



Central Bank of India

Department of Information Technology

Tender No. GEM/2024/B/5670501

Request for Proposal (Bid) Document

For

Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India under CAPEX Model

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List of Abbreviations

AM	Approach and Methodology
AMC	Annual Maintenance contract
APIs	Application Programming Interface
APT	Advanced Persistent Threat
ATM	Automated Teller Machine
ATS	Annual Technical Support
Bank	Central Bank of India
BC	Business Continuity
BOM	Bill of Material
BRS	Business Requirement Specification
CB	Commercial Bid
CBI	Central Bank of India
CBS	Core Banking Solution
CD	Compact Disk
CMS	Card Management System
CPC	Common Point of Compromise
CPU	Central Processing Unit
DB	Database
DC	Data Centre
DLA	Device Level audit
DR	Disaster Recovery
DRC/ DRS	Disaster Recovery Centre/ Site
EFRMS	Enterprise Fraud Risk Management System
EMD	Earnest Money Deposit
FI	Financial Inclusion
FM	Facility Management
FR	Functional Requirements
FY	Financial year

GOI	Government of India
GSI	Global system integrator
GST	Goods & Service Tax
GUI	Graphical User Interface
HA	High Availability
HLD	High Level Design Document
HRMS	Human Resource Management System
IRM	Integrated Risk Management
IS	Information Security
ISO	International Organization for Standardization
IT	Information Technology
LLD	Low Level Design Document
LLP	Limited Liability Partnership
MAF	Manufacturer Authorization Form
MO	Management Organization
MQ	Messaging & Queuing
MS SQL	Microsoft Structured Query Language
MSME	Micro, Small & Medium Enterprise
NBFC	Non-Banking Financial Company
NDA	Non-Disclosure Agreement
NEFT	National Electronic Funds Transfer
NPCI	National Payment Corporation of India
NS	Near Site to DC
NTSL	Net Settlement Report
NUUP	National Unified USSD [Unstructured Supplementary Services Data] Platform
OEM	Original equipment manufacturer
OEM	Original Equipment Manufacturer
OPD	Original Platform Developer
OS	Operating System

OSD	Original Software Developer
PD & BP	Project Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PO	Purchase Order
PoP	Point of Presence
POS	Pont of Sale
PSE	Public Sector Enterprise
PSP	Payment System Player
PSU	Public Sector Undertaking
QR code	Quick Response Code
RAM	Random Access Memory
RBI	Reserve Bank of India
RCA	Root cause analysis
RFP	Request for Proposal
RFP	Tender no. GEM/2024/B/5670501 for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India
RPO	Recovery point objective
RRB	Regional Rural Bank
RTGS	Real Time Gross Settlement
RTO	Recovery Time objective
SAN	Storage Area Network
SAS	Serial attached SCSI
SCB	Scheduled Commercial Bank
SDKs	Software Development Kits
SDR	Single Data Repository
SEBI	Securities Exchange Board of India
SI	System Integrator
SIEM	Security Information & Event Management
SLA	Service Level Agreement

SOP	Standard Operating Procedures
SPOC	Single Point of Contact
SRS	System Requirement Specification
SSD	Solid state drive
T&D	Training and Development
TB	Technical Bid
TCO	Total Cost of Ownership
TPS	Transactions Per Second
TR	Technical Requirements
UAT	User Acceptance Testing
UI /UX	User Interface / User Experience
UPI	Unified Payment Interface
USSD	Unstructured Supplementary Services Data
VA	Vulnerability Assessment
VPA	Virtual Payment address
XML	Extensible Mark-up language
CORS	Cross-origin Resource Sharing

1. Invitation for Tender Offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition 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), 12 Zonal Offices (ZO) and 4600 plus branches spread across India, invites online tender offers (Technical offer and Commercial offer) from eligible Vendors for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India through Government-e-Marketplace (GeM).

The details are given below:

Tender Reference Number	GEM/2024/B/5670501
Date of RFP Issue	06/12/2024
Bid Security (EMD)	An amount of ₹ 1,50,00,000/- (₹ One Crore 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/B/5670501 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	smitupi@centralbank.co.in , smitupiproject@centralbank.co.in , smitpurchase@centralbank.co.in , cmitadc@centralbank.co.in , Queries to be submitted Latest by 13/12/2024.
Date and time for Pre-Bid Meeting,	Date-17/12/2024 Time- 15:00 hrs
Last Date and Time submission of Bids	16/01/2025 up to 15:00 hrs.
Mode of bid submission	Government-e-Marketplace (GeM)
Time & Date of Opening of technical bids	16/01/2025 up to 15:30 hrs.
Response Types	1.Bid Security/EMD 2.Commercial Bid
Address for Communication	General Manager-IT Central Bank of India Department Of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614

	Mail address: smitpurchase@centralbank.co.in cmitadc@centralbank.co.in smitupi@centralbank.co.in smitupiproject@centralbank.co.in
Contact Telephone Numbers	022- 27582434, 67123669, 67123670

If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.

The pre bid meeting will be held in person with the bidders.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and exemption certificate of MSME 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 email 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 exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Tender offers will normally be opened half an hour after the closing time.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

General Manager-IT

Central Bank of India, DIT,
CBD Belapur, Navi Mumbai-400614

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 bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct 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.

2. Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act, 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 20 crores per annum 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 made operating profits in at least two 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.	
5.	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 preceding three FY.	
6.	The Bidder should have implemented the proposed UPI solution which should be running presently in at least two Scheduled Commercial Banks (SCB), out of which one Bank should have minimum average 1 Crore transactions (including financial and non-financial) per day during last one year from October-23 to September-24.	Credential letter along with Proof of transaction	
7.	At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / 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 undertaking on Company's letter head	

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
8.	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 / OEM and the Bank regarding supply of goods/ services	Submit the undertaking self-declaration on Company's letter head	
9.	Bidder/OEM should not have <ul style="list-style-type: none"> NPA with any Bank /financial institutions in India 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 self-declaration on Company's letter head.	
10.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
11.	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	
12.	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 31) 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. If OEM is participating, then SI cannot participate with same solution. However multiple SI can participate with same OEM solution, only if OEM is not participating.

*Bank reserves the right to verify references provided by the Bidder independently. Any decision of Bank in this regard shall be final, conclusive and binding up on the bidder. Bank may accept or reject an offer without assigning any reason whatsoever.

- Bidders need to ensure compliance to all the eligibility criteria points.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.

4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2/ 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
 - b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

3. Bid Security (EMD)

An amount of ₹ 1,50,00,000/- (₹ One Crore 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 Account Payee Demand Draft / banker's cheque /RTGS/ NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2024/B/5670501 in favour of "Central Bank Of India" and payable at Mumbai/ Navi Mumbai.

4. Performance Bank Guarantee

- i. 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-11, for 5 % of the total project cost valid for 105 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.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letter head 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.
- iii. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- iv. 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.
- v. In the event of delays by Successful Bidder in AMC 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.
- vi. 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, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. 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.
 - viii. 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.

5. 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. All Cost to be in Indian Rupees.

6. Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers in **Annexure-8** that they have been authorized to quote OEM Product.

7. Scope of Work

7.1 Scope Summary

Request for Proposal (Bid) Document for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India for Seven Years and extendable by another Three years, under CAPEX Model for Central Bank of India (CBol).

7.2 Existing UPI Infrastructure Details

1. M/s Infracore Technologies Limited (Kiya.ai) providing UPI switch and BHIM CentPay (UPI App) under OPEX model
2. M/s Manipal Technology Limited providing UPI Merchant Acquiring Solution Broad Scope of Work

7.3 Broad Scope of Work

The Bank intends to select a bidder to Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India at its Data Centre & Disaster Recovery Centre in India for routing, processing, validation, reporting etc. the transaction to and from NPCI, originated from the Bank's and other bank's various alternative channels which is used by its customers.

The UPI Solution should be cloud ready i.e. The solution can be deployed and run on the Cloud (Private Cloud). The proposed UPI solution should be cloud agnostic.

The solution proposed should be integrated seamlessly with the existing alternative channels along with NPCI solution. The bidder is also required to migrate the data from existing solution to new platform. Bank will award the contract to the successful bidder and the bidder should deliver the service with the following: -

1. Bank needs a robust enterprise-wide solution for Unified Payment Interface (UPI) to facilitate Interbank Funds Transfer for inward and outward transactions and solution should comply with "Master Direction on Digital Payment Security Controls" and other

directives by Government/NPCI/RBI/NCIIPC.

2. The License for the solution to be Enterprise which means unlimited server client and user licenses for Bank to support new channels during the contract period.
3. Bidder shall provide Mobile Applications (Apps) for Android and iOS. The Bidder will provide the Mobile App for any other platform as desired by the Bank. The Mobile Applications should be based on latest technologies with high emphasis on security. The UI/UX interface should be intuitive & eye-catching.
4. The solution should be implemented at Bank's Data Centre and Disaster Recovery Centre and should have a separate development, test, and pre-production set up.
5. The solution should be adhering to NPCI UPI technical specifications and Procedural guidelines for all the UPI products (including various Operating Circulars (OC)) from NPCI.
6. Solution should be capable of adopting any future regulatory/ statutory requirement and any new additional functionality by NPCI without any additional cost to the Bank and timeline as specified by the NPCI / Bank.
7. Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability (HA) at application and network, both at DC & DRC.
8. Unified Payment Interface (UPI) should be capable of processing peak 1500 Business TPS initially at the time of go live.
9. Unified Payment Interface (UPI) solution should also facilitate online DC- DR data replication and retrieval capability in a seamless manner. Bidder has to supply and install the required software at near site to DC to ensure zero data loss.
10. Near site to DC will have database/redo logs only to achieve zero RPO from DC. Minimal compute may be required for sync to DR. However, bank may ask to establish similar setup for near site for DR also in future. In such case, the cost of augmentation (for the items included in Bill of Material of bidder) of near site to DR will be mutually discussed
11. The proposed solution should be integrated with the Bank's Alternate delivery channels i.e. ATM, Internet Banking, Mobile Banking, SMS Gateway, Bank's CBS, Enterprise Service Bus /Payment Hub, SDR (Bank's Data warehouse), USSD, Financial Inclusion gateway, Multi- Function Kiosks, Remittance agencies, Third party PSP, WhatsApp Banking, Payment Gateway, E-Mail, Call Centre, CRM, CMS , EFRMS, Omni Channel etc. without any extra cost to Bank.
12. The bidder shall provide SDK (software development Kit) of UPI services for embedding the same in Bank's Mobile Banking application or any other Digital Banking Applications as per the requirement of Bank without any extra cost to Bank.
13. Bidder is required to provide SDK of the UPI features as per Bank's Brand Guidelines i.e. Design Library System for Android and iOS for incorporating in Banks's Applications without any additional cost to the Bank.
14. All updates and customizations shall be imparted in SDK simultaneously.
15. Bidder is required to provide multiple entry points for most commonly used features like Scan and Pay to Contacts, Pay to UPI ID, UPI Lite, Add Money, Collect Money etc. as required by Bank without any additional cost to the Bank.
16. The UI/UX for the UPI app and SDK to be as per the design approved by the Bank and need to be changed / updated as desired by Bank from time to time.
17. Solution should be capable of processing Bulk transactions through file upload for UPI Payment address creation, Push Transactions, Pull transactions etc.
18. The solution should be PCI-SSS compliant.
19. The Solution should run on OEM supported Container platform
20. Solution should have APIs for all UPI operations/ transactions which includes issuer and acquirer functionalities like (this is an indicative list, any new functionality which is added

during the contract period to be provided in the app)

Functionality such as

- 1) Registration for UPI
- 2) Payment address creation,
- 3) Setting UPI PIN,
- 4) Addition of account to VPA,
- 5) Removal of account from VPA,
- 6) Push transaction,
- 7) Pull transaction,
- 8) Mandate registration/ de-registration including IPO mandates,
- 9) De-activation of UPI account,
- 10) Balance enquiry,
- 11) Merchant registration,
- 12) Transaction listing/History,
- 13) Fund Transfer through Account+IFSC
- 14) Static/Dynamic/International QR Scan,
- 15) Voice Out,
- 16) Peer to Peer P2P & Merchant Payments P2M,
- 17) Collect Request (UPI ID),
- 18) Reports for Reconciliation,
- 19) Bulk Payment/ Bulk Collect
- 20) Integration with Payment Aggregators like BBPS etc.

UPI features / products

- 1) Standing Instruction / Auto Pay,
- 2) UPI Global transaction,
- 3) E-Rupi,
- 4) UPI-Lite,
- 5) ICCW (issuer & acquirer),
- 6) ICD (Issuer & acquirer),
- 7) Delegate Payment/ UPI Circle
- 8) UPI Central Mapper,
- 9) Credit Card on UPI,
- 10) UPI123,
- 11) UPI UDIR
- 12) FIR & FOR (Foreign Inward Remittance & Foreign Outward Remittance),
- 13) UPI International
- 14) UPI Now Pay Later (Credit lines on UPI)
- 15) Voice enabled UPI Payment
- 16) UPI Tap and Pay
- 17) Any other UPI Features & functionalities launched by NPCI till contract period.

21. The proposed solution should have interface with Bank's CBS or through Enterprise Service Bus/Payment Hub / Middleware as desired by Bank.

