

**CENTRAL BANK OF INDIA**



**(Open Tender)**

**REQUEST FOR PROPOSAL (RFP) in GeM for**

**Selection of Service providers for 'End to End Implementation of Reconciliation Solution for all types of Digital Transactions on opex Model'**

RFP Ref No: RFP:2024-25:06

Date: 20.02.2025

**Central Bank of India  
DP&TB Department  
1<sup>st</sup> Floor, MMO Building,  
Fort, Mumbai**

### **DISCLAIMER**

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of Central Bank of India or any of their representatives, employees or advisors (collectively referred to as Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement, offer or invitation by the Bank to any party other than the entities who are qualified to submit their proposal (bidders). The purpose of this RFP Document is to provide the bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

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

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

The Bank may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Following terms are used in the document interchangeably to mean:

1. Recipient, Respondent, Bidder means the respondent to the RFP document.
2. RFP means the Request for Proposal document.
3. Proposal, Bid means "Response to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the successful bidder.
6. CBS means Core Banking Solution implemented in the Bank.
7. Purchaser/Bank/CBI/CBOI/CBoI means Central Bank of India.

**General Tender Details**

<b>Sl. No</b>	<b>Description</b>	<b>Details</b>
1.	RFP No & Date	Ref No: RFP:2024-25:06 dated 20.02.2025
2.	Brief Description of the RFP	Request for Proposal (RFP) For “Reconciliation Application under opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.
3.	Contact Details	The Asst. General Manager Central Bank of India Digital Payment & Transaction Banking Department, 1 <sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023 Mail id – agmdptbrecon@centralbank.co.in
		The Chief Manager Central Bank of India Digital Payment & Transaction Banking Department, 1 <sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023 Mail id – cmatmaccounts@centralbank.co.in
4.	Date of Issue of RFP	20.02.2025
5.	Contract Period	5 Years, extendable up to further 1/2/3 years as per discretion of the Bank based on satisfactory performance of the Bidder and at Bank’s sole discretion. The Rate contract will be valid from the date of PO given by the Bank, subject to yearly performance review for satisfactory performance of the Bidder.
6.	Earnest Money Deposit (Refundable)	Rs. 25,00,000.00 (Twenty five lakhs only) in the form of Demand Draft in favor of Central Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Central Bank of India.
8.	Performance Bank Guarantee / Bid Security	3 % of total contract value.
9.	Purchase Preference Policy	Applicable
10.	Last Date and Time for Submission of Bids	24.03.2025, 15:00 Hrs



11.	Date, Time and Venue for opening of Stage 1: Technical Bid	24.03.2025, 15:30 Hrs Venue: Central Bank of India Digital Payment & Transaction Banking Department, 1 <sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400023
13.	Pre-bid Meeting Date & Time and Venue	Pre-bid meeting will be held on 03.03.2025 at 11.00 AM Venue: Central Bank of India Digital Payment & Transaction Banking Department, 1 <sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400023
14.	Pre-Bid Queries	Participating bidders may submit their queries pertaining to the bid as per GeM Guidelines Only. <ul style="list-style-type: none"><li>• Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal Only.</li><li>• No oral or individual communication shall be entertained.</li><li>• Non reply to any of the queries raised by the vendors shall not be considered as acceptance of the query/issue by the Bank.</li></ul> <b>All Pre-Bid queries to be submitted to <a href="mailto:agmdptbrecon@centralbank.co.in">agmdptbrecon@centralbank.co.in</a> by 28<sup>th</sup> Feb 2025 upto 17:00 Hrs</b>
15.	Commercial Bid Format	Commercial Bid Format has been provided with this RFP for the better understanding of the requirements. The bid process will be in accordance with GeM Portal guidelines only.
16.	Publication	<ul style="list-style-type: none"><li>➤ Tender notice will be published on Bank's website <a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a>.</li><li>➤ Document shall be published on GeM portal <a href="https://gem.gov.in/">https://gem.gov.in/</a>.</li><li>➤ Any amendments, modifications, Pre-Bid replies &amp; any communication etc. shall be uploaded on GeM Portal and notification for same on Bank's websites <a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a>.</li><li>➤ No individual communication will be sent to individual bidder.</li><li>➤ The Bank reserves the right to cancel or postpone the tender at any stage without assigning any reason whatsoever.</li></ul>
17.	Important Instructions for Bid Submission	<ul style="list-style-type: none"><li>➤ The bid documents and commercial bid shall be submitted online on <b>GeM portal</b> only as per the RFP document and as per the provisions and terms &amp; conditions of GeM portal.</li><li>➤ Please make sure that all the documents are properly scanned and are legible to read.</li><li>➤ Bank Guarantee towards Earnest Money Deposit and all Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be</li></ul>



