii. Change Card Status
- xiii. Card Enquiry

13.30 Support for multiple accounts on a card and multiple cards on an account.

13.31 Menu for De-Hotlisting/Reporting for Zones:

Facility of a user interface for de-hotlisting for Zones/Regions that would be accessible via individual Employee login. This menu will allow users to de-hotlist the card of users of select specific zones or regions.

13.32 System for Tracking Number Management:

Implement a system to receive tracking numbers from the card personalization vendor via file uploads. The system will automatically upload the file on receiving on FTP.

Provide branch-level login to enable branches to access details related to tracking numbers, monitor card delivery status, card status. Automatically send SMS/WhatsApp to customers once tracking numbers are successfully loaded into the system.

13.33 Integration with Postal Service:

Integration with the postal service to automatically track the status of tracking numbers, update the system and any other integration like sharing of customer profile and all.

Implement functionality to upload the tracking status data. The system should be capable to integrate with APIs provided by the courier company/postal service as per Bank requirement.

13.34 User Department Dashboard:

Create a comprehensive dashboard for the user department that provides a centralized view of all relevant data, including card issuance, tracking updates, and re-issuance status, card activation etc.

Generation of report through customized queries at user end.

Zone, Region, Branch, BIN wise reports like (Card issuance, card activation, number of cards, card status like). The reports should be selection criteria like fin year, card status, zone, region etc.

13.35 Card Issuance Flag:

A system flag/ identifier to distinguish between new card issuance and re-issuance.

13.36 Automatic Blocking of Old Cards:

An automatic process to block old cards when a re-issued card is activated.

13.37 API-Based System:

New system should be API-based, ensuring seamless integration with external services and facilitating easy data exchange across platforms.

13.38 Call Centre Integration/IVR System:

Integration of system with the call center/IVR, enabling the card controller/limit to be updated directly through call center/IVR operations.

14. Basic technical requirement- Debit Cards:

14.1 Integration with ATM switch and CBS components, Bank sponsored RRB's CBS.

14.2 Integration support with latest card technologies i.e. chip, contactless, biometric, secure display and NFC etc.

14.3 Integration support for Master/RuPay/Visa etc. card issuance.

14.4 Also Access to system should be through secure session. Further access to system should be role based & configurable.

14.5 Integration with Bank's active directory service, Biometric and OTP servers, loyalty Rewards server of various vendors, Call center, CRM, Mobile banking, Internet Banking, UPI etc.

All existing interfaces with any System of the Bank, existing customizations and any mandatory Regulatory/ Statutory/ Govt. requirements in future should be provided without any additional cost to the Bank.

14.6 Card details in DCMS should be in sync with Switch, CBS and other supporting servers.

14.7 System should have provision to generate SMS/email alert to Customers for e.g. card/PIN issuance, blocking, activation and re-PIN etc. Capable of integration with SMS Alert/ Email Server for sending event-based alerts.

14.8 Solution should support both ISO 8583, XML, JSON and any other such message formats for integration with other systems.

14.9 Report for cards expiring for reissuance / reissuance facility for expired / going to be expired cards. System should have provision to auto process renewal of cards. Option to renew cards before or after expiry date should be available, as per Bank's decision.

14.12 Support triple DES/ AES method of PIN verification.

14.13 The application should be PCI SSS compliant/Certified.

14.14 Data Backup: Able to perform for on-line, off-line and end-of-day back up/ Restoration as per Bank's policy\requirement. Should provide Backup & Restore Procedures in compliance to bank's data retention policy.

14.16 Load/ Stress/ Regression testing to be a part of every solution implementation or change.

14.17 Application with Industry standard HTTPS security for all web access components and SSL (TLS 1.3 or latest) support.

14.18 Solution should have capability to handle minimum 100 concurrent online users for various activities like inquiry, report generation and complaints etc.

14.19 The solution should be able to handle issuance of minimum of 5 lakh Cards & PINs per day and re-PIN requests of minimum of 50 thousand per day.

14.20 Application should support NCMC and Issuer-side tokenization for Debit cards.

15. Solution provided should support Prepaid cards as and when required by Bank.

16. Performance requirement:

16.1 Supports real time replication of data from production site to DR site

16.2 Solution should also support processing for all activities available in solution through scheduler, with minimum manual intervention, with option to select mode of processing

16.3 Solution is capable of being interfaced with any existing or future system of the Bank.

16.4 Solution should have capability to handle various activities like inquiry, report generation and complaints etc.

16.5 The proposed solution should be structured or aligned with latest industry standards.

17. Security Requirements & Controls/SR:

17.1 Access to the system should be through Bank's active directory service.

Access should be given only on the basis of password/ biometric authentication to ensure that only authorized users gain access to the system. Complete Audit Trail & Audit Logs (All system & user activities) should be available.

i. Unique ID

ii. Single login session

iii. Forced password change interval

iv. Enforce minimum password length

v. Password with number and special characters

vi. New password should not match last 5 passwords (configurable)

vii. Role based security to allow control over access to the application, functions.

17.2 Application must be PCI environment Compliant during the tenure of contract, with new version or changes from time to time.

17.3 Critical information stored in the system (like passwords, keys, card no., PII data) should be in encrypted form. Support data encryption / decryption, data authentication and server authentication, payload encryption wherever required by the Bank.



17.4 Direct access to Database (Production and DR) should be strictly restricted. (e.g. access through SQL Plus, Toad etc. should be restricted).