22. The proposed solution to implement the following products as per NPCI specification

- PSP platform
 - 1) Customer on-boarding

- 2) Merchant on-boarding
- 3) Payment transactions (Push & Pull)
- 4) Communicate with UPI host
- 5) Receive inward transaction and respond
- 6) SMS integration
- 7) E-Mail integration
- 8) Integration with other service providers (Travel, ticketing, utility bill payment etc.)
- 9) Integration with BBPS vendor (for pre-paid and post-paid) and provide journeys
- 10) Interface with mobile app server.
- 11) Virtual address management (PSP virtual address, Merchant specific virtual address etc.)
- 12) Global address management like Aadhaar, mobile number
- 13) Single click Two factor authentication
- 14) Charges module
- 15) API support for all channels such as Mobile, Internet Banking, ATM etc.
- 16) Reports – Standard Daily / Monthly Reports & Customised reports
- 17) Support four party architecture as defined by NPCI
- 18) Transaction history
- 19) Hot listing of registered users account through self-service means
- 20) Encryption support
- 21) Any other functionality, UPI Features, Integration with other channel etc.

23. The bidder shall upload and publish the PSP app(s) in Android Playstore/iOS App Store.

Note: - Scope of supply includes Applications, Software 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.

National Critical Information Infrastructure Protection Centre (NCIIPC), Govt. Of India, has declared UPI of the Bank as Critical infrastructure. Bidders will implement/adhere all guidelines/instructions of Government/NCIIPC/RBI/NPCI etc. without any extra cost to the Bank.

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 and high level and low-level data flow diagrams 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.

7.4 Solution Presentation and Demo:

Bidder(s) as part of technical evaluation have to demonstrate their Unified Payment Interface (UPI) solution and it will be based on the following conditions:

- i) All and any cost associated with demonstration (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be borne by the bidder and bank will not bear any cost.
- ii) Bank reserve its right to extend / shorten the period of demonstrate where needed.

Bidder who fails in the demonstration will automatically stand disqualified in technical evaluation.

7.5 Infrastructure

The bidder shall supply, customize, implement and maintain UPI Switch and other related services along with all necessary software, middleware interface, APIs, UPI Applications (Android & iOS), SDKs, Merchant Solution including Portals etc. as mentioned in the RFP. The bidder shall also maintain underlying hardware/infrastructure.

The Bidder needs to size the infrastructure (Servers, network switches, HSM, Operating System, APM, containerization platform and other related hardware/software etc.) for the solution based on the volume and the growth indicated in the Growth Volume Projections table at provide the details in **Annexure-30**.

Following is the minimum required list of infrastructure components to be provided by Bidder and same need to be factored in the technical / commercial bid. Apart from the components listed below, Bidder has to provide any additional Software components required for the successful implementation of the project.

1. Software for application, web, middleware server etc.
2. Reporting tool
3. Any other software item required for UPI Switch functioning

The end-to-end implementation, maintenance and support of the Unified Payment Interface (UPI) solution shall be part of the scope of the bidder.

As part of the technical proposal the bidder needs to provide complete Unified Payment Interface (UPI) solution details. The bidder must design the solution with high availability, Active-Active setup & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

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. The Proposed solution should be containerised and based on micro-services architecture, so that new services deployment will have zero down time. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work. Bank has also established near disaster recovery site for achieving zero data loss in case of disaster. Bidder needs to consider the applications/ software to be supplied and deployed at Near Site to DC to achieve zero data loss. This is to be considered for Near Site to DC associated with primary site only.

The necessary hardware infrastructure will be provided by the Bank at Bank's DC, Near site to DC in Navi Mumbai and DR in Hyderabad. However, 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.

The bidder shall install and maintain the software as required by the solution. Bidder shall also maintain the Hardware and all necessary configuration, parameterization etc. Bidder has to resolve the issues arising during integration of other component (like webserver) or software (like Database, Enterprise Service Bus /Payment Hub & other third-party software). The performance tuning & parameterization of Database & other software to support smooth running of the application, should be done by Bidder. Bidder is required to provide the details of software components proposed in the RFP as per format **Annexure 23**.

All the proposed solution components should be properly supported and licensed during contract period. The bidder is required to provide the certificate regarding local content in the solution as per **Annexure 28**.

Bidder needs to accordingly provide as part of the technical solution the complete UPI Switch details like Application, Software and other related software requirements. The details shall include: —

1. List of Applications, Softwares along with licensing details (Including installations and replication at DC and DR).
2. Details of redundancy and security setup.
3. Application architecture along with a detailed diagram including the infrastructure setup.
4. Implementation procedure / road map.
5. Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Growth Volume Projections table.

The Bank will not be responsible for any assumption made by the Bidder with respect to the sizing. 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.

The bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI/NCIIPC/NPCI and also adheres to requirements of IT Act (including amendments in IT Act and its Rules thereof). A self-declaration to this effect shall be submitted by the bidder.

Successful bidder need to submit the requirement of Infrastructure to the Bank for running the project smoothly in format given in **Annexure-30**.

The submitted Hardware Sizing for UPI Application and other Softwares 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.

CI/CD pipeline will be designed, implemented and managed by the UPI Application bidder.

Growth Volume Projections for Central Bank of India

The UPI Volumes are projected to have 30% Year-on-Year Growth as given under:

Current Volumes in UPI and Projection for number of transactions in the Mentioned Month

Month on Month	Financial Transactions (In Million)	Non-Financial Transactions (In Million)	Total Transactions (In Million)
Sep-24	340	135	475
Sep-25	442	176	618
Sep-26	575	228	803
Sep-27	747	297	1044
Dec-28	971	386	1357
Dec-29	1262	501	1764
Dec-30	1641	652	2293
Dec-31	2133	847	2981

Bidder has to design and install the UPI Infrastructure to meet the Bank's requirements and provide the Certificate that the proposed Infrastructure will successfully handle the projected volumes & peak business TPS.

Benchmarking

The proposed solution should be benchmarked for 1500 peak Business TPS (Transactions per Second) and able to handle 40 million transactions per day on go live day. Bidder has to demonstrate the volume handling capacity of the UPI system and provide the report of same.

The bidders should size their UPI Application and other Software envisaging the 30% growth in peak TPS per year and accordingly quote the Licences for Software.

Bank can deploy any number of instances of UPI Application & can segregate the UPI switches based on Issuer/Acquirer/PSP or any such combination. UPI Switch Application Licence will be enterprise level and can be used at unlimited Hardware without no additional cost to the Bank.

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. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the bidder in **Annexure-30**.

The Applications & other Software provided by the Bidder should work in any number of Hardware/Devices without any extra cost to the Bank.

However, the complete implementation, maintenance and support of the Unified Payment Interface (UPI) solution shall be part of the scope of the bidder.

As part of the technical proposal the bidder needs to provide complete Unified Payment Interface (UPI) solution details. The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. 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. The performance tuning & parameterization of Database & other software to support smooth running of the application, should be provided by Bidder.

Bidder needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Storage Capacity and other related requirements.

The details should include: -

1. List of Hardware, Operating Systems (OS), containerization platform etc. on which the solution is compatible along with licensing details for the complete solution (Including installations and replication at DC and DR).
2. Details of redundancy and security setup.
3. Application architecture along with a detailed diagram including the infrastructure setup.
4. Implementation procedure / road map.
5. Proposed Server and related infrastructure specification required as part of the solution implementation (for DEV/UAT, pre-production and production setup) along with the quantity to meet the Bank's redundancy requirement.

The Bidder is responsible to arrive at the sizing independently based on the volume and the peak business TPS growth indicated in the RFP.

In the event the sizing proposed by the Bidder does not match the performance/ service levels of the Bank as per the threshold mentioned in Section 7.5, 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. Bank will assess the proposed sizing submitted by bidder, independently.

7.6 Migration of Data from existing UPI Switch:

1. The bidder shall establish an interface between old switch and the new switch
2. The bidder should migrate all customer and transaction data from current switch to the new switch while maintaining confidentiality and integrity of the data.
3. Complete Data Migration from old UPI switch to new/ proposed UPI switch without any data loss.
4. The bidder shall be responsible for migration of the switch data, from the existing switch to the proposed switch. All current functionalities and customizations available currently on Bank's Switch including on front end devices like UPI APP shall be migrated seamlessly by the bidder onto the proposed switch. The bidder shall also be responsible for migration of legacy data of existing system as part of the migration activity. It would be the responsibility of the bidder to coordinate with Bank's existing outsourced Switch service provider for migration of UPI switch data, from existing system to the proposed UPI switch with Zero loss and no change in the existing data taxonomy for all transaction processes. Similarly, end user interfaces functionality shall remain unchanged. The bidder shall ensure that migration is accomplished with all the existing conventions and concepts available in the legacy system.
5. Migration activities shall be divided into three main categories as described below:
 - Pre-migration Activities

- Data Extraction and Loading of data in New Switch
- Post-migration Activities

5.1 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 shall be identified during the course of the data mapping discussions with the Bank's team.

- **Data Clean up**

All the requirements of bringing the source data in desired, synchronized and integrated form shall be dealt by data cleaning up exercise undertaken by the bidder. Data migration activities shall ensure that the existing data inconsistencies would be brought to a common functional requirement. Missing or incorrect data shall be rectified before migration. However, this will be subject to appropriate decisions on the actions to be taken by the Bank. Taking into consideration the design and customization changes, unique keys for each table shall be identified.

Mock migration runs conducted by the bidder basis the data provided for migration, shall give indication about possible data clean up that needs to be taken up before actual data migration run.

5.2. Data Extraction and Loading in New switch

Data required for automatic migration for each module shall be discussed by the bidder and separate documents for each of the modules shall be agreed and signed-off for that purpose in consultation with the Bank's team with existing vendor. 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 bidder shall carry out extraction of the data from the existing switch into new switch.

- **Transition from existing vendor to the SI**

The bidder shall migrate the existing UPI switch network including replenishing the assets to their network. Towards this, the following steps shall be undertaken:

- 1 Test the new network before deployment with the Core Banking Solution / Enterprise Service Bus /Payment Hub, Middleware, carry out sample reconciliations and present to Bank for approval on tests and schedule.
- 2 Carry out migration of UPI Switch as well as data, as per schedule – any delays would attract penalty.
- 3 In case the UPI services are found to be non-functional at the customer or merchant end due to any reason during the migration, re-registration of such services shall be the responsibility of the bidder at no cost to the Bank.

- 4 Migration of disabled UPI accounts from existing switch to the SI's switch including archive data.

The bidder shall perform the Project Management/Program Management of all the activities related to the scope of services and conduct regular review with the Bank's team to complete the activities in a time bound manner.

5.3. 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 bidder and the Bank's team shall arrive at a consensus on manual migration of records based on the volume / number of records. The bidder shall have complete responsibility to migrate such records at no cost to the Bank.

The Bank would be conducting a post migration audit to verify the completeness and accuracy of the migrated data. The Bidder shall provide the Bank and the auditor with all required documentation evidencing the checks and balances applied by the bidder for the purpose of migration. The bidder shall remediate any observations arising out of this audit at no cost to the Bank.

7.7 Enterprise license on proposed Solution (UPI)

The license for the solution to be Enterprise-wide perpetual level for all the modules offered without any constraint on number of branches or users or delivery channels.

Bank can deploy any number of instances of UPI Application & can segregate the UPI switches based on Issuer/Acquirer/PSP or any such combination. UPI Switch Application Licence will be enterprise level and can be used at unlimited Hardware without no additional cost to the Bank.

The solution to be installed at Bank's Data Centre, Near site to DC (Navi Mumbai) and Disaster Recovery Centre (Hyderabad).

The Bidder will supply and maintain the complete UPI Solution requirements in terms of Application, in-memory database and any other software required to implement, manage and monitor the solution.

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

7.8 Warranty, AMC and ATS

1. The BIDDER shall provide comprehensive onsite Warranty/AMC/ATS (For Total Seven Years) for the UPI Switch Application and other associated solutions in scope of the RFP, including software and associated modules and services. The Warranty/AMC/ ATS shall start from date of Going-live or sign-off by bank.
2. The Product including Mobile App(s), Application & other necessary software shall have a roadmap for 7 years from the date of Going-live. The BIDDER shall provide assurance

that the UPI Switch and other associated 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 hardware/infrastructure in close co-ordination with hardware/infrastructure vendor.
4. The warranty and AMC 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. The AMC rates quoted by the BIDDER in the Commercial bid shall be valid for a period three years after expiry of the Seven-year contract period.
6. Warranty and AMC support shall be mission critical 24x7x365 with site engineers for all software. Proactive and preventive measures form a part of the AMC.
7. Warranty and AMC shall cover, inter alia, kits, software upgrades as and when necessary to ensure that the solution's function in a trouble-free manner.
8. The Bank reserves the right to terminate the AMC after giving three months' notice.
9. Any software replacement/upgradation on account of 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 software proactively without any cost to the Bank.
10. 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.
11. 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.
12. The BIDDER guarantees that all the software supplied by the BIDDER is licensed and legally obtained.
13. The same maintenance standards specified for warranty period is applicable during the AMC period as well.
14. The AMC/ATS charges provided by the BIDDER in the Commercial bid cover the cost of operating system software, database, application software etc. The AMC 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, database and the applications. The payment would be made quarterly in arrears. 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.

7.9 Facility Management Service

The indicative scope for the facility management is as below:

- i. The Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging

meetings, successful implementation of this project etc. Bidder shall also provide Facility Management having heretical and scope-based support personnel such as L1, L2 and L3.

- ii. The Bank shall give Bidder and its personnel only physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services. Any mode of remote access will not be allowed from any Network outside Bank's Network.

The Bidder shall ensure to manage and maintain Application, Software etc. as mentioned in the RFP as well as requisite infrastructure implemented for it and as per the agreement the bidder should deploy at Bank's site required number of onsite technical experts throughout contract period. The deployed resources (to have adequate skill, good academics & be technically sound) should manage the above-mentioned scope of work and have experience for development, monitoring & management of the proposed solution. The deployed resources should be available Onsite at Central Bank of India and monitoring, and support resources should be available 24x7x365. The bidder should be able to recruit/ deploy the resources within 30 days of placing the order/LOI for the onsite technical resource.

- iii. The bidder shall ensure to manage and maintain Infra/Software/Application in co-ordination with Hardware Vendor as mentioned in the RFP and as per the agreement the bidder should deploy technical experts ONSITE throughout contract period.
- iv. The Bidders should deploy well-versed OEM resources for development/deployment/DBA etc.

SN	Role	L3	L2	L1	Remarks
1	Project Manager	1			(For Overall Project Supervision)
2	UPI Monitoring & Application Support			8	Min 2 in Day Shift & 1 in Night Shifts
3	Middleware Tech Lead		1		
4	Middleware Development		3		
5	App Development (Android/iOS)		2		(1-Android & 1- iOS)
6	App Tech Lead		1		
7	Quality Control (Android/iOS)		2		(1-Android & 1- iOS)
8	DBA Support		5		
9	Hardware Resources at DC/DR		3	9	
	Total	1	17	17	35

Note- Bank may require the services of above resources in shift and on Holidays on need basis and Bank may increase or decrease the number of resources (L1, L2 or L3) during the course of the contract with the same charges as quoted in the BOM.

- v. Specialized OEM resources/domain experts (including DBA supports) should be made available as required for smooth running of project and will be made available Onsite whenever need arise for major activity, Compliance etc.
- vi. Bidders to ensure that deployed resources should be competent to develop/ configure/ handle/ integrate/ maintain/ manage/ Implement/ Test / Go-live the

proposed UPI solution.

- vii. Bidder should ensure that the onsite resources should perform development, testing, configuration, deployment, support, monitoring, implementation, Integration with new UPI, Trouble Shooting, reporting, RCA reports, coordination with bank's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are indicative in nature which may increase depending upon the requirement of the UPI Eco system.
- viii. 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.
- ix. The Onsite resources shall also prepare and maintain the detailed process documentation, Standard operating procedure and other documentation as required for implementation, maintenance and management of the solution and same shall be submitted before signoff and within 30 days of GO-LIVE of solution & be properly updated during the contract period.
- x. The deployed resources shall be on the bidders' payroll/contracts and will not be having any employment right with the bank. These resources will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank. The selected bidder shall address such issues without involving the bank. The onsite resources provided for Facility Management at Bank's premises should be on payroll of the successful bidder and not on any third-party payroll. In case, if the successful bidder has to depute third party resource payroll and not bidder's payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder's responsibility for any action taken on part of the deployed resource by the bidder.
- xi. The deputed persons must maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.
- xii. Bidders to ensure that the resources deployed for onsite support should possess minimum 2-year relevant experience preferably in the software Solutions/Tech Stack proposed by the bidder. Bank reserves the right to claim change in resource based on the performance of the resources.
- xiii. If Bank has to increase or decrease resources at onsite or off-site same shall be done at the same rate as provided in this RFP.
- xiv. Resources will Coordination with different Bank's partners and other regulatory entities. Work as per Standard Operating Processes defined by the Bank, create and maintain SOPs as per project requirement.

- xv. Resources will Co-ordinate with Bank's IT Team or teams identified by the Bank. Preliminary trouble shooting of any issue related to the UPI service/ platform as reported by Bank staff or customer.
- xvi. Update ticket status in Bank's helpdesk tool or in such a manner that same will readily available as & when required with logging.
- xvii. Bidders shall log ticket on internal helpdesk for solution related issues through any of the following mode: Telephonic, Email, Ticketing Tool etc.
- xviii. Maintain log of all down calls for MIS purpose and provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
- xix. Interface with and coordinate problem identification and resolution with the appropriate support organizations within or external to the Bank; Co-ordinate with OEM for ticketing, Co-ordination with Hardware vendor for any issue resolution, escalation and resolution of issues and restoration of associated software.
- xx. Provide a periodic report to the Bank assessing all devices and applications performance under the scope of RFP against the Service Levels.
- xxi. Provide a periodic report to the Bank assessing all Functionalities performance under the scope of RFP against the Service Levels in Accordance with NPCI guidelines for UPI Uptime and incident management to Control the Technical and Business Decline in UPI each Product and its sub-product such as UPI (P2P & P2M), UPI-AutoPay, Mandates (IPO & Pre-Paid Vouchers) etc. Special reference to NPCI- OC; NPCI/2024-25/ONLINEOPS/001 dated 05th September 2024.

7.10 Monitoring and Management

- i. Monitoring and Management of UPI solution including infrastructure shall be deployed. Bidder should provide the dashboard for Real-time monitoring of UPI transaction and facility to go up to the level of transaction (RRN) and getting the Transaction status and its reason of failure, if any. Breakup of Business and Technical decline. The dashboard should also have the capability to generate reports like count of Financial & Non-Financial Transactions for a period, Number of Customers on-boarded etc.
- ii. Implementation & Migration of the Project will be performed Onsite i.e. at Bank premises only.
- iii. Development, Support, Monitoring & Management of the UPI Project must be performed from Bank data Center only. No VPN/remote access will be allowed.
- iv. **Configuration management.** The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with the latest configuration and both the sites (DC, Near Site to DC & DR) have consistent configuration.
- v. **Patch Management** - The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately as per Bank Policy.
- vi. **Service Level Management, Service reporting-** The successful bidder must maintain the service levels as per the RFP and provide a periodic report to the Bank assessing performance under the scope of RFP against the Service Levels.
- vii. **Change Management.** The successful bidder must ensure that all supplied & installed infrastructure & solutions related changes are properly updated and recorded with version controlling and to have consistent setup all the sites (DC, Near Site to DC & DR).
- viii. **Operation Management** - The successful bidder should review the performance of

the equipment/ technology deployed with the bank on a Quarterly basis and take necessary upgrades, i.e. of equipment and software, as and when required without any additional cost to the Bank. The SUCCESSFUL bidder should monitor measures, evaluates, and records status and performance information about all the equipment and software brought in by the bidder to aid in performance monitoring and tuning of the environment. Performance metrics should include utilization, throughput and other critical system needs. The successful bidder shall implement proactive procedures to address trends identified from performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.

- ix. Successful bidder shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the softwares meeting all the specifications of the RFP at no extra cost to the Bank.
- x. **End of Sales / End of support:** The bidder is expected to submit the bid for latest version of software/solution. The Bidder has to ensure that any solution and related components supplied as part of this RFP should not have reached end of support for at least 7 years from the date of issue of purchase order.
- xi. The Solution including Application & Softwares shall have a roadmap for 7 years from the Project Sign Off date. A certificate to this effect has to be provided by the bidder in format given in **Annexure 24**. Continuing the services / maintenance beyond 7 years would be as per the Service Continuity clause in this RFP.
- xii. **Facility Management (FM).** The bidder shall ensure that the FM personnel are available exclusively for UPI Switch Solution & Softwares. FM personnel shall have a graduate degree at a minimum, have 2 years of experience in the field of UPI Switch / relevant support and have in-depth knowledge of the solution provided. Bank reserves the right to interview the FM personnel including Team Lead intended to be deployed and if not found suitable may reject them.
- xiii. The bidder shall provide mission critical support for UPI Switch and other softwares. The mission critical support includes 24x7x365 support with site engineers for Application and softwares.
- xiv. The bidder shall designate a Project Manager having minimum 10 years of work experience in the same field and preferably certified in the software solutions/tech stack proposed by the bidder to be stationed at Mumbai / Navi Mumbai for entire contract period.
- xv. **Incident Management -**
The bidder shall establish robust Incident Management process including:
 - Provide 24 x 7 support for incident management for all Components of the UPI switch solution including Apps
 - Provide automated fault detection and resolution
 - Ensure system to do automatic dispatching to avoid delays and Automated messages to Field / Support Engineers
 - Ensure system to provide for automatic escalation in case of problem not getting resolved
 - Do proactive maintenance of all devices
 - Analyse machine performance and suggest improvement

xvi. Service desk

- Providing technical assistance for logging, troubleshooting and managing the service requests for the UPI application
- Monitoring, alerting, troubleshooting and resolution of incidents/ problems for the UPI switch solution

xvii. Accounting and Reconciliation

- Recording and Storage of all transactions pertaining to the Switch and associated services, as described in the BANK and NPCI.
- MIS reports for all switching and associated activities on a routine basis, and as requested by the Bank.
- 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

xviii. Information protection

- Backup, storage and restoration of data related to the UPI switch and associated services, in a secure and reliable manner
- Backup, storage and restoration of configuration data for the UPI switch and associated infrastructure
- Backup, storage and restoration of any mission critical data related to the UPI switch and associated services
- Backup, storage and restoration to enable the Bank to achieve regulatory compliance and as per BANK ISMS & BCMS Policies, RBI, NCIIPC (National Critical Information Infrastructure Protection Centre), NPCI guidelines.

xix. Fraud detection and protection

- Block UPI use by country and/or predetermined MCC (Merchant Category Codes) codes or any other parameter decided by the BANK / NPCI/ RBI
- Integration with Bank's SOC (Security Operations Centre)
- Integration with Bank's EFRMS solution with options such as but not limited to:
 1. Based on EFRMS response the transaction should be processed or declined. The wait period for EFRMS response should be configurable in millisecond.
 2. Segregation of Financial / non-financial transaction
 3. Segregation of debit / credit transaction
 4. Segregation of Financial transaction above certain amount say ₹ 4000
 5. Segregation of non-financial transaction such as Set PIN
 6. Segregation of Financial transaction based on PIN requirement or Auto-pay without PIN

XX. Business Continuity/ Disaster Recovery

- Implementing and maintaining BCP and the DR readiness (including data replication), for the UPI switch and associated services in order to meet the Bank's RTO and RPO Objective.
- Replication of data between the primary and the DR site from the disaster recovery perspective.

xxi. Compliance and assurance

- Assisting the Bank in attaining and ensuring on- going compliance to various regulatory and data security/ privacy requirements
- Addressing relevant threats/ risks identified in a proactive manner and through audit observations
- Providing analysis and MIS for Switch and associated services related

data, to demonstrate audit readiness and adherence to the agreed service levels.

- For all existing applications, BIDDER shall submit Data Dictionary (wherever feasible) as a part of System documentations.
- submitting within 10 days from signing of this Agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code
- Compliance to Bank IS policy and other related policy, adherence to Bank Minimum Baseline security requirement, adherence to Quarterly VAPT requirement
- Adherence to NPCI requirement for App certification/ re-certification / new functionality launching,
- Bidder should ensure that audit observations by Bank's Internal and External Auditors are closed in a time bound manner.
- Bidder will implement/adhere all guidelines/instructions of Government/ NCIIIPC/ RBI/ NPCI etc without any extra cost to the Bank.
- Closing audit observations for compliance to various secure code review audit, App-sec audit, configuration audit, VA audit or any other Audit requirement raised by NPCI within the timeline given.
- Various Regulatory requirement such as Device Binding, SIM binding, unsecured Wi-Fi restriction, Encryption etc.

7.11 Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO) - 0 minutes and Recovery Time Objective (RTO) - 90 minutes. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery. The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Proper Backup policy should be considered in implementation plan.

The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Bank also has made provision of Near Site to DC for, achieving zero / near zero RPO. Bidder will have to design solution to achieve Zero RPO and provision the equipment to be deployed at Near Site to DC.

7.12 Detailed Solution requirements

1. The architecture of the UPI solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the bank system.
2. Seamlessly migrate all the user registered for the Bank's existing UPI app. The approximate size of the existing data is 150 TB.
3. Integrate UPI with our systems such as CBS (B@ncs24), Enterprise Service Bus /Payment Hub / Middleware –IIB/CP4I, SDR (Bank's Data Warehouse), FI Server, Card Management System (CMS), Mobile Banking, ATM switch, Internet Payment Gateway, Net Banking, Aadhaar Pay, Aadhaar Data Vault, etc.
4. Integrate UPI application with Banks Analytics solution, PIM solution, SIEM Solution, Fraud Management solution -EFRMS Solution or any other security solution as required

by the BANK, etc.

5. Customer On-boarding App & portal, User Portal, Admin Portal, Customer Complaint module, UDIR, Marketing Module (Email, SMS etc.) and other interfaces required to handle UPI transactions.
6. Merchant On-boarding App & portal, User Portal, Admin Portal, Customer Complaint module, Marketing Module (Email, SMS etc.) and other interfaces required to handle UPI transactions.
7. Providing option for Bulk user creation from Back end and providing Option in Application to retrieve password through SMS/E-mail of such users.
8. VPA Management
 - a. Bulk VPA Creation – Ability to create Bulk VPA and associate Accounts
 - b. Customized and special VPA creation
9. Application should be enabled with send/receive notification through cloud Messaging platforms and SMS.
10. Notification through an alert (SMS/E-Mail) to system administrator/ technical team.
11. Security alert on registered mobile number on the account of excessive activity in the account (Bank expects an alert to be sent to customer, it can be either SMS or as an app notification (push)).
12. The system architecture should support any future integration with UPI, should also be feasible with or without major change. Necessary API and SDKs are required should be shared with the Bank.
13. The UPI solution should have its own security features, so it does not process any request that comes from outside banking host system.
14. The solution should also include various audit trail reports for transactions made using Unified Payment Interface (UPI) solution as and when requested by the Bank's internal/ external auditor. The vendor is required to conduct code review from any prestigious external agency and submit report. The vendor is required to fill the gap found in the audit report without any cost to Bank before going live.
15. The solution should be platform independent and scalable to support transactions envisaged by the Bank.
16. The proposed solution should:
 - (a) Be designed with MACH (microservices, API, cloud native and headless), scalable, plug and play, composable, modular, independent and loosely coupled architecture
 - (b) Adhere to below design principles for microservices architecture
 - (c) Each microservice should have independent development, testing, integration, and support capability
 - (d) Each microservice should have maximum reusability as well as separation of concerns
 - (e) Each microservices should offer isolation of environment, configuration variables, data etc., and allow communication only through APIs
 - (f) Replication of data across microservices should not happen
 - (g) Each microservice should follow optimal design pattern per the business use case
 - (h) Each microservice should generate logs in a centralized repository to be used for monitoring, and not store any log locally
 - (i) Each microservice should integrate with centralized monitoring and performance telemetry tools
 - (j) Each microservice should be cloud native by design
 - (k) Each microservice should allow deployment as-is on premise, private cloud, or public cloud without design changes
 - (l) Microservices should support service discovery, service-mesh, and event streaming

(m) The successful bidder should procure and provide any tools and licenses required to support service discovery, service mesh, streaming / messaging etc.