17.5 Solution supports audit trails at all levels / activities with easy to use storage, retrieval, display and print of audit logs based on various parameters.

17.6 Solution should be compatible with all latest Browsers (Eg. Edge, Chrome etc.)

17.7 Solution should be free from Top 10 OWASP vulnerabilities and should not have vulnerabilities open at the time of implementation of the solution at bank premises.

17.8 The Bidder shall have obligation to comply with Bank's policies pertaining to IS, IT, Cyber Security etc. as on date of bid submission

17.9 The Bidder shall have obligation to comply with Regulatory guidelines(Govt/ RBI/ Interchanges, etc) with respect to Cards (Debit/Prepaid/Other Form factors that may be applicable)

17.10 The proposed application must not use any freeware/Open source and supporting tools/plugins/libraries/software that are vulnerable to attacks.

17.11 Industry acceptable 'Change Management', 'Code Deployment' practices to be part of the solution and change controls like 'Version Control Management' to be either part of the system or solution is ready to integrate with the existing change management tools like ITSM etc.

17.12 The bidder/vendor should deploy Active Directory (AD) and strong Password Policy for End point and application access.

17.13 Proper access control should be defined for protecting Bank data and access to the Data should be strictly on Need to Know Basis.

17.14 Minimum baseline controls must be implemented by the bidder/vendor for hardening the Application / DB Servers.

17.15 Solution should be platform agnostic - not dependent on a particular hardware setup. Solution should be cloud-agnostic.

18. Onsite Technical Support:

18.1 The OTS team members must be fully trained and conversant with the solution and fault rectification process in a time bound manner.

18.2 An Escalation Matrix of the OTS team will be provided to Bank so that in the event of any downtime, the complaint for the same can be resolved by the OTS team.

18.3 OTS resources must proactively monitor the application services and its interfaces with other applications



18.4 Monitoring of the database w.r.t. locking, long running of queries or procedures, etc. impacting the application performance.

18.5 OTS resources should keep on reporting the Application/Hardware/Network related alerts/incidences to respective Bank teams as per Bank process.

18.6 Conducting the DR Drill as per Bank's requirement and co-ordination with different teams of Bank/ other vendors for DR Drill activities like starting / stopping of services on switch over & switch back. The DR Drill report together with the learnings will be shared by the OTS resources.

18.7 Regular checking of application, Database backup and verification of DB syncing between DC and DR.

18.8 The OTS team will report the major incidences or any such incidence which may likely cause business disruption, immediately to Bank's team.

18.9 OTS Team to provide support on the solution and should be capable enough to meet the specific requirements of the Bank.

Annexure 2 Type of report



SWITCH Reports					
Sr no	Daily	Weekly	Monthly	Quarterly	ON DEMAND REPORTS
1	Daily Check list	Friday Report	Audit Report	QMR Mastercard	Admin Transaction Details
2	ATM down report		Vendor-wise Billing data	QOC Visa	RC 1804 hourly wise
3	1804 error ATM list		BIN_WISE_TXN_DETAILS	DPI Report	ATM WISE HITS
4	ATM down more than 5 days		Monthly down time	CYBER_SECURITY Report	Funds disbursement and Cashback Report (Account number provided by switch)
5	ATM LOW CASH REPORT		RBI report		Transaction details from User Dept
6	TLS report		RUPAY_DATA		
7	Vlan report		UNIQUE_DEBIT_CARD		
8	ATM live list		User List Report		
9	Cash Dry(Twice Daily)				
10	GENERATING CAF CBI/RRB (generated / Refresh)				
11	CMS COUNTER & STATUS				
12	DIEBOLD COUNTER & STATUS				
13	EPS COUNTER & STATUS				
14	MPHASIS COUNTER & STATUS				
15	NCR COUNTER & STATUS				
16	TSI COUNTER & STATUS				
17	ATM_CD_LIST				
18	CR_LIST				
19	PG_REJ				
20	PG_REJ_RRB				
21	SWT_DUMP_NEW				
22	SWT_DUMP_TANGO				
23	ECOMM_TXN				
24	CASH_REP				
25	CASH_REP_BNA				
26	DASHBOARD Report				
27	ATM_CHK_STAT_REQ				
28	BRN_CHK_STAT_REQ				
29	CMS_BNA_Admin_Report				
30	DIEBOLD_BNA_Admin_Report				
31	EPS_BNA_Admin_Report				
32	MPHASIS_BNA_Admin_Report				
33	NCR_BNA_Admin_Report				
34	CMS_ATM_Admin_Report				
35	DIEBOLD_ATM_Admin_Report				
36	EPS_ATM_Admin_Report				
37	MPHASIS_ATM_Admin_Report				
38	NCR_ATM_Admin_Report				
39	INTERNATIONAL_TXN				
40	EOD Balance File				
41	CR_EOD_BAL				
42	Loyalty Report				
43	22.D & 1804 Mail Diebold				
44	EFRM TIMEOUT Report				
45	REFRM REPORT				
46	EMV_FALLBACK Report				
47	EMV_MTI_WISE Report				
48	CMS_FALL_BACK_Vendor Wise				
49	DIEBOLD_FALL_BACK_Vendor Wise				
50	MPHASIS_FALL_BACK_Vendor Wise				
51	NCR_FALL_BACK_Vendor Wise				
52	EPS_FALL_BACK_Vendor Wise				
53	Onus CWD_OTP_TXN				
54	Zero-Withdrawal_Txn_ATM_list				
55	DB_TD_Report				
56	AUTO RECON ADMIN				
57	CBSDECLINE_2003				
58	FINANCIAL NON FINANCIAL				
59	INTERNATIONAL MCC				
60	NCCM Txn Report				
61	ICCW Txn Report				
62	GREEN_PIN_Generation_Card				
63	GREEN_PIN_GENERATION_COUNT				
64	ATM DATA (SDR)				
65	CAF (SDR)				
66	SWT_DUMP_TANGO (SDRDUMP)				
67	NETSTAT REPORT				
68	SUCCESSFUL ATM TXN				
69	No Hits 2 in last 2 Hrs				
70	1804,1805,1806,1833 ERROR_TSI				
71	E3 Txn and Green pin status report Diebold				
72	TOTAL TRANSACTION_TD_COUNT				