Bidder to provide log aggregation solution as part of the scope. Bank may at its discretion choose to integrate with alternate log aggregation solution available with bank

2. Leverage a container platform to build, host and run the microservices
 - (a) Underlying container platform should be compatible with on-premises, private cloud and public cloud installations
 - (b) Single control plane should cover all possible deployments (on-premises, private cloud, public cloud etc.), while control plane should be deployed in on-premises or private network only
3. Be architected to be fault tolerant and ensure cascading failures do not occur
4. Be cloud-ready to support any future migration to cloud without requiring technical upgrades or customizations
5. Support graceful exception handling, restart, self-healing or recovery process in the event of transaction or process failure
6. Support native, hybrid-web, and web apps
7. Offer isolation to microservices layer from the public facing API gateway layer. Inter-service communication should not take traffic out of the layer in which the services are hosted
8. Provide open APIs for integrations and conform to RESTful specifications
9. Ensure API caching is implemented wherever data refresh frequency is low
10. Provide APIs (with detailed documentation) for all omni-channel digital banking platform capabilities to integrate with other systems
11. API specs should be maintained using industry standards such as Swagger/RAML and should be versioned along with the API's code or configuration
12. Support partner, fintech and ecosystem integrations through APIs, including catalog of digital services and APIs, automation features and accelerators for faster integration/on-boarding, and other best in class open banking features
13. Provide CORS for whitelisted domains/origins
14. Ensure dynamic allocation of compute for load agnostic performance experience to customers
15. Implement horizontal scalability at module/service level to handle required transaction volumes and composable architecture
16. Guarantee 99.99% availability for the proposed solution
17. Implement required integrations including core system integrations, partner, fintech and ecosystem integrations
18. Implement caching across all digital channels appropriately, including static data caching, images, web assets (CSS, HTML, ICO etc.)
19. Implements mature in-memory caching capabilities with cache store located nearest to the source of the provider in compliance with data storage requirements
20. Implement configurable caching strategy based on type of data sources, consumers, data validity etc.
21. Implement capability to push notifications regarding new changes over the air without frequent uploading on app store of various platforms
22. Implement highly scalable communication methods such as asynchronous APIs,

event streaming and message queues where appropriate (e.g. user event-based triggers, data streaming pipelines, click-streaming analytics, mission-critical applications etc.)

23. Implement standard optimization techniques (e.g. caching, parallel processing, support standard optimization techniques, etc.)

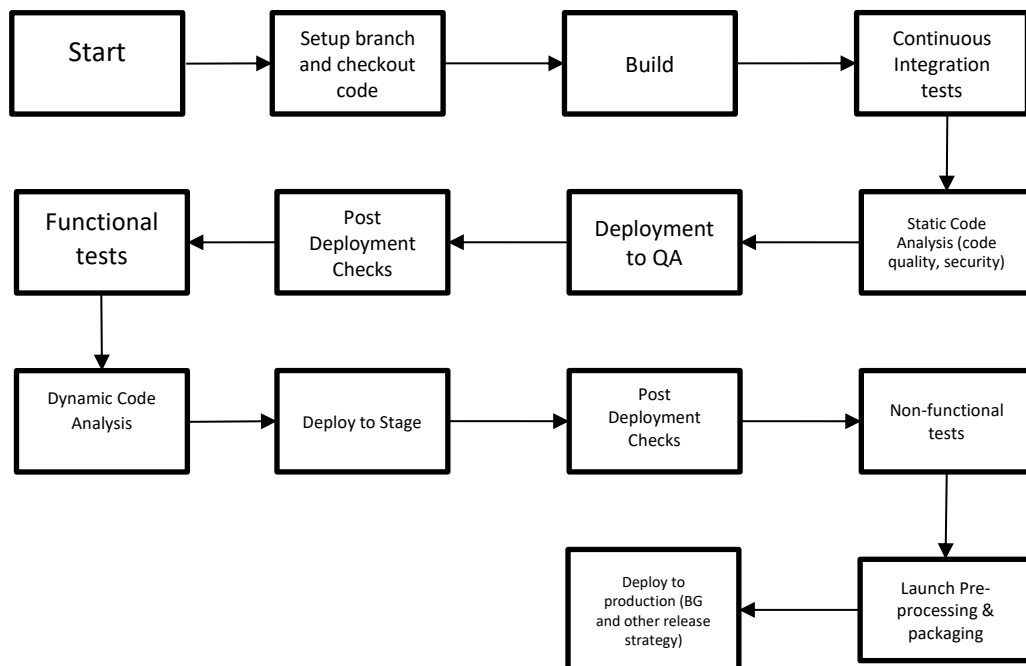
24. Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management

25. Leverage automated testing and performance testing to improve quality and speed of delivery

17. The solution to have the capability to process transactions at the peak speed of 1500 Business TPS for Central Bank of India on day of go live and should be scalable as per the Bank's growth during the contract period.
18. Bidder should review the TPS data periodically (quarterly) and on ad-hoc basis in co-ordination with Hardware vendor or as and when required and maintain buffer of 30% TPS in addition to actual peak business TPS noticed during review frequency defined by the Bank. and bidder or as & when required by the bank.
19. Bidder shall provide a Web-Portal for fetching the RRN wise details for RBI/Cyber Security queries in the proposed solution.
20. Solution should integrate with different interfaces using standard message protocols like ISO 8583/ISO 20022, Web services, BizTalk, MQ server, XML based protocols, APIs etc.
21. The bidder should have sound knowledge of UPI transaction flow, ISO 8583/ISO 20022 and financial messaging structure and have the capability to implement the solution as per NPCI standards.
22. UPI solution should provide a drill-down Dashboard with current status of the system in display as below
 - a. Number of transactions processed from start to current
 - b. Transactions per second (TPS)
 - c. Real time transaction decline status including Technical Declines
 - d. Number of successful transactions
 - e. Number of status unknown transactions
 - f. Number of failed transactions with response code
 - g. Total running time in hours, minutes and seconds
 - h. Status of original and Verification requests for a given transaction
 - i. Business decline transactions for the day/month/year
 - j. Technical decline transactions for the day/month/year
 - k. Number of Reversals Processed (Debit & Credit)
 - l. Number of Registrations Done for the day/month/year
 - m. Number of Transactions done by Other App and Bank's App
 - n. Profiling of UPI Scenarios in production by configuring at User Level and/or Service Level
23. Additional features of the UPI solution

- a. Enable / Disable on screen log
 - b. Enable / Disable file log
 - c. Enable / Disable database log
 - d. Reset on screen log
 - e. Quick screen log — should show all transaction messages on screen, should have at least 100 transaction records on screen with limited data with no compromise to security. Option to clear the on-screen log should be available to wipe the data as and when required.
 - f. File Log — All transactions have to be logged in to a flat file with a proper delimiter and in encrypted format.
 - g. Database log — All transactions have to be logged in to database with all required data.
 - h. Alert and Notification
 - i. Notification for System Exceptions - Connectivity Down, Services Down, Application/Service down etc.
 - ii. Configurable Notification for Business Violation and transaction failure
 - iii. PUSH notification to customers for scheduled Downtime or as required by Bank
- 24.** The log setting should be changed through the configuration manager using a front-end. All logs should always be available; no transaction should be performed without log. All logs' data should be encrypted and stored. Only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log.
- 25.** All administrative activities should be properly logged with proper audit trail.
- 26.** The audit logs should be capable of being used for forensic Evidence
- 27.** Facility should set channel wise as well as transaction wise commission to be charged
- 28.** Facility should create different user groups with different set of rights/permissions.
- 29.** The portal should support to work on maker and checker concept for any addition, deletion, modification request made by the authorized users
- 30.** Prepare a project plan and a resource deployment plan for implementing UPI solution in the Bank
- 31.** Provide periodic updates on progress, risks, issues, and mitigation throughout the implementation phase
- 32.** Use Agile methodology and DevSecOps for the implementation to ensure evolving requirements are incorporated in a live platform
- 33.** Maintain code base of each microservice as a separate code repository, with best practices such as branches, tagging etc. Details of code ownership and IP are listed in the Licensing section
- 34.** Ensure all deployments across environments (development, SIT, UAT, pre-production, production) are directed through robust DevSecOps pipelines following stage-gated quality controls:
- a. DevSecOps pipelines should cover all stages of development and operations including plan, code, build, test, release, deploy, operate and monitor
 - b. DevSecOps pipelines should have automation tools to enable continuous planning, continuous development, continuous integration, continuous deployment, continuous testing, continuous monitoring etc.
 - c. Stages for quality control should cover code quality, code coverage, static code analysis, unit testing, integration testing, functional testing, dynamic code analysis, and non-functional testing including performance tests, security scans etc.

- d. Monitoring of quality gates should be enabled through a dashboard and a report should be shared with the Bank for all release cycles
- e. Acceptance criteria for quality gates should be configurable and updated based on discussion with the Bank
35. Setup all tools and software required to enable above DevSecOps requirements including source code management, code review, code analysis, continuous build and deployment automation, release base management, automated testing, quality dashboard, backlog planning, log management, performance testing etc.
36. The DevSecOps deployment cycle is illustrated as under:



37. Ensure usage of canary and blue-green deployment strategy depending on the scope and take approval from the Bank to support zero-downtime during releases
 - a. Enable incremental feature testing with closed audiences
 - b. Enable multivariate testing, ability to test efficacy by time, content, layout, customer segments etc.
 - c. Push notification should be sent to users to notify about downtime (in advance and during the outage window), with estimated end time, contact details of support team or any other details required by the Bank.
38. **Charges Management** -Managing different types of charges/commissions (switching charges, merchant/retail usage charges, PSP app charges, Interchange Charges, cost Margin for MCC) required
 1. PSP profile creation
 2. Registration for Bank Account (Own and Other Bank's Customers)
 3. De-registration from the UPI Application
 4. OTP Generation and Regeneration
 5. "Pay" (push) and "Collect" (pull) payments
 6. Two factor authentication using mobile and second factor (PIN/Password)
 7. Generation of Virtual address (Virtual address is an alternative payment

address). The customers should have flexibility to define their virtual address.

8. Payment using Mobile Number, Aadhaar Number, Virtual Address, Account Number IFSC code & MMID.
9. Regular/recurring payment by one-time instruction and the revocation of the instruction, if required.
10. Push / Notification Services
11. Forget & Reset PIN
12. Any other charge management module as asked by the Bank.

Facility for Merchant:

1. Separate application for merchant which enables merchants to do all activity such as single/bulk Pay/Collect transactions using various options like VPA/Biometric/QR code (Dynamic, Static, Bharat QR code), generate customized reports, transaction enquiry etc.
2. Merchant Management
 - a) Merchant On-boarding (Single as well multiple terminals)
 - b) Adding Merchant Association
 - c) MIS Reporting for a particular Merchant
3. Customized API / SDK and other integration support to provide following facility to merchant -
 - a) Web Collect / Web QR facility
 - b) App intent facility
 - c) Integration for generation of Dynamic QR for collecting payment
 - d) Payment of Bill through the Dynamic QR printed in the Bill (either Physical or sent through email)
 - e) Bulk Collect Request processing and monitoring
 - f) Generation of Dynamic QR through handheld device
 - g) Static QR generation for shops /offices with agent option and well-defined hierarchy
 - h) Dynamic QR/VPA collect facility for Cash On Delivery (COD) option
 - i) Centralize Collect facility
 - j) UPI solution for POS/ MPOS
 - k) Integration with the chat platform where SDKs (Software Developer Kits) and APIs are provided by the Bank and UI is designed by the chat platform.
4. All possible solutions for all type of Merchants such as Web Base (API), Mobile Base (SDK), offline mode (QR Code and others) for merchants who are using separate accounting application like Shopping Mall, Offline collections etc.
5. Integrate UPI with Payment Aggregators as requested by Bank

7.13 Reconciliation and Settlement:

The proposed solution to provide a reconciliation related reports as required by the BANK /

NPCI and make changes in the reconciliation reports as and when required / asked by the bank. The proposed solution to provide the report in real time cycle-wise in tune with NPCI Cycles.

7.14 Management Information System:

1. The solution should provide the complete reports/Dashboard/Customised Analytical Reports pertaining to UPI. This should include the risk management reports, various analysis reports in figures as well as graphical representation. All data should be real time, and data till current time should be available.
2. The MIS should provide following basic reports.
 - a) Transaction summary
 - b) Transaction detail
 - c) Channel wise transactions (Payment Gateway, Net-banking, SMS, Mobile, Branches, ATM, USSD and Other mode of payments etc.)
 - d) Report pertaining to inward transactions
 - e) Report pertaining to outward transactions
 - f) Bank wise remitted transactions
 - g) Meta API transactions (non-financial)
 - h) Dashboard for Daily reconciliation, NPCI Report (NTSL)
3. Separate daily Dashboard report for performance monitoring and report for Installation and un-Installation of App.
4. All these reports should work with for any date range given, the above are some of the basic reports, and the bidder should suggest and provide various other transaction monitoring reports.
5. With respect to risk, following are the reports that are mandatory
 - a) One to many transactions
 - b) Many to one transactions
 - c) Suspicious transactions report based on different parameters set by the Bank/NPCI like velocity, geographical location, locality etc.
 - d) Remittance pattern of any given customer

7.15 User Acceptance Testing

1. The bidder should assign a dedicated team for UAT with UPI.
2. UAT has to be done at bank specified premises
3. The bidder's team should request for all necessary infrastructure two weeks in advance to the bank, so as to give bank adequate time for creation of the infrastructure.
4. Customization of the application software, if required has to be done by the bidder at no additional cost to the Bank based on the UAT observations and NPCI guidelines.
5. Bidder should share the project plan and accordingly the team should work to complete the UAT on time. The project plan should include all important milestones and approaches to achieve the desired goals, e.g. Dry runs, Parallel runs, Roll-back plans, contingency plans etc. Illustrative Project stages are summarized as below

Stage	Deliverables
Project Preparation	<ul style="list-style-type: none"> Project Kick-Off Project Charter and Project Plan Resource Deployment Plan
Business Design	<ul style="list-style-type: none"> As-is report & Identification of major / minor design consideration To-Be report and Gap Assessment report Workshop for business blueprint, gaps and way forward
Configuration & Customization	<ul style="list-style-type: none"> Configuration document consisting of system setting and parameters customization-design, development and technical documents
Integration	<ul style="list-style-type: none"> Integration with Bank's existing solution(s)/interfaces/NPCI etc.
UAT signoff in test environment	<ul style="list-style-type: none"> Demonstration of all the functionalities/ requirements as depicted in the scope of work along with all required customizations including interface with Bank's existing Infrastructure Any necessary additional stress testing to be arranged by bidder Resolving of UAT issues and signoff
Technical Documentation	<ul style="list-style-type: none"> The document which needs to be delivered by the vendor to the Bank for every software/module including any third-party software before software/service become operational includes user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures and results etc. Necessary periodic updation/review (at least once in a quarter) of all the documents above must be carried out by the vendor and submitted to the bank. Go-Live Payment will be linked to acceptance of Documents by the BANK
Training	<ul style="list-style-type: none"> Training should be given by OEM Core team training plan (functional & technical) Training manuals for core team training (functional & technical) End-user training manuals
Go Live	<ul style="list-style-type: none"> Go-live for all functionalities/ requirements as stated in the scope of work for the bidder

- The team should report daily status to the Bank's IT head, or the person nominated for the rollout at the Bank's end.
- Any deviation in the scheduled UAT plan has to be immediately communicated to the bank.
- If required, the team has to work on Saturday's/ Sunday's and other non-working days to complete the task for the benefit of bank and quicker rollout.
- Bidder team should co-ordinate with the Bank IT team whenever required for any input from the bank in regard to UAT, Bank will designate resources from IT team for the same.
- Bidder's team is responsible for preparing message dumps, logs, error-codes which are required by UPI and Bank team.
- Bidder's Team is responsible for two rounds of comfort test and final UAT and sign-off from UPI UAT team.

7.16 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.

Escrow arrangement

1. Source code for customization done for Bank in UPI Switch Solution and for other related services shall be provided by the SI to the Bank for unlimited and unrestricted use by the Bank. SI 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 SI. SI 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).
3. The Bank and the SI 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 SI to the Bank in order to protect the Bank's interests in an eventual situation.
4. The Bank and the SI 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 SI.
6. The escrow code along with all documentation shall be periodically updated at-least once in a year or after Major changes by the SI. SI shall submit a self-certificate confirming the same after every update.

7.17 Mandatory Training/ Knowledge Transfer

The Bidder will provide adequate and effective administration training to bank's identified officials on the proposed UPI solution and other software for its maintenance and management, housekeeping at no extra cost to the bank. Bidder should provide minimum 2 sets of 5-day Training/Knowledge Transfer to Bank and Bank's associated vendor. Before start of training the Course Contents to be provided in Soft/Hard copy.

The bidder shall keep the Bank's technology team updated at all the stages of the installation and implementation of the UPI switch and for other related services. The SI shall provide training to Bank's Technology team on system fundamentals, operating systems, application software, database, etc. Bidder shall also train no fault diagnosis and first line support. The training shall enable the Bank's software staff to maintain all software related to the UPI switch and for other related services with minimal support from the SI. Bidder shall provide complete training plan for UPI switch which should be mainly divided in two phases i.e. pre-implementation training and post implementation training.

Bidder shall provide training to various target groups consisting of core UPI switch team, sysadmin team, operations team, call center executives etc. training infrastructure shall be provided by the Bank including location. The functional and technical training for core team shall be for duration on part/full time basis and commence within a week from the "Project Start Date". The duration of the training has to be agreed with the Bank. Bidder shall also provide training study material for each program in softy copy Training shall cover following operational aspects:

1. Basics of installing the products
2. Basics of technical infrastructure used by the products
3. Module-wise functionality and configuration
4. User interface to products
5. Business related components/ functionality of product
6. Detailed mentor/procedure of configuring product for business needs
7. Day-to-day operating/processing using products
8. Monitoring of devices, transactions, process, ports etc.
9. Advanced trouble shooting techniques
10. Reporting and data retrieval
11. Any other relevant areas

For each product, the training shall cover following technical aspects:

1. Installation of product in detail
2. Technical components and infrastructure of products in detail
3. Product configuration
4. Technology used in development, testing
5. SDK and customization methods
6. Advanced troubleshooting techniques
7. Data migration (data cleaning, data extraction and loading in new switch, transition from old switch to new switch)
8. Impact analysis
9. Any other relevant areas

7.18 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the AMC period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

8. Implementation Timeline

The successful Bidder is expected to adhere to the following timelines concerning the implementation of the solutions/services in bank:

S. No.	Activity	Time Period for Completion	Time period from Project PO
Phase I (Temporary Setup will be provided by Bank)			
1	Project Kick off Meeting	1 Weeks	1 Weeks
2	Study of the existing system and GAP Analysis	2 Weeks	3 weeks
3	Requirement Analysis and Submission of SRS	10 weeks	13 weeks
4	Software Delivery, Installation and Development of Application and customization	10 weeks	23 weeks
Phase II (After provision of Infrastructure by Bank)			
1	Deployment of application on new setup	4 weeks	4 weeks
2	NPCI UPI Certification	16 Weeks	20weeks
3	UAT (testing & sign-off)	8 Weeks	28 weeks
4	Migration of existing UPI Data	4 weeks	32 weeks
5	Production movement and Pilot/ Closed User Group implementation followed by complete Go-live	6 weeks	38 weeks
6	Project Signoff	2 weeks	40 weeks

Acceptance Test shall be carried out on the Applications/Softwares jointly by the representatives of the Bank and the bidder, after the installation is completed. The Acceptance Test shall be deemed to be complete only on issuance of the 'Acceptance Certificate' by the Bank to the bidder. It is the responsibility of the bidder to remediate any deficiency identified in the performance of the UPI Switch Application /softwares, as observed during the Acceptance Test. This includes replacement of some or all equipment at no additional cost to the Bank, to ensure that the servers/ equipment/ software meet the requirements of the Bank as envisaged in the RFP.

It is the responsibility of the bidder to obtain the sign off of the bank on project related documents including Project plan, Functional Specifications Document, Acceptance test plan, etc. before commencement of the relevant project milestone. The project related documents would be reviewed on a periodic basis in line with the defined project governance mechanism and updated by the bidder in Agreement with the Bank, as and when required.

The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.

The project time span of 7 years will start from Project Sign-off i.e. project support time of seven years will not include the implementation duration. Further, after completion of seven years the support can be extended for another three years on mutually agreed terms based on seventh year rate.

9. Liquidated damages & Penalty

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the bank may take suitable penal actions as deemed fit.

Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value excluding direct / indirect loss(es) to the Bank due to malfunction of UPI switch. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

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.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

10. 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-17** in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or

- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interests" means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

11. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/ Information Security Audits/ Statutory and Regulatory audit performed by or on behalf of the Bank. 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,
- Source code Review,
- Backup and recovery procedures,
- Network security controls and
- Program change controls.

The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.

12. Bid Submission

- Bidders satisfying the eligibility conditions (mentioned in 2. Eligibility Criteria) and General terms and conditions specified in this document, may submit their bid through **Government e-Marketplace (GeM)** on or before the time-line stipulated in Invitation for Tender Offers.
- All responses received after the due date/time be considered late and would be liable to be rejected. Government e Marketplace (GeM) 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 Bidder who lodges a late RFP response for any reason whatsoever.
- Bank will not accept the bid through any other mode except GeM.
- Bid Security / Earnest Money Deposit:** "Earnest Money Deposit" shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2024/B/5670501 in favour of "Central Bank of India" or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai/Navi Mumbai.
- The scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of "final online bid submission The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- 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 12: Bid Security (Earnest Money Deposit)**). 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.

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. 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.

13. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure- 9** 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.

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

- Sri Anant Kumar [mail: anant_in@yahoo.com]
- Sri Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]

- For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mentioned mail-id before contacting with IEM.
smitupi@centralbank.co.in
smitupiproject@centralbank.co.in,
cmitadc@centralbank.co.in
agmitdlc@centralbank.co.in
- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

14. Commercial Offers

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

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.

- a. The commercial offer should be in compliance with technical specifications/ functional specifications as per Annexure-13.
- b. The price to be quoted for all individual items and it should be unit price in Indian rupees (INR).
- c. The ATS cost should be minimum 15% of Software Cost.
- d. 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. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. 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, etc. but inclusive of only applicable 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. 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.
- e. The price is inclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.
- f. The Manpower/ Resource payment should be in accordance with minimum wages act and its subsequent amendments.
- g. 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.

15. Evaluation & 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

16. 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

16.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 – 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.

16.2 Technical Evaluation Criteria

The technical evaluation criterion would involve the following major areas:

The table below highlights the parameters under the technical evaluation criteria and scoring methodology.

SN	Criteria	Max Score
1	Credentials	50
2	Technical Specification	50
3	Functional Specification	50
4	Presentation	50
5	Demonstration of technical & functional capabilities	50
	Total	250

There is No minimum qualifying marks for any individual criteria. The Minimum Qualifying Marks for Next Stage of evaluation is 60% i.e. 150 out of 250.

The total technical evaluation marks will be 250, however in the GeM Portal, the total maximum marks will be quoted 100 and Minimum Qualifying Marks will be 60. The evaluation of the bidders technical proposals will be carried out based on the 250 as per the detailed scoring given above with minimum qualification marks to be obtained as 60%.

The marks obtained out of 250 will be proportionately converted into marks out of 100 and the same will be made available in the GeM portal. For example, if a bidder scores 161 out of 250, the GeM portal will be calculated as 64.4 (as $100 \times 161 / 250 = 64.4$).

1. Credentials: Prior experience of the bidder in undertaking projects of similar nature

Evaluation criteria	Max Marks
Number of Public Sector Banks & Private Sector Bank (Having more than 2000 branches) where UPI solution is implemented and running for last one year.	20^(a)
Number of Other Schedule Commercial Banks/Co-operative Banks/RRBs where UPI solution is implemented and running for last one year	10^(b)
Number of Schedule Commercial Banks where UPI solution migrated from OPEX to CAPEX model and presently running with same solution.	05^(c)
Number of Schedule Commercial Banks where UPI solution migrated from different solution and presently running with same solution.	05^(c)
UPI Transaction Volume Handled per day per bank for last one year.	10^(d)
Total Marks (For Credentials)	50

(a) Criteria for Awarding Marks (Max Marks 20): -

Evaluation criteria	Max Marks
Successful implementation	Five (5) marks for each Bank

(b) Criteria for Awarding Marks (Max Marks (10)):-

Evaluation criteria	Max Marks
Successful implementation	Two (2) marks for each Bank

(c) Criteria for Awarding Marks (Max Marks (05)): -

Evaluation criteria	Max Marks
Successful Migration	Two (2) marks for each Bank with Maximum five (5) marks.

(d) Criteria for Awarding Marks (Max Marks (10)):-

Evaluation criteria	Marks
1 Crore up to 3 Crore per day	Five (5) Marks for each Bank
Above 3 Crore per day	Ten (10) Marks for each Bank

2. Technical Specification: The Technical Parameters for Evaluation have been given in Annexure 13 – A

3. Functional Specification: The Functional Parameters for Evaluation have been given in Annexure 13 – B

4. Presentation & Demonstration of technical & functional capabilities:

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.
 - Technology used in the solution (6 Marks)
 - Time frame for various activities – Implementation Plan (6 Marks)
 - Features & functionalities and UI/UX of UPI App (4 Marks)
 - Integration with Performance Monitoring tools (4 Marks)
 - Migration experience – learning from migration for timely and smooth deployment, successful case study (6 Marks)
 - Admin portal/activities (4 Marks)

7. Use of new tech features i.e. micro-services & containerised architecture (6 Marks)
 8. Total volume handled per day (4 Marks)
 9. Methodology/ Approach- Project Plan (4 Marks)
 10. Integration with various Bank systems i.e. Middleware, EFRMS, Data warehouse etc. (6 Marks)
- Maximum 50 Marks** for the above parameters.

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 60%. 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 50%.

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 2: 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 2- 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.

16.3 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. Bidder must not quote the software like Kubernetes platform and related software, APM tool, CI/CD tool, DevSecOps Tool, operating system and related licenses in their Bill of material. The same will be procured by Bank as per the Infrastructure Sizing Requirement raised by bidder in **Annexure 30**.
3. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but inclusive of only applicable 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.

4. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
5. 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.
6. 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.
7. If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
8. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
9. 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.
10. All liability related to non-compliance of the minimum wages requirement and any other law will be responsibility of the bidder.
11. The highest technical score bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
12. The Bank shall not incur any liability to the affected bidder on account of such rejection.
13. 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.