DCMS Reports					
Sr no	Daily	Weekly	Monthly	Quarterly	ON DEMAND REPORTS
1	DeHot_List_Report	LOYALTY_WEEKLY Report	BANK_CODE_WISE_MONTHLY_AUDIT_Report		PRODUCT WISE CARD STATUS
2	STOP_LIST_CARD_REPORT_Report	WEEKLY RANKING DATA	BIN_WISE_MONTHLY_AUDIT_Report		BIN WISE DATA
3	RePin_Report		CBI_RRB_AUDIT_MONTHLY_REPORT_Report		BRANCH WISE CARD ACTIVE DATA
4	Recard_Activation_1_Report		BRANCH_CARD_BASE_REPORT_Report		DATE WISE CARD DATA
5	Recard_Reject_1_Report		BIN-wise ACTIVE_CARDS_Report		INACTIVE CARD DATA(MONTHLY, WEEKLY, DAILY)
6	Card_Dump1_Report		BIN-wise STOPLIST_CARDS_Report		EXPIRED CARD WITH STATUS
7	BIN-wise CARD_Report		DEHOTLIST_Report		HOTLIST CARD DATA PRODUCT WISE
8	BINCONSOLIDATED_Report		EXPIRED_CARD.csv		RRB_HOTLISTING
9	BINCONSOLIDATED_UBGB_Report		RANKING_DATA.csv		OTHER CARD RELATED DATA REQUEST FROM DEBIT CARD DEPT
10	BINCONSOLIDATED_UBKG_Report		PMIDY GREEN PIN DATA.csv		
11	CARD_STATUS_Report		HOTLIST_CARD_DATA.txt		
			USER_LIST		

ADM Reports					
Sr no	Daily	Weekly	Monthly	Quarterly	ON DEMAND REPORTS
1	Low Cash Alert		CASH OUT DURATION REPORT		
2	Previous Day Rep				
3	Vendor-wise Ten Fault Report				



Annexure 3: Compliance to scope of work

Abbreviations	Full Form	Marks
A	Available in the product without customization	1
C	Will be provided with Customization	0.5
N	Can Not be Provided	0

	<u>Mark</u>	<u>Compliance</u>
 <p>सेन्ट्रल बँक ऑफ इंडिया Central Bank of India</p> <p>1911 से आपके लिए "केन्द्रित" "CENTRAL" TO YOU SINCE 1911</p>	RFP for ATM Switch and CMS Solution - Tender No - GEM/2024/X/XXXXX	(A/C/N)
ATM Switch Solution		
1. ATM Switch Solution should be EMV, PCI-DSS, PCI-PIN, PCI-SSS and PCI-HSM Certified.	1	
2. Solution should be compliant to all existing regulatory guidelines GOI/IBA/RBI/NPCI as well as guidelines issued by major interchanges like RUPAY, VISA and MASTER Card etc. further, Solution should adhere to compliance of Personal Data Protection Bill that is proposed by Justice Sri Krishna committee. Bidder to submit the undertaking for the same along with the Technical Bid.	1	
3. The ATM switch application should support Instant refresh (update) of balances from the host to the Switch online/through Positive Balance File (PBF).	1	
4. Switch solution should provide like to like DR (Data Recovery) infrastructure (mirror of Data Centre) with high availability of 99.99% or more with RPO of 5 min and Recovery Time Objective (RTO) should be less than 2 Hours in DR environment.	1	
5. The ATM switch security features should include Card Tokenization, Dynamic Key Management, PIN verification, Card Verification and PIN translation using Triple DES encryption, Contactless/ Near field communication(NFC) support, Macing, TLS 1.2 support, IBM 3624/ ANSI X 9.9, PVV, EMV authentication (Contact and Contactless) and scripting, PKI for web interfaces, Masking Field level and message level elements, Message level encryption, support for multiple HSMS for load balancing and high availability.	1	
6. The Application should be scalable for high traffic and should be able to scale down when not required.	1	
7. Switch should have capability to drive all standard ATMs, POS terminals (Both NFC and Non-NFC) along with Mobile POS terminals (M-Swipe, Mobiswipe) including but not limited to NDC/DDC protocol (DIEBOLD, NCR, Wincor, LIPI, Hitachi, Vortex, Hyosung, etc). Switch should also be compatible with all standard Kiosks available in the market.	1	