17. General Terms

Payment Terms

The Central Bank of India reserves the right to not issue the purchase order to selected bidder without assigning any reason to the selected Bidder and Bidder has no recourse on the same.

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

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

The payment will be released as follows:

	Sr No	Mile-Stone	Payment to be made
Licence Cost	1	Software delivery	10%
	2a	Installation in the temporary infrastructure provided by Bank	5%
	2b	Installation & commissioning on the Production setup	25%
	3	Customization & Data Migration	20%
	4	Final Implementation, Go-Live & certification	30%
	5	Post Go-live (After 3 months)	10%
Implementation Cost	1a	Installation & commissioning in the temporary infrastructure	10%
	1b	Final Implementation, Go-Live & certification	70%
	2	Post Go-live (After 3 months)	20%
ATS		ATS will be paid in advance post warranty	Annually
Onsite Support Charges		will be paid at the end of each quarter	Quarterly
Other Costs		Will be paid in arrears post completion of activity	In Arrears

General Condition for all the payments- all invoices should be supported by the relevant documentation required for the respective activity.

Invoices can only be raised on acceptance/sign off by Bank of milestone completion for the invoice.

The successful bidder has to perform High Availability testing to ensure that there is no single point of failure in the supplied components & platform.

The Cost incurred on inspection of product, if any, by the Bank will be borne by the Bidder.

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

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, exclusive 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 down ward) 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 as the case may be, 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.

18. Service Level Agreement

This section describes the service levels that have been established for the Services offered by Bidder to the Bank. Bidder shall monitor and maintain the stated service levels to provide quality customer service to the Bank.

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.
- Time bound problem addressing team (onsite) for the complete contract period.
- 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
- The SLA signed should be in line with RBI/NCIIPC guidelines.

SLA FOR UPI SWITCH:

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%. The penalty will be calculated as per the details given below.

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.

Uptime Percentage	Penalty Details
100% => A >= 99.99 %	No Penalty
99.99% > A >= 99.90 %	10% of cost of Monthly billing
99.90% > A >= 99.75 %	20% of cost of Monthly billing
99.75 % > A >= 99.5%	30% of cost of Monthly billing
99.5% > A >= 99%	40% of cost of Monthly billing
99 % > A	Minimum 40% of cost of Monthly billing & 5% for every incremental increase in 0.1% downtime

*A is Actual Availability time during the reporting period

Penalty will be deducted from monthly Facility Management cost, AMC and ATS cost.

The payment terms are quarterly in arrears; however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not providing monthly break-up, Bank will divide the quarterly billing amount and the uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. 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.

AVAILABILITY SERVICE LEVEL DEFAULT

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.99 %), as measured on a monthly basis.

For Technical Declines Penalty will be levied as tabulated below

Technical Transaction Success Percentage	Penalty Details
100% => A >= 99.95 %	No Penalty
99.95% > A >= 99.90 %	2% of cost of Monthly billing
99.90% > A >= 99.75 %	5% of cost of Monthly billing
99.75 % > A >= 99.5%	10% of cost of Monthly billing
99.5% > A >= 99%	20% of cost of Monthly billing
99 % > A	Minimum 20% of cost of Monthly billing & 5% for every incremental increase in 0.1% downtime with maximum cap of 40% of Monthly billing

*A is Actual Availability time during the reporting period

Penalty will be calculated on monthly Facility Management cost and AMC, ATS cost.

If Vendor fails to meet an uptime of 99% for three (3) consecutive months, the Bank may have the right to terminate the contract.

Further, over and above, if any penalty levied by Government Authorities/RBI/NPCI etc. in respect of UPI Downtime / unavailability of UPI services/ Technical Declines (TD) attributable to the vendor, same will be recovered from the Vendor.

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 on a monthly basis. 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.

AVAILABILITY SERVICE LEVEL DEFAULT FOR FACILITY MANAGEMENT

- Availability Service Level will be measured on a monthly basis.
- In case any resource is not available continuously for more than 4 hours a day (Undernormal 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.
- Bidder has to ensure mandatory 100% attendance (per month) of the onsite FM resources throughout the contract period. $\text{Payment outflow (monthly)} = (\text{Number of days resource is present in a month} / \text{Total number of working days in a month}) \times \text{Monthly payment amount agreed for a resource between bidder and the Bank}$
- If the resources attendance be below 100%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly irrespective of rational deduction in payment outflow.
- The Bank will use below mentioned calculation for monthly payment outflow of any resource.

SERVICE LEVELS DURING IMPLEMENTATION PHASE

The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

Penalty would be levied for delivery, installation, and implementation delays for UPI solution and shall be a maximum of 20% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank.

Liquidated damages for SLA Default

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the entire scope of the tender) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order non-delivery of supporting documentation.

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

The amount of penalty will be recovered from the successful bidder from payments due to them. In case, no payments are due, the successful bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period

by the successful bidder. However, if the UPI application is down due to the reasons attributable to the Bank, the successful bidder has to submit proof for the same for not levying the penalty.

SERVICE LEVELS FOR CHANGES - POST IMPLEMENTATION PHASE

The Bidder is expected to complete the new changes / functionalities / 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.

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)

19. Contract Period

The Contract Period will be of 7 years will start from Project Sign-off. Further, after completion of seven years the support can be extended for another three years on mutually agreed terms based on seventh year rate.

20. Order Cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
3. The bidder goes into liquidation voluntarily or otherwise.
4. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
5. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

6. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

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

In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the bank guarantee given by the Bidder against the advance payment.

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

21. Indemnity

The Bidder 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 and/or
- ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or
- iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- v. 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
- vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vii. 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
- viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,

- (i) The Bank notifies the Bidder in writing immediately on aware of such claim,
- (ii) The Bidder has sole control of defense and all related settlement negotiations,
- (iii) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and

(iv) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

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.

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 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.
- iii. Any loss suffered by bank due to non-functioning / malfunction of UPI application such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank, such as due to wrong interpretation of UPI message /request etc. debit or credit to customer/ merchant account inappropriately, Such losses will be recovered from Bidder/ vendor. Bidder /vendor will have to make good of such losses. Any such loss to the Bank due to improper working of UPI switch/ application will be treated separate from penalty.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:

- (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);

- (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
- (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
- (iv) Operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or
- (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
- (vi) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:

- (i) Procure for Bank the right to continue using such Deliverable;
- (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;
- (iii) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or
- (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

22. 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.

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 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 into between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Guarantee on Software License

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

23. 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, including but not limited to, 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 seven business 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 endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

24. 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 a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.

The decision of the Arbitration Tribunal 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 as per the agreed scope between the parties.

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 City alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

25. 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 components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for 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 implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of 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 during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

26. 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 labour 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, which permission shall not be unreasonably withheld by the Bank. 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.

27. 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 favourable 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.

28. Execution of Contract, SLA & NDA

The successful bidder and Bank should execute

1. 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
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.
4. SLA/ NDA/Integrity pact for Central Bank of India will be executed as per the stamp duty applicable at Mumbai (Head office of Central Bank of India). If the successful bidder fails to execute the SLA within stipulated time. It will be treated as non-compliance of terms of RFP for which Bank may take a suitable decision to declare such successful bidder as technically disqualified for ensuing bidding process.
5. In case of inconsistency among the concerned RFP, this SLA and the Purchase order, the RFP clauses shall prevail.

29. Vendor's Liability

The Vendor's 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 vendor's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The vendors 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.

30. 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 location. 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 location.

31. 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, not more than 6 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. 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. Bidder to ensure compliance of latest RBI Master Directions on Outsourcing of IT Services without any extra cost.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

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 only to UPI Switch, but 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 by prior 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 by 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.

32. Information Security

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

33. 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 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 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 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 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 /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.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create

derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

34. Termination

Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a. 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 provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;
- b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- c. 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.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains un-rectified, for reasons within the control of Bidder, even after the expiry of the cure period.

Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor, but disputed payment shall be discussed and will be paid once the dispute is resolved.

Termination for Insolvency

If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, 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 either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

Termination- Key Terms & Conditions

Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.

- 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.

Exit Option & Contract Re-Negotiation

The Central Bank of India reserves the right to not issue the purchase order to selected bidder without assigning any reason to the selected Bidder and Bidder has no recourse on the same.

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

- Delay in delivery of solution beyond the specified period
- Serious discrepancies noted in the solution delivered
- Breaches in the terms and conditions of the Purchase Order/Agreement
- Non satisfactory performance of Bidder during the contract period
- In addition to the cancellation of purchase order, Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages
- Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services during the contract period
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder
- 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
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to Bank as per the contract

- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 60 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / Bidder nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services
- The reverse transition services to be provided by the Bidder shall include the following:
 - The Bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
 - Bidder shall provide adequate documentation thereof.
 - The Bidder shall jointly manage the solution with Bank or designated team for a reasonable period of time
 - The Bidder shall assist Bank in migration of the Solution to another, if desired by Bank.

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

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

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

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

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

The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for Bank or new Supplier to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

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

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

The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Bank or its selected Suppliers as would be required.

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

35. Privacy & Security Safeguards

- i. 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.
- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents.

36. Conflict of Interest

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

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

37. 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 City only.

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.

38. Compliance with Laws

1. **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.
2. **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.

39. 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.

40. Corrupt & 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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 comply by The Digital Personal Data Protection Act, 2023 (DPDPA) and amendments thereon.

48. Contingency Plans:

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

49. 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.

50. 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.

51. 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).

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. Modifications and/or Withdrawal of Bids

- Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- 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.

59. Preference to Make in India

- The Government of India has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 and any further amendments thereon, to encourage Make in India and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.
- Bank will follow the above orders/amendments and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.
- Bidder must submit Format for Local Content (**Annexure-28**).

60. 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.

61. 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.

62. 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.

63. Checklist for Submission

#	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2021-22, 2022-23 and 2023-24	
3	CA certificate for three years average turnover for financial years 2021-22, 2022-23 and 2023-24	
4	CA certificate for operating profit for last three financial years 2021-22, 2022-23 and 2023-24	
5	CA certificate for net worth for last three financial years i.e. 2021-22, 2022-23 and 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 • NPA • Any case Pending (Annexure -16)	
10	Annexure-1 Conformity Letter	
11	Annexure-2 Masked Commercial Bid along with technical bid	
12	Annexure-3 Bidder's Information on company letter head	
13	Annexure-4 Letter for Conformity of Product as per RFP	
14	Annexure-5 Indemnity Deed	
15	Annexure-6 Undertaking of Authenticity for Products Supplied <i>Management</i>	
16	Annexure-7 Undertaking for acceptance of terms of RFP	
17	Annexure-8 MAF on OEM letter head	
18	Annexure-9 Integrity Pact	
19	Annexure-10 Non-Disclosure Agreement	
20	Annexure-11- Performance Bank Guarantee	
21	Annexure 12- Pro forma for Bid Security(EMD)	
22	Annexure 13-A Technical specifications	
23	Annexure 13- B Functional specifications	
24	Annexure 14- Bidders Particulars in Company Letter Head	
25	Annexure 16- NPA Undertaking	
26	Annexure 17- Land Border Sharing Undertaking	
27	Annexure 18- Cover Letter	
28	Annexure 19- Undertaking letter (Enterprise Licences for Databases / Data stores)	
29	Annexure 21- Eligibility Criteria Compliance	
30	Annexure 22- Guidelines on banning of Business Dealings	
31	Annexure 23- List of Software Components	
32	Annexure 24- Undertaking For 7 Year Roadmap	
33	Annexure 25- Proposed Team Profile	
34	Annexure 27- Details of past experiences of handling similar project	
35	Annexure 28- Format for Local Content	

#	Particulars	Bidders Remark Yes/No
36	Annexure 29- Undertaking Of Information Security	
37	Annexure 30-Infrastructure Sizing Requirement	
38	Annexure 31: Compliance Certificate with respect to RBI's "Master Direction	

64. Annexure 1: Conformity Letter

Date_____

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. GEM/2024/B/5670501

Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as "RFP DOCUMENT") issued by Central Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

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

Yours faithfully,

Authorized Signatory

Designation

Company Name

65. Annexure 2: 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	Total Cost for 7 years	GST	Total Cost for 7 years with GST
1	Enterprise License* Cost for UPI switch			
2	Database (If other than Oracle)**			
3	License Cost of in-memory database			
4	Implementation Cost including Certification Cost , Training Cost and any other cost #			
5	Facility Management			
6	ATS Cost of UPI Application & other Softwares			
7	Any other Software required for operation of UPI switch ##			
	Total Cost (1 to 7)			
	TCO in Words			

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 and from the existing solution.

Details to be provided for any commercial against the component required but not provisioned in Sr. no 1-5.

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.

The Proposed Solution should support containerization & should be able to deploy as Microservices. Based on requirements Bank can ask for deployment of Microservices in containerized environment.

**Bidder has to factor the cost for the database as mentioned in the BoM. However, as Bank has the ULA license for oracle and Bank may ask to use the Database as oracle. In such scenario, Bank will not pay for any database license cost (As provided by the bidder in BOM under S. No. 2).