<p>8. ATM Switch must have capability to capture GEO-location along with IP address of ATM. In case of need on basis of GEO location it is possible to revise/fix the card withdrawal limit different for different location e.g. Fix card withdrawal limit for DELHI as Rs.45000/ and for Haryana as Rs.30000/-.</p> <p>Bidder proposed solutions should ensure Compliance of RBI circular on Cyber Security Frame Works dated 02/06/2016 Circular is RBI/2015-16/418 BS.CO/CSITE/BC.11/ 33.01.001/ 2015-16</p>	1	
<p>9. Switch Solution should handle Message Level routing. Switch must handle any Message Level Interface and should support all Industry standards message formats like ISO 8583, XML, API etc. for all major ATM machines and POS terminals, Core Banking Systems, Third Party Interface, etc. and Switch must handle any Message Level routing based on but not limited to Card Based, Account Based, Institution Code, BIN, Card ,Range, Message ID, Transaction Type and any other ISO/XML field value.</p>	1	
<p>10. The solution should have seamless deployment with less manual intervention.</p>	1	
<p>11. System should be integration friendly, and Solution should maintain the switch data for the entire contract in an easily retrievable form. Solution should provide front end software for accessing the ATM Switch in a secure manner and maintain online transaction data for minimum 180 days post this bidder to archive and submit the archived data to bank.</p>	1	
<p>12. The system architecture should be microservices based, modular, with load balancing and fault tolerance for data recovery, hardware failure and site failure with built in redundancy. The solution should also allow 100% scalability, by adding capacity to the current environment (vertical and horizontal)</p>	1	
<p>13. Should support configuration of new Host parameters on the Switch without stopping services. The solution should be scalable and flexible to provide new service and interfaces with external parties (without any downtime) in future as per Bank's growing business requirements.</p>	1	
<p>14. Should be able to monitor and report status of Host, partner switches (as and when required), ATMs, POS and all interfaces</p>	1	
<p>15. The application should have user-friendly and powerful querying mechanism and help effective data mining based on the Bank defined parameters, processing logic, rules and criteria.</p>	1	

<p>16. Maintain logs and offer report of all transactions (financial and non-financial) coming in and going out of the Switch, including the application messages and communication messages without impacting on the performance at peak load condition</p>	<p>1</p>	
<p>17. Switch should have capabilities to offer seamless support and integration capabilities for Card Not Present (CNP)</p>	<p>1</p>	
<p>18. The ATM switch application should support Integration with modern web technology and should have easy and quick way to Dynamically load new services and functions without service interruption. The ATM switch application should facilitate online addition of New ATM/POS without bringing down the Switch network.</p>	<p>1</p>	
<p>19. Solution should provide for dynamic generation of terminal session key and offer remote key download functionality with requisite security.</p>	<p>1</p>	
<p>20. Built-in Replication: The ATM switch application should support Integrated online data replication for high availability without any dependency on database software or replication tool.</p>	<p>1</p>	
<p>21. System should automatically generate Daily transaction reports based on the scheduled time and should have the capability to export the same in different formats but not limited to CSV, xls/xlsx, xml, text, etc</p>	<p>1</p>	
<p>22. Fraud Risk Management Solution Bidder should be able to integrate with the Fraud Risk Monitoring Solution provided by the Bank, and any other FRM Solution as directed by the bank/regulator,</p>	<p>1</p>	
<p>23. Security Control</p> <ul style="list-style-type: none"> a. Solution should support configurable security controls over specific users or group of users b. Data access should be controlled based on individual profiles/roles. c. Solution should provide for configuring privileges at user level and be able to set preferences based on Solution d. Should provide facility for recording time-in, time-out of user from 	<p>1</p>	

<p>such device in ATM Switch database. Audit logs should be maintained and made available for the bank in case of need.</p>		
<p><u>24</u> Authorization and PIN Verification</p> <ul style="list-style-type: none"> a. Capable of handling 16-digit card number (PAN) presently and any further variations introduced by RUPAY, VISA, MasterCard, NPCI and any other payment system association. b. PIN number to be supported should be in the range of 4 to 11 digits c. Support for PIN verification using Hardware Security Modules & other leading industry wide PIN verification solutions. d. Admin Card Generation and Admin card PIN verification for ATMs, BNAs and other channels wherever necessary 	1	
<p><u>25</u> Authorization control: System should support following mechanisms for authorization control:</p> <ul style="list-style-type: none"> a. Setting up separate limits & velocity at an Interchange level, Institution level, Transaction Type, Country level, MCC and Terminal level. b. Setting up separate online / offline limits & velocity for Interchange level, Institution level, Transaction Type, Country level, MCC and Terminal level c. Personalized card limits by cardholder for withdrawal & POS transactions. d. Key Management for Dynamic (master/slave) and constant key DES, with support for dynamic key exchanges based on time, date, transaction volume. 	1	

<p>26 Authentication</p> <ul style="list-style-type: none"> a. Verification of the validity of the card (whether active or Inactive) b. Expiration date verification on card / Switch as per card issuer c. CVV/ CVC, CVV2/ CVC2/ ICVV verification d. Checking for Hot listed or CLOSED cards 	1	
<p>27. System shall be capable of configuring multiple credit / debit accounts for transaction routed through ATM switch. Hence the bidders are required to provide compliance to the requirements of the RFP.</p>	1	
<p>28 Proposed ATM Switch should provide the API for Toggle Feature providing the following features (not limited to): Temporary Blocking of Card, Setting Transaction Limit/Restriction for both International and Domestic Transactions, POS Transaction Limit, e-Commerce restriction Limit, and ATM Transaction Limit.</p>	1	
<p>29 The Switching solution must have system security functionality in terms of user authentication, 2-factor authentication, access management, audit trails, data back-up, and encryption of data in motion and at rest. The Solution should support latest security mandates from regulatory and Statutory Authorities</p>	1	
<p>30. Bidder is required to expose the API of the proposed Switch Solution to the Bank in order to enable bank to integrate the Switch Solution with other 3rd party banking solution maintained by the bank/bank's vendors for surveillance of the ATMs.</p>	1	

<p>1. Card Management</p> <ul style="list-style-type: none"> a. Card Issue including Smart Card from RuPay, MASTER and VISA card or any other card service provider which bank may take in future and its full life cycle b. Providing card duplication and replacement functions c. PIN management / Security Techniques d. Automatic updating from external Interchange Routing tables-list refresh sources (NFS) e. New Cards can be added online without bringing down the System /switch network f. Provide a front end application to capture customer data at a branch level for electronic card requisition/blocking/listing etc. g. On receipt of the card application files from personalization bureau the system should automatically pick these files and generate, encrypt and send embossed and PIN files back to personalization bureau. h. The card Management solution should have real time integration with ATM Switch Solution 	2	
<p>2. Bidder has to provide a web-based application to processing centre, call centre, helpdesk team, branches for issuance, maintenance, operations, or addition of value added services, inquiry of cards & transaction details from proposed ATM Switch which should be able to integrate with Active Directory, LDAP and Single sign on.</p>	1	
<p>3. Bidder should provide application with system security functionality in terms of user authentication, access management, and audit trails of cards, user maintenance and activities performed by the users with no limitation on number of users.</p>	1	
<p>4. The Bidder should complete end to end migration of existing complete card database, Data conversion, Migration of keys, migration testing, and business processes, seamlessly into the proposed solution as per the timelines.</p>	1	
<p>5. Configurable message format specification for any change in incoming and outgoing files from Debit CMS.</p>	1	

<p>6. The proposed solution should have capabilities of QR code Card issuance, storage, QR Codes retrieval as and when required and maintenance of QR Code in the system. Debit CMS should have dynamic reporting functionality for creation of any new reports.</p>	1	
<p>7. The proposed solution should provide bulk upload facilities for activities such as:</p> <ul style="list-style-type: none"> a. Card activation, Card closure, card hot listing(permanent/Temporary) b. Card Limit Enhancement & Reduction for Domestic/International (ATM/POS/ECOM/Contactless/MOTO Transaction) c. Enabling/ Disabling of Domestic/International (ATM/POS/ECOM/Contactless Transaction/MOTO) Usage of Cards d. Normalization of PIN Retry Limit exceeded on cards. 	1	
<p>8 The proposed solution should be able to process API based, online card issuance/re- issuance request, add-on card request, Card maintenance request through Omni channel, CBS and IVR.</p>	1	
<p>9. Bidder should integrate the solution with the SMS & Mail servers of the Bank and trigger event based alerts to customers as per the requirement of the Bank.</p>	1	

Annexure 4: Masked Commercial Bid along with technical bid

The Commercial Bid format is as under:

The Bidder is required to update the masked commercials in the following format:

Table 1: Commercial Bill of Material

Sr. No	Requirement	Product Cost(Rs)	GST (Rs)	Total Cost including GST for 7 years (Rs)
1	*Enterprise License Cost for ATM Switch Solution, CMS solution and ATM Monitoring solution			
2	Hardware and OS cost for ATM Switch Solution, CMS solution and ATM Monitoring solution			
3	#Implementation Cost			
4	Facility Management			
5	ATS Cost of ATM Switch Solution, CMS solution and ATM Monitoring solution			
6	Hardware AMC Cost of ATM Switch Solution, CMS solution and ATM Monitoring solution			
	Total Cost (1 to 6)			
	TCO in Words			

Combined TCO will be taken for finalization of Lowest Commercial bid.

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

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

In case any bidder quotes open-source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful licence/ subscription and 24*7 OEM back-to-back support to ensure compliance with the service levels defined in the RFP. Bank has option to remove any of the components/software.

In case the Proposed Solution support containerization & Micro services. Based on requirements. Bank can ask for deployment of Micro services in containerized environment. The design and development CI CD automation has to done by bidder

Bank is having ORACLE ULA and Bank can provide unlimited number Oracle DATABASE licenses which bidder will make good use in its proposed solution.

Table 2: Breakup of License Cost for ATM Switch, CMS and ATM Monitoring solution (item 1 of Table 1) – DC, DRC

SN	Requirement Particulars	Requirement Description	Quantity	Product Cost (₹)	Total (₹)
1	Enterprise License Cost for ATM switch solution				
2	Enterprise License Cost for CMS solution				
3	Enterprise License Cost for ATM monitoring solution				
	Total Cost				
	GST				
	Total Cost with GST				

Table 3: Breakup in Hardware cost ATM Switch, CMS and ATM Monitoring solution (item 2 of Table 1) - DC & DRC

SN	Requirement Particulars	Requirement Description	Quantity	Product Cost (₹)	Total (₹)
1	Hardware and OS Cost for ATM switch solution				
2	Hardware and OS Cost for CMS solution				
3	Hardware and OS Cost for ATM monitoring solution				
	Total Cost				
	GST				
	Total Cost with GST				