Table 2: Breakup of Enterprise License Cost for UPI Switch (item 1 of Table 1) – DC & DRC

SN	Requirement Particulars	Requirement Description	Quantity	Product Cost(₹)	Total (₹)
1	Enterprise License Cost for UPI Switch				
	Total Cost				
	GST				
	Total Cost with GST				

Table 3: Breakup Database Cost (If other than Oracle) for UPI Switch (item 2 of Table 1) – DC, Near Site to DC & DRC

SN	Requirement	Requirement Description	Quantity	Product Cost (Rs.)	Recurring Cost in ₹.							Total (₹)
					Year1	Year2	Year3	Year4	Year5	Year6	Year7	
1	Database (If other than Oracle)				NA							
2	Database (If other than Oracle)				NA							
3	Database (If other than Oracle)				NA							
	Total Cost				NA							
	GST				NA							
	Total Cost with GST				NA							

Table 4: Breakup License Cost of in-memory Database (item 3 of Table 1) - DC & DRC

SN	Requirement	Requirement Description	Quantity	Product Cost(₹)	Recurring Cost in ₹							Total (₹)
					Year1	Year2	Year3	Year4	Year5	Year6	Year7	
1	License Cost of in-memory database				NA							
2	License Cost of in-memory database				NA							
3	License Cost of in-memory database				NA							
	Total Cost				NA							

SN	Requirement	Requirement Description	Quantity	Product Cost(₹)	Recurring Cost in ₹							Total (₹)
					Year1	Year2	Year3	Year4	Year5	Year6	Year7	
	GST				NA							
	Total Cost with GST				NA							

Table 5: Breakup of Implementation Cost including Certification Cost for UPI Switch (item 4 of Table 1)- DC, Near Site to DC & DRC

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

Table 6: Breakup of Facility Management Cost for UPI Switch (item 5 of Table 1) - DC, Near Site to DC & DRC

SN	Requirement	Requirement Description	Quantity	Recurring Cost in ₹							Total (₹)
				Year1	Year2	Year3	Year4	Year5	Year6	Year7	
1	Project Manager (For Overall Project Supervision)	L3	1								
2	UPI Monitoring & Application Support	L1	8								

SN	Requirement	Requirement Description	Quantity	Recurring Cost in ₹							Total (₹)
				Year1	Year2	Year3	Year4	Year5	Year6	Year7	
3	Middleware Tech Lead	L2	1								
4	Middleware Development	L2	3								
5	App Development	L2	2								
6	App Tech Lead	L2	1								
7	Quality Control	L2	2								
8	DBA	L2	5								
9	Hardware Resources at DC/DR	L1	9								
10	Hardware Resources at DC/DR	L2	3								
	Total Cost	XX	35								
	GST	XX	XX								
	Total Cost with GST	XX	XX								

Note- Bank may increase or decrease the number of resources (L1, L2 or L3) during the course of the contract with the same charges as quoted in the BOM.

Table 7: Breakup of ATS Cost of UPI Application and other Softwares (item 6 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	ATS Cost of UPI Application and other Software				NA							
2	ATS Cost of UPI Application and other Software											
3	ATS Cost of UPI Application and other Software											
4	ATS Cost of UPI Application and other Software											
	Total Cost				NA							
	GST				NA							
	Total Cost with GST				NA							

Table 8: Breakup of Any other Software required for operation of UPI switch (item 7 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	Any other Software required for operation of UPI switch				NA							
2	Any other Software required for operation of UPI switch				NA							
3	Any other Software required for operation of UPI switch				NA							
4	Any other Software required for operation of UPI switch				NA							
	Total Cost				NA							
	GST				NA							
	Total Cost with GST				NA							

Terms & Conditions:

1. 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.
2. It is the responsibility of vendor to ensure for Third Party Tools / software licenses / Subscriptions for the project duration.
3. 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 24x7 OEM support charges to ensure compliance with the service levels defined in the RFP

4. 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
5. 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
6. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies and is a fixed price.
7. Bank will deduct applicable TDS, if any, as per the law of the land.
8. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
9. The base project location will be Navi Mumbai
10. The TCO in words is amount on which the commercial evaluation will be conducted.
11. All prices to be valid for a period of 7 years from the date of contract execution / signing.
12. 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.
13. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
14. Bidder shall depute resources on-site of the project implementation location(s) for carrying out all tasks.
15. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
16. The cost quoted also includes the cost of deliverables for all the phases of the Project.
17. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
18. Fee is payable only on actual availing of services and no minimum or fixed fees are payable. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed Application Softwares and other Softwares.

Date
Place

Seal & Signature of the Bidder

66. Annexure 3 - 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.	Year of Incorporation	
7.	Number of years of experience in UPI 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:

67. Annexure 4: Letter for Conformity of Product as per RFP

Date_____

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. GEM/2024/B/5670501 Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product and services supplied shall be as per the:-

Compliance	Compliance (Yes/ No)	Remarks
Terms & Conditions		
Scope of Work		

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

Signature

Name:

Designation:

Seal of Company

Date:

68. Annexure 5: 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 Unified Payment Interface (UPI)
Solution (Application & Software) 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/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, 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.

69. Annexure 6: Undertaking of Authenticity for Products Supplied

Date_____

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. GEM/2024/B/5670501

With reference to RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India.

We hereby undertake to produce the certificate from our OEM supplier in support of this undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time , we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Signature

Name:

Designation:

Seal of Company

Date:

70. Annexure 7: Undertaking for Acceptance of Terms of RFP

Date_____

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. GEM/2024/B/5670501

With reference to RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. 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

Name:

Designation:

Seal of Company

Date:

71. Annexure 8: Manufacturer's Authorization Form

Date_____

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sub: Tender No. GEM/2024/B/5670501

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 warranty for the equipment and support services offered for our products supplied against this RFP by the above-mentioned Bidder.

If Bank desires transfer of the warranty and support services, supposed to be delivered by the successful Bidder, to its preferred Bidder, in such a case, OEM should transfer such warranty and support services without any additional cost to the Bank.

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

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

72. Annexure 9: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as "The Principal",

And

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

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

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

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

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

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

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

to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure 22.

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". (As given in the annexure-22)

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. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the 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 nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(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

11.1. 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.

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

73. Annexure 10: Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2024

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 its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives 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 and completion of business relationship between the Parties (between bidders and Bank and thereafter between successful bidder and Bank). 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 & 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. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

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 and Assignment

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

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 City only.

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.

12. The Vendor must keep all information about the Bank's Critical Information Infrastructure (Protected Systems) confidential and only use it for authorized purposes, complying with relevant laws and regulations, including the IT Act, 2000. Breaches if any, will have legal consequences under subsection (7) of Section 70B of the IT Act, 2000, and other applicable statutes.

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

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

74. Annexure 11: Performance Bank Guarantee

To,

Central Bank of India

Mumbai

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 of software & other components & services (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 software, solution and services 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 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 up to ----- 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 software, solution and services to perform as per the said contract, and also failure of the contractor to maintain the 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 software, solution and services has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the 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 surety ship 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: -

i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);

ii) This Bank Guarantee shall be valid up to -----;(date of expiry) and

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

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 ----- 2024 at -----

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

sd/- -----

75. Annexure 12: Bid Security (Earnest Money Deposit)

To,

General Manager-IT
Central Bank of India,
DIT, 1st Floor,
CBD Belapur,
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for _____, 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 for 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 ₹ 1,50,00,000/- (₹ One Crore Fifty Lakhs only) as bid security as required to be submitted by the "Bidder" as a condition for participation in the said process of RFQ.

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 time agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of ₹ 1,50,00,000/- (₹ One Crore Fifty Lakhs 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 ₹
 2. This Bank guarantee will be valid up to _____; and
 3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _____
- In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____ .

Yours faithfully,

For and on behalf of _____
Bank Authorised Official

76. Annexure 13 -A: Technical Specifications

Technical scoring will done on following criteria as part of Technical evaluation

Abbreviations

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

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

S. No.	Requirements	A/C/N	Remark
A	Application Architecture		
1.	The architecture should support various banking delivery channels (current & future) such as Mobile, ATM, Payment Gateway, POS, QR Code, USSD, SMS, wearable etc.		
2.	The architecture should support online real time updation between the application & database		
3.	Integrity of the data should be maintained between the application & database.		
4.	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)		
5.	Application should be based on micro services architecture		
6.	Auto scalability – Ability to automatically scale horizontally in the event of spikes in volume, CPU, or memory utilization crossing threshold values.		
7.	Application/Solution is platform agnostic – not dependent on a particular hardware setup		
8.	Application/Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements		
9.	Capable of being implemented on a Centralized, localized and /or a hub and spoke model Implementation		
10.	Workflow based design for various applications and transaction originations & management		
11.	It should Support <ul style="list-style-type: none"> Real time replication of data from Production site to Near Site to DC. Should meet the Bank's RPO requirement for DR site. Provide manual / automatic shift of the application to the DR site 		

12.	Application/Solution architecture has the Capability to be configured in active-active mode in both DC and DRC.		
13.	Application supports database and Server level Clustering		
14.	Cloud Ready (Capability to host and move on private or public cloud)		
-	The proposed solution should		
15.	Should be designable with MACH (micro services, API, cloud native and headless), scalable, plug and play, composable, modular, independent and loosely coupled architecture		
-	The proposed solution should adhere to below design principles for micro services architecture		
16.	Each microservice should have independent development, testing, integration, and support capability		
17.	Each microservice should have maximum reusability as well as separation of concerns		
18.	Each microservices should offer isolation of environment, configuration variables, data etc., and allow communication only through APIs		
19.	Replication of data across microservices should not happen		
20.	Each microservice should follow optimal design pattern per the business use case		
21.	Each microservice should generate logs in a centralized repository to be used for monitoring, and not store any log locally		
22.	Each microservice should integrate with centralized monitoring and performance telemetry tools		
23.	Each microservice should be cloud native by design		
24.	Each microservice should allow deployment as-is on premise, private cloud, or public cloud without design changes		
25.	Microservices should support service discovery, service-mesh, and event streaming		
26.	The successful bidder should procure and provide any tools and licenses required to support service discovery, service mesh, streaming / messaging etc.		
27.	Leverage a container platform to build, host and run the microservices		
28.	Underlying container platform should be compatible with on-premises, private cloud and public cloud installations		
29.	Single control plane should cover all possible deployments (on-premises, private cloud, public cloud etc.), while control plane should be deployed in on-premises or private network only		
30.	The Application/Softwares should provide support to the underlying container platform like RedHat OpenShift, Vmware Tanzu, SUSE Rancher etc. and other required software (like control plane, service mesh etc.)		
31.	Be architected to be fault tolerant and ensure cascading failures do not occur		
32.	Support graceful exception handling, restart, self-healing or		

	recovery process in the event of transaction or process failure		
33.	Support native, hybrid-web, and web apps		
34.	Ensure dynamic allocation of compute for load agnostic performance experience to customers		
35.	Implement horizontal scalability at module/service level to handle required transaction volumes and composable architecture		
36.	Guarantee 99.99% availability for the proposed solution		
37.	Implement required integrations including core system integrations, partner, fintech and ecosystem integrations		
38.	Implement caching across all digital channels appropriately, including static data caching, images, web assets (CSS, HTML, ICO etc.)		
39.	Implement mature in-memory caching capabilities with cache store located nearest to the source of the provider in compliance with data storage requirements		
40.	Implement configurable caching strategy based on type of data sources, consumers, data validity etc.		
41.	Implement capability to push notifications regarding new changes over the air without frequent uploading on app store of various platforms		
42.	Implement highly scalable communication methods such as asynchronous APIs, event streaming and message queues where appropriate (e.g. user event-based triggers, data streaming pipelines, click-streaming analytics, mission-critical applications etc.		
43.	Implement standard optimization techniques (e.g. caching, parallel processing, support standard optimization techniques, etc.)		
44.	Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management		
45.	Leverage automated testing and performance testing to improve quality and speed of delivery		
46.	Ability to support for pooling multiple database connections when the load on the application increases		
B	Software		
1.	The Application should support IP V4 & V6 Hardware parameters (like CPU, Memory, hard-disk, NIC, etc.) should not cross the 70% utilization levels at any point in time.		
2.	Should be able to support different protocols (TCP/IP, IPX, etc.)		
3.	Adequate staging procedures and test environments for staging should be supported		
4.	Test software/application should be exactly same as production environment		
5.	Software Solutions should be scalable to support increased requirements of the Bank		
6.	Solution/Application should be platform agnostic.		

7.	Load/Stress/Performance reports are available for prescribed combination of OS, DB, Middleware & etc.		
C	Availability Parameters		
1.	The solution should be available 24*7		
2.	Automatic notification/reporting of application unavailability through mails, SMSs, etc.		
3.	Automated Generation of Monthly availability report		
D	Security / Data Integrity		
1.	Integrity of data to be maintained at 100% of time		
2.	Latest Encryption as per RBIs Digital Payment security be used for data traveling between core banking solution and delivery channels. i. Mention the encryption used in the Application /Solution.		
3.	Standards & Guidelines should be developed, implemented and followed for all IT assets		
4.	Data Integrity should be ensured using internationally accepted hashing algorithms such as MD5		
5.	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for login's, recycle of passwords etc.).		
6.	Sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files		
7.	Successful and unsuccessful authentication attempts are logged		
8.	Successful and unsuccessful authorization events are logged		
9.	An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man- in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented		
10.	Sensitive information that is passed in the cookies is encrypted.		
11.	The session identifier shall be random and unique.		
12.	The session shall expire after a pre- defined length of time.		
13.	The Service Provider shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain		

	core dumps		
14.	The Service Provider shall only install or use cryptographic modules based on authoritative standards and reputable protocols. The Service Provider shall implement strong cryptography and end- to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Service Provider shall implement or support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other Locations		
15.	Security framework is supported in terms of authentication, multi-level authorization, auto log- off, password control, single sign- on audit		
16.	System allows administrators to implement access management in a granular manner.		
17.	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information		
18.	Time/date stamp, user ID, & before and after any changes in the system.		
19.	Activities executed by the Application system administrator		
20.	Segregation of duties is permitted (e.g. segregated function between system and application administration)		
21.	Ability to define groups so that access can be categorized		
E	Interfaces		
1.	The system should be able to interface with the core banking system or any existing or future back office system online and seamlessly.		
2.	All modules in the system are fully integrated and provide online processing, real time updates and batch processing.		
3.	Solution is capable of being interfaced with multiple back offices simultaneously		
4.	Provision for an interface with the core banking solution, treasury solution, card management systems, payment processing systems, online channel, front- end customer portals, etc.		
5.	Provide support to XML, CSV, TXT, ISO, JSON etc. standard messaging protocols for interfacing.		
6.	Provide ability to define business rules for validation and translation of incoming messages		
7.	Ability to interface with email server. The system should support LDAP-s.		