Table 4: Breakup of Implementation Cost for ATM Switch, CMS and ATM Monitoring solution (item 3 of Table 1) - DC, DRC

SN	Requirement	Requirement Description	Quantity	One Time Charges (₹)	Total (₹)
1	Implementation Cost				
2	Training Cost				
3	Any other Cost				
	Total Cost				
	GST				
	Total Cost with GST				

Table 5: Breakup of Facility Management Cost for ATM Switch, CMS and ATM monitoring (item 4 of Table 1) - DC, MMO & DRC

SN	Requirement Description	Quantity	Recurring Cost in ₹							Total (₹)
			Year1	Year2	Year3	Year4	Year5	Year6	Year7	
1	L3	1								
2	L2	10								
3	L1	13								
	Total	24								
	Total Cost	XX								
	GST	XX								
	Total Cost with GST	XX								

Table 6: Breakup of ATS Cost of ATM Switch, CMS and ATM Monitoring solution (item 5 of Table 1) (if not covered on above tables)- DC, Near Site to DC & DRC

SN	Requirement	Requirement Description	Quantity	Product Cost (₹)	Recurring Cost in ₹							Total (₹)
					Year1	Year2	Year3	Year4	Year5	Year6	Year7	
1	Enterprise License Cost for ATM switch solution				NA							
2	Enterprise License Cost for CMS solution				NA							
3	Enterprise License Cost for ATM monitoring solution				NA							
	Total Cost				NA							
	GST				NA							
	Total Cost with GST				NA							

Table 7: Breakup of AMC Cost of Hardware for ATM Switch, CMS and ATM Monitoring solution (item 6 of Table 1) (if not covered on above tables) - DC, Near Site & DRC

SN	Requirement	Requirement Description	Quantity	Product Cost (₹)	Recurring Cost in ₹							Total (₹)
					Year1	Year2	Year3	Year4	Year5	Year6	Year7	
1	Hardware and OS Cost for ATM switch solution			NA								
2	Hardware and OS Cost for CMS solution			NA								
3	Hardware and OS Cost for ATM monitoring solution			NA								
	Total Cost			NA								
	GST			NA								
	Total Cost with GST			NA								

Terms & Conditions:

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in Bill of Material (BOM), Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
- It is the responsibility of vendor to ensure for Third Party Tools / software licenses / Subscriptions for the project duration.
- In case any bidder quotes open-source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful licence/ subscription and 24*7 OEM support charges to ensure compliance with the service levels defined in the RFP
- Open Internet access to or from the supplied servers will not be allowed, however restricted Internet access for specified servers may be allowed as per Bank's Policy
- If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost
- The price quoted for the project should be an all-inclusive price including any taxes, expenses, levies, GST and should be a fixed price.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
- The TCO in words is amount on which the commercial evaluation will be conducted.
- All prices to be valid for a period of 7 years from the date of contract execution / signing.
- The Bank reserves the right to renew the contract post completion contract



- period and the commercials for the same will be discussed based on the scope of work.
12. Bidder should factor all their expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
 13. Bidder shall depute resources on-site of the project implementation location(s) for carrying out all tasks.
 14. The cost quoted should be fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
 15. The cost quoted also includes the cost of deliverables for all the phases of the Project.
 16. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Date

Place

Seal & Signature of the Bidder

Annexure 5- Eligibility Criteria Compliance

Sr.	Eligibility of the bidder	Documents to be submitted	Compliance (Yes/No)
1	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 (Ref Clause No 48 of RFP)	
2	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.	
3	The bidder must have average turnover of minimum ₹50 Crores in IT business from Indian operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023-24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.	
4	The bidder should have a positive net worth in last three financial (i.e. 2021-22, 2022-23, and 2023-24)	Certificate of the Chartered Accountant for three preceding FY	
5	The bidder should have made operating profits in at least one financial years out of last three financial years (i.e. 2021-22, 2022-23, and 2023-24)	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY.	
6	The bidder or its Technology Partner (OEM) should have its own ATM Switch solution /CMS solution or OEM license to use the same. OEM or their authorized distributor in India can directly bid in the tender but both of them cannot bid for the same.	In case of Own ATM Switch solution, Certificate from at least 2 Banks in India is to be submitted by the Bidder. In case of solution provided by OEM, OEM certificate is to be provided to Bidder confirming onsite implementation and Certificate from at least 2 Banks in India is to be submitted by the Bidder confirming onsite implementation	
7	The bidder or its Technology Partner (OEM) should have minimum 5 years of experience to provide ATM Switch Solution and card management solution.	Purchase Order/ Performance Certificate to be submitted.	
8	ATM Switch Solution and card management solution is presently running in at least three scheduled	Purchase Order/ Performance Certificate to be submitted.	

	commercial banks in India (Public/Private/Small Finance Bank) .as on the date of submission of the bids with Debit card base of 1 Crores in each bank		
9	The bidder or its Technology Partner (OEM) should have 24*7 operations team with adequate strength and expertise to manage the proposed ATM Switch and CMS solution setup at Mumbai and Hyderabad	Submit the self-declaration on Company's letter head	
10	The bidder or its Technology Partner (OEM) should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head	
11	At the time of bidding, the bidder or its Technology Partner (OEM) should not have been blacklisted / debarred by any Government offices / IBA / RBI / PSU / PSE / or Banks, Financial institutes for any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration on Company's letter head	
12	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the bidder or its Technology Partner (OEM) and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head	
13	The bidder or its Technology Partner (OEM) should not have <ul style="list-style-type: none"> • NPA with any Bank in India / financial institutions. • Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank. 	Submit the self-declaration on Company's letter head	
14	The bidder or its Technology Partner (OEM) should have carried out successful migrations / take over from ATM Switching, ATM & Transaction Monitoring and Card Management solution, including migration for at least 1 Scheduled commercial Bank in India in the past 10 years.	Credential Letter from the Client or Copy of Purchase Order/ Contract Document with the reference letter from the client.	
15	The Bidder or Its Technology Partner should not be owned or controlled by any Director, officer or employee of Central Bank of India or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Undertaking to be given by the Bidder at time of submission Compliance certificate given by successful bidder on company's letter head (Enclosed as annexure 20) after signing agreement	

Annexure 6 - Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details (Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in ATM Switch , CMS solution	
8.	Turnover (In ₹) 2021-22 2022-23 2023-24	
9.	Profits (In ₹) 2021-22 2022-23 2023-24	
10.	Whether OEM or SI	
11.	Number of Support staff in India	
12.	Good and Service Tax Number	
13.	Income Tax Number	
14.	Name and Address of OEM	
15.	Brief Description of support facility available with the bidder.	
16.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 7: (Pro-forma for Deed of Indemnity)

This deed made on the _____ day of _____, 2024 **BETWEEN** _____ a **Company incorporated under the Companies Act, 1956/2013 having its registered office at _____** (hereinafter referred to as "the Indemnifier" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its assigns, administrators and successors) of the ONE PART;

AND
Central bank of India a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time having its Head Office Chander Mukhi, Nariman Point, Mumbai (hereinafter referred to as "the Bank/Bank", which expression shall unless excluded by or repugnant to the context be deemed to mean and include its assigns, administrators and successors) of the OTHER PART

WHEREAS

1. The Indemnifier has
 - A. Offered "Supply, Implementation, Migration and Maintenance of ATM Switch and CMS Solution under CAPEX Model for Central Bank of India "in terms of the Service Level Agreement (SLA) dated _____ during the entire contract period of Years. The implementation and support services of software equipment by the Indemnifier is hereinafter referred to as "**Supply and Support Services**".
 - B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated _____ and respective Purchase Order/s ----- issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
 - C. Represented and warranted that the aforesaid supply/services offered to the BANK 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 the BANK.
 - D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all 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 the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.

3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, 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 the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK 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, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

(2) The Indemnifier further agrees and undertakes that the Indemnifier 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, notifications, orders framed or issued by any appropriate authorities.

(3) The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.

(4) If any additional approval, consent or permission is required by the Indemnifier 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 Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the BANK).

(7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).

(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 Indemnifier 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 Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

(11) Bank agrees and undertakes to indemnify Bidder and further undertakes to compensate Bidder in case of any claim accruing to Bidder on account of proven breach of licenses software, beyond the permitted purpose, by authorized officer of Bank.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents the day, month and year above written

Witness:

1)

(Seal and Signature of indemnifier)

2) _____
(Seal & signature of the authorized signatory of the Bank)

Note: The said indemnity shall be affixed with the applicable stamp duty.



Annexure - 8 [Undertaking for Acceptance of Terms of RFP]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: RFP for Supply of "Supply, Implementation, Migration and Maintenance of ATM Switch Solution, CMS Solution and ATM Monitoring solution under CAPEX Model for Central Bank of India"

1. We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.
2. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
3. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
4. We here by confirm to undertake the ownership of the subject RFP.
5. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:



Annexure -9 [Manufacturer Authorization Form]

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

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Reg: Manufacturer Authorization Form.

Dear Sir,

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

We, hereby, extend our warranty, technical support and updates/upgrades with respect to the Product as per our terms and conditions agreed with the Bidder, in the event that the above referred tender is awarded to the Bidder.

We herewith certify that the above mentioned Products are not end of life as of now and if Bank desires to procure, support for the same will be available to procure for a duration of (07) seven years with a form/fit/functional equivalent In case the Bidder is not able to perform obligations during the agreed contract period (like if Bidder ceases to exist, stops services or support to the Bank without any fault of Bank), we will perform the said obligations, as per agreed terms and conditions through mutually agreed third party/any other authorized Partner of ours without any additional cost to Bank.

Yours Faithfully

(Signature of the Bidder with Seal)
Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:



Annexure-10 [Integrity Pact]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Integrity Pact.

Between
Central Bank of India hereinafter referred to as **“The Principal”**,

And
..... hereinafter referred to as **“The Bidder/
Contractor”**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.



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

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the



Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is attached as Annexure-14.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat



the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word „**Monitor**“ would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

Section 11- FALL CLAUSE

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name&Address)

(Name & Address)

(Name & Address)



Annexure - 11 [Non-Disclosure Agreement]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Non-Disclosure Agreement.

This Agreement made at _____, on this _____ day of _____
20 .

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**

Thebidder 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.
- 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

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

Name of Authorized signatory:
Designation:

Name of Authorized signatory:
Designation:



Annexure -12 [Performance Bank Guarantee]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Performance Bank Guarantee

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase computer hardware (hereinafter referred to as "Goods") from M/s ----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

- (1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.
- (2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.



- (3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ----- (this date should be date of expiry of Guarantee).
- (4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- (5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- (6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- (7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- (8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.