8.	Interface protocols are supported e.g. ISO, XML etc. as required by NPCI.		
9.	Availability of application interface APIs on Unix and Windows platforms		
10.	Security features and consideration for the Interface - end-to-end encryption		
11.	Interface able to handle exceptions (e.g. will output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated.		
12.	Interfaces support for both on-line and batch processing.		
13.	Starting & stopping the services/functionality through the admin portal		
14.	Offer isolation to microservices layer from the public facing API gateway layer. Inter-service communication should not take traffic out of the layer in which the services are hosted		
15.	Provide open APIs for integrations and conform to RESTful specifications		
16.	Ensure API caching is implemented wherever data refresh frequency is low		
17.	Provide APIs (with detailed documentation) for all omni-channel digital banking platform capabilities to integrate with other systems		
18.	API specs should be maintained using industry standards such as Swagger/RAML and should be versioned along with the API's code or configuration		
19.	Support partner, fintech and ecosystem integrations through APIs, including catalog of digital services and APIs, automation features and accelerators for faster integration/onboarding, and other best in class open banking features		
F	Web Server		
1.	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, etc. as web servers		
2.	Should be able to install on UNIX flavors of Operating systems.		
3.	The web server should scale to future bank requirements		
G	Application Server		
1.	The application should be able to support HTML, DHTML, etc. (Markup language)		
2.	Client-side scripting/ programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported		
3.	The application should support the application layer technologies like Java, C++, Netscape server application		

	process interface, Internet server application process interface, etc.		
4.	Database Connectivity support should at a minimum be ODBC, JDBC, etc.		
5.	Queuing system for prioritizing messages to external applications. The system should ensure the commit of the message.		
6.	Provide support for store-and-forward mechanism in case of a communication breakdown		
7.	Support standard queuing engines (IBM MQ, MSMQ, etc.)		
H	Archival, Purging and Restoration		
1.	Application should capable to archive and retrieval of history transaction.		
2.	Application/Solution should be capable to purge data.		
3.	Integrity of data during archival & purging		
4.	Automated testing of backups		

77. Annexure 13 -B: Functional Specifications

Functional Parameters for Evaluation:

Functional scoring will done on following criteria as part of Functional evaluation

Abbreviations

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

Sr. No.	Functional SpecificationDescription	Mandatory / Desired	A/ C/N	Remark
A	Experience of the Vendor related to	Mandatory	---	---
1	Implementation of Admin Module			
2	Implementation of Merchant Onboarding Module			
3	Implementation of Complaint Module			
4	Implementation of Bill Payment / Recharge facility			
5	Bulk Collection / Payment facility			
6	Single Debit / Multiple Credit facility			
7	Self-onboarding of Merchant			
8	Recurring payment facility			
9	App intent facility			
10	Schedule Payment/Payment reminder facility			
B	Experience of the vendor related to following type of Merchant integration —	Mandatory	---	---
1	Offline Merchant Integration			
2	Online Merchant Integration			
3	Integration with the E-commerce portal			
4	Deep integration with Merchant /Wallet Mobile App			
5	Integration with the chat platform			
6	Integration with the Bank's Mobile Banking Service			
7	Integration with POS/MPOS			
8	Integration for providing POS facility using QR code			

C	Experience related to Merchant integration for following type of transactions-	Mandatory	---	---
1	P2B transaction			
2	B2B transaction			
3	P2G transaction			
D	Audit Trail: Does the system provides comprehensive audit trail features such as:		---	---
1	Daily activities log are merged into the history log files	Mandatory		
2	Date, time and user-stamped transaction list are generated for different transactions	Mandatory		
3	Transaction screens display system information including Processing Date, Current Time, Current User	Mandatory		
4	Daily activity reports are provided to highlight all the transactions being processed during the day	Mandatory		
5	Support for recording of Unsuccessful attempts to log-in to the system	Mandatory		
6	System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.)	Mandatory		
7	System should provide tracking of the client's IP & Network Interface address			
E	Reporting		---	---
1	Provide a full set of operational and audit trail reports for each of the modules	Mandatory		
2	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the bank user.	Mandatory		
3	Generation / transmission of SMS/email alerts / advice at various stages of the transaction			
4	Support for online access of reports			
5	Ensure complete log of all successful/unsuccessful events/accesses to the system/database by users, resources used and actions performed (including recording all changed values where applicable) Automatic report generation capability	Mandatory		

6	Pre-built query feature for non- Programmers			
7	Reports related to reconciliation & settlement			

Note- Bank can ask from the Bidders for proof of the functionality as claimed by the Bidder & Bidder need to submit the proof to obtain the marks.

78. Annexure 14: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pin code	
3.	GST Number	
4.	Bank Details	
5.	PAN Number	
6.	Name of Authorised Person Mobile No: Landline No:	
7.	i. Email ID ii. Alternative Email ID	
8.	Details of EMD	BG/UTR/Reference No. date & Amount
9.	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhaar certificate etc.	Please upload copy of the same along with details

Signature

Name:

Designation:

Seal of Company

Date:

79. Annexure 15: Letter for Refund of EMD

(To be provided on letter head of the Bidder's Company)

Date: _____

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

SUB: LETTER FOR REFUND OF EMD

Ref: GEM/2024/B/5670501 for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Sir,

We _____ (Company Name) had participated in the Request for Proposal (RFP) GEM/2024/B/5670501 for **Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India** and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr. No.	Bidder Name	DD/BG Number	Drawn on BankName	Amount (₹)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory

Designation:

Seal of Company

80. Annexure 16: NPA UNDERTAKING

Pro forma of letter to be given by all the bidders participating RFP Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India on their official letter-head

Date: _____

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

Sub: Tender No. GEM/2024/B/5670501 RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Sir,

We _____ (bidder name), hereby undertake that-

- We have been/ have not been declared NPA by any Bank/Financial institutions in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

81. Annexure-17- Undertaking letter (Land Border Sharing)

Pro forma of letter to be given by all the bidders participating in the RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India on their official letter-head

Date: _____

To,

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

Sub: Tender No. GEM/2024/B/5670501 RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Sir,

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. "I/we have read the clause regarding restrictions on procurement from a bidder of the 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 from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]"

Further, 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 sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. _____
3. _____
4. _____

82. Annexure 18: Cover Letter

Date: _____

To

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

Sub: Tender No. GEM/2024/B/5670501 RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Sir,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

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

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

83. Annexure 19: Undertaking letter (Enterprise Licences for Databases / Data stores)

Pro forma of letter to be given by all the bidders participating in the RFP on their official letter-head

Date: _____

To,

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

Sub: Undertaking letter (Enterprise Licences for Databases / Data-stores)

Sir,

We, M/s _____ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ declare the following:

1. Oracle RDBMS is the only database in the proposed solution.
2. If we propose / introduce any other Database or Data-store, community version of any Database / Data-store will not be used.
3. All Databases / Data-stores will be provided with enterprise licence / subscription in the bank's name along with highest level of 24×7 OEM Support.

This declaration cum Undertaking is executed by us through our Authorized signatory/ies

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

84. Annexure 20- 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)

85. Annexure 21- Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an annual turnover in India of INR 20 crores per annum 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 made operating profits in at least two 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.	
5.	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 preceding three FY.	
6.	The Bidder should have implemented the proposed UPI solution which should be running presently in at least two Scheduled Commercial Banks (SCB), out of which one Bank should have	Credential letter Along with Proof of transaction	

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
	minimum average 1 Crore transactions (including financial and non-financial) per day during last one year from October-23 to September-24.		
7.	At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / 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 undertaking on Company's letter head	
8.	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 / OEM and the Bank regarding supply of goods/services.	Submit the undertaking self-declaration on Company's letter head.	
9.	Bidder/OEM should not have <ul style="list-style-type: none"> NPA with any Bank /financial institutions in India 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 self-declaration on Company's letter head.	
10.	Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's and OEM's letter head	
11.	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	
12.	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	Undertaking to be given by the Bidder at time of submission compliance certificate given by successful bidder on company's letter	

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
	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.	head (Enclosed as Annexure 31) 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.

*CBI reserves the right to verify references provided by the Bidder independently. Any decision of CBI in this regard shall be final, conclusive and binding up on the bidder. CBI may accept or reject an offer without assigning any reason whatsoever.

- Bidders need to ensure compliance to all the eligibility criteria points.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.'*
 - If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

Authorised Signatory

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

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

86. Annexure 22: Guidelines on banning of business dealing

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

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

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

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

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

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

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

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

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

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

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:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other.
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning, Executive Director (BSD) 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.

b) 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.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices Only

Any officer not below the rank of Deputy General Manager appointed or nominated by the 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.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of BSD shall be the "Competent Authority" and concerned Executive Director (BSD) shall be the "Appellate Authority".

f) 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.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

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

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

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

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

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

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

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

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

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

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

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank
(CENTRAL BANK OF INDIA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency should apply throughout the Bank Including Subsidiaries.
- 7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank- wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (BSD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. BSD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (BSD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

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

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

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

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before "Executive Directors Committee" (EDC) with ED (BSD) as Convener of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

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

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

8.2 The effect of such an order would be that the Agency would not be disqualified from Competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be 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 misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc. c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

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

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order

passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC 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

87. Annexure 23: List of Software Components

Date _____

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

SUB: List of Software Components required for implementation of UPI Switch

RFP NO: Tender No. GEM/2024/B/5670501 - **RFP for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India**

Dear Sir,

The below software are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below licenses (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

Sr. No.	Software / Tool or Component Required	OEM Name	Justification (Why Software is needed)	Licensing Metric for software (User Based/ Processor Based/ any other)

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

88. Annexure 24 - Undertaking for 7 Year Roadmap

Date_____

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

Subject : RFP GEM/2024/B/5670501 for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Sir,

We, _____ hereby confirm that as a prime bidder and the product provider, we would deliver, install and maintain the UPI Switch solution. We also commit to support the solution for a minimum period of 7 years and extendable for another 3 years.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

89. Annexure 25 - Proposed Team Profile

S.NO	Type of work	Name of team members	Qualification & certification	Previous Banks where team member was associated	Duration of team member association	No. of years of experience

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder

90. Annexure 26 : Certificate for RFP 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 31.03.2024. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID NO.

Seal of the
firm

91. Annexure 27 : Details of past experiences of handling similar project

Name of the Bidder _____

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
			As per contract	Actual		

Date: _____

Place: _____

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.

92. Annexure 28 : Format for Local Content

CERTIFICATION FOR LOCAL CONTENT

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

Ref: Your RFP GEM/2024/B/5670501 for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Bidder Name:

This is to certify that proposed for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), 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, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 and any further amendments thereon.

Signature of Statutory Auditor/Cost Auditor

Registration Number :

Seal

Countersigned by the bidder:

Bidder – (Authorized Signatory)

93. Annexure 29: Undertaking Of Information Security

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

Date:_____

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

Subject: RFP GEM/2024/B/5670501 for Supply, Implementation, Migration and Maintenance of Unified Payment Interface (UPI) Solution (Application & Software) for Central Bank of India

Sir,

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

Also, undertake that the proposed solution / software to be supplied will be complying to Bank's Information Security Policy (of the version of the application being delivered as well as any subsequent versions/modifications done). And new IS requirement will be compiled within the timeline set by Bank / Regulatory agencies.

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone

94. Annexure 30: Infrastructure Sizing Requirement

Bidder need to submit infrastructure sizing requirement along with bids in following formats:

Table-1

S N	Application/Database / Software/Utility/Tool /Container platform/CICD etc. as part of Scope of RFP	Location (DC/DRC/ Near to DC)	Count of license s requir ed with metric (User Based / Proces sor Based / any other)	Instance (Prod/Pre- Prod/Dev/ UAT)	OS Deployment Category (Physical Server/VM/Co ntainer)	OS Type (like Windo ws, RHEL, etc.)	No of OS Insta nce	Hardware Requirement including OS utilization					
								No of physi cal Core s	Details of Type of Hardw are	Mem ory (In GB)	Physi cal Stora ge (In GB)	SAN Stora ge (In GB)	Obje ct Stora ge (In GB)
1													
2													
3													
4													

Table-2

SN	Any other Hardware Items required for operation of UPI Switch e.g. HSM/Load Balancer/ network switches etc.	Number of Item	Any other relevant detail of the Component	Rational for including the component

Note:-

1. Bidder should add more rows as per the Hardware/Software Requirements.
2. Bidder should provide a separate document as part of technical Bid submission on the rationale behind the hardware sizing (formula/logic out of the TPS shared by Bank)
3. No of physical cores is to be factored considering the latest Intel Xeon 6 processor else the processor name is to be clearly mentioned by the bidder
4. Separate row for each Application/Database/Software/Utility/Tool/ Container platform, each location (DC & DRC) and each Instance (Prod/Pre-Prod/Dev/UAT)
5. Additional resources (Core and Memory) is to be factored for various security and monitoring agents/tools to run in OS like HIPS, HEAL, Application Whitelisting etc.
6. Additional resources (Core, Memory and Disk) is to be factored for VM Hypervisor and Controller pane of Container platform
7. Storage requirements for data archival and Back-up to be mentioned separately in above table.

95. Annexure 31: 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 GEM/2024/B/5670501 - 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