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

(10) Notwithstanding anything contained herein:-

- a) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees----- only);
- b) This Bank Guarantee shall be valid up to ----- (**date of expiry of Guarantee**) and
- c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (**date of expiry of Guarantee plus claim period**).

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

Date this ----- day of ----- 20 at -----

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

sd/- -----



Annexure -13 [Earnest Money Deposit / Bid Security Format]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Earnest Money Deposit / Bid Security.

In response to your invitation to respond to your Supply, Implementation, Migration and Maintenance of ATM Switch Solution ,CMS Solution and ATM Monitoring solution under CAPEX Model for Central Bank of India ” _____, M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of _____ 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 XX.00 Lakh (Rupees XXXXXX Lakh 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 ₹5,00,000/- (Rupees Five Lakh 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 XX (Rupees XX Only).
2. This Bank guarantee will be valid upto _____; and



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

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

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

For and on behalf of _____

(Signature of the Bank Authorized Official with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:



Annexure -14 [Guidelines on banning of business dealing]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Guidelines on banning of business dealing.

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

1. Introduction

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



2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- 3.1 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- 3.2 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - 3.2.1 If one is a subsidiary of the other.
 - 3.2.2 If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - 3.2.3 If management is common;
 - 3.2.4 If one owns or controls the other in any manner;
- 3.3 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - 3.3.1 For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the



“Appellate Authority” in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

- 3.3.2 For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors“ Committee (EDC) shall be the “Competent Authority”. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
- 3.3.3 In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
- 3.3.4 For Zonal Offices only - Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the “Competent Authority” for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the “Appellate Authority” in all such cases.
- 3.3.5 For Corporate Office only - For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the “Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.
- 3.3.6 Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- 3.4 ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- 3.5 ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the



Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-
 - 5.5.1 Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
 - 5.5.2 Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.



5.5.3 If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

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

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

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

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

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

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



- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.
- 7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:
 - 7.2.1 To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
 - 7.2.2 To recommend for issue of show-cause notice to the Agency by the concerned department.
 - 7.2.3 To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - 7.2.4 To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency



from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

7.5.1 Banning of the agencies shall apply throughout the Bank including Subsidiaries.

7.5.2 Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.

7.5.3 The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

7.5.4 If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.

7.5.5 On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.

7.5.6 The decision of the EDC shall be communicated to the agency by ED (GAD).

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

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.



- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

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

10 Appeal against the Decision of the Competent Authority

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

11 Review of the Decision by the Competent Authority

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



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

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



Annexure -15 [Land Border sharing Clause]

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: RFP for Supply, Implementation, Migration and Maintenance of ATM Switch Solution ,CMS Solution and ATM Monitoring solution under CAPEX Model for Central Bank of India ”. - Land Border Clause.

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02nd July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries. In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all



requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.].

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

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

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

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

4. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Address:

Phone No.:

E-mail:



Annexure -16 [Certificate of Local Content]

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

Tender Ref: - GEM/2024/X/XXXXXX

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: RFP for Supply, Implementation, Migration and Maintenance of ATM SWITCH and CMS Solution under CAPEX Model for Central Bank of India - Certificate of Local Content.

1. This is to certify that proposed _____ (product details) is having the local content of _____ % as defined in the above mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove.

(Signature of Statutory Auditor)
Cost Auditor
Name/Company
Registration Number with Seal

Counter-signed:

Bidder
Name & Signature of authorized signatory

OEM
Name & Signature of authorized

(In the capacity of)
Duly authorized to sign bid

(In the capacity of)
Duly authorized to sign for and on behalf
of OEM (supported by Board
Resolution/POA)



Annexure 17- (Query Format)

Queries:

Sr. No.	Page #	Point Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

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



Annexure 18: (Certificate for cost waiver for MSME/NSIC firms)

(In Letter head of Chartered Accountant)

Date: _____

This is to certify that M/s. _____, having registered office at _____ has made an original investment of ₹___/- in _____, as per Audited Balance Sheet as on 31.03.2020/2021. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID NO.

Seal of the
firm



Annexure -19 [Undertaking of Information Security from Bidder]

(To be provided on letter head of Bidder)

Ref: Tender No - GEM/2024/X/XXXXXX

Date: -

To,
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur, Navi Mumbai-400614,
Sir,

Reg:- Rfp for "Supply, Implementation, Migration and Maintenance of ATM Switch Solution ,CMS Solution and ATM Monitoring solution under CAPEX Model for Central Bank of India- Information Security from Bidder

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

We also undertake that :-

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

Yours faithfully,

(Signature of the Bidder with Seal)
Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:



Annexure 20: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"

(This letter should be on the letterhead of the bidder)

Date:-----

To,
General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai – 400614

Subject: RFP CO: DIT: PUR: 2024-25:XXX - Compliance Certificate with respect to Chapter II para 4c of RBI's "Master Direction on Outsourcing of Information Technology Services"

Sir,

With reference to above, we <<<<Name of the Company>>>> hereby furnish and confirm the details as given below: -

1. Date of Agreement-
2. Expiry Date of Agreement
3. Type of Entity: Group Company/Not a group Company
4. Name of Directors of Company
5. Is any of the Director(s), Key Managerial Personnel and their relatives are stated above related to Central Bank of India: YES/NO

Note: - The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.

Authorized Signatory Name:

Designation:

Email and Phone