		<p>submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the bidder before bid submission timeline.</p> <ul style="list-style-type: none"><li>➤ Physical Copy as mentioned above, shall be submitted at: Central Bank of India Digital Payment &amp; Transaction Banking Department, 1<sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023</li><li>➤ Offline documents as mentioned above shall be sent through Courier/Post etc. and shall reach to us within the stipulated timeline.</li><li>➤ The Envelope containing Offline documents as mentioned above shall contain the name and address of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.</li><li>➤ The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause(s) of this RFP.</li></ul>
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**Note:**

- Tender notice shall be published on Bank's websites [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).
- Document shall be published on GeM portal <https://gem.gov.in/>
- Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded on GeM Portal and will be notified on Bank's websites [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).
- The Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
- The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.
- All Bidders are hereby informed that Bank has uploaded complete RFP document at Buyer Added Bid Specific ATC under Terms & Conditions.
- All Bidders are also informed that in case of any amendment/corrigendum/addendum/clarification etc. in existing clause of RFP, same will be published under Buyer Added Bid Specific ATC section.  
Terms mentioned in RFP document shall prevail over terms and conditions mentioned anywhere else.

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## **INSTRUCTIONS TO BIDDERS**

### **1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favour of Authorized Person and Power of Attorney / Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

### **2. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and CENTRAL BANK OF INDIA, hereinafter referred to as “Purchaser” or “Bank”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all required Bidding Documents with required information or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders’ risk and may result in the rejection of submitted bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP, failing which bid will be treated as non-responsive and same shall be rejected.

### **4. LANGUAGE OF BIDS**

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

### **5. AUTHENTICATION OF ERASURES / OVERWRITING ETC.**

Any inter-lineation, erasures or overwriting is invalid and if the same is found at any stage of bid processing, bid shall be rejected immediately.

### **6. AMENDMENT OF 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 Documents through amendments at the sole discretion of the Bank. All amendments shall be published on GeM portal and notification for the same shall be published on the Bank’s website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a 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. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously.

### **7. BID CURRENCY**

Prices shall be expressed in the Indian Rupees only.

## **8. BID EARNEST MONEY**

Bidder has to submit the Bid Earnest Money (EMD) of Rs. 25,00,000.00 (Rupees Twenty five Lakh only) before last date of bid submission in the form of Bank Guarantee (BG) (from any Scheduled Commercial Bank other than CENTRAL BANK OF INDIA) in favour of CENTRAL BANK OF INDIA DP&TB dept. Mumbai. BG should be valid for six months. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the bank. The BG should be submitted at the time of bid submission. In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Format for Bank Guarantee for Bid Earnest Money (EMD) as per format provided in Annexure-XXX.

MSE bidder is exempted from Bid Earnest Money (EMD) of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from Earnest Money Deposit of RFP.

MSE (Micro & Small Enterprises) bidder need to submit the "Bid Security Declaration" as per format provided in Annexure XXIX."

The Bid Earnest Money/Bid Security Declaration will be forfeited in case of:

- Withdrawal of the bid by a bidder after opening of the bid
- Successful bidder not accepting the purchase order/Signing the contract.
- Withdrawal/back out from the commitments by the successful bidder.

## **9. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

## **10. LOCAL CONDITIONS**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

## **11. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any bidder.

## **12. OPENING OF BIDS**

The Date, time and location of bid opening is as per the details published in GeM. Bidders need to check the details on GeM for any change in Date/time of bid opening. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the

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specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

### 13. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

### 14. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

### 15. CANCELLATION OF BID/ BIDDING PROCESS

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 its action.

### 16. BID PREPARATION AND SUBMISSION

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

**16.2.** No consideration will be given to e-bids received after the date and time stipulated and no extension of time will be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel.

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

**16.4.** Bidders may please note:

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

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

**16.4.3.** Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection. The bid document and all annexures must be unconditional and strictly in compliance with the RFP otherwise the bid shall be rejected.

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

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

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

**16.7.** The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.

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

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

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

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

**16.12.** All the envelopes shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.

## **17. BID SYSTEM OFFER**

This RFP contains the following two parts:

### **Stage 1:**

#### **Technical Bid:**

Technical Bid consist of Eligibility Criteria as per **Annexure-III**, Technical Specification as per **Annexure – X and documents mentioned in** Checklist of the RFP document.

### **Stage 2:**

#### **Bid/Commercial Bid:**

The bidders have to quote the price in GeM bid for the total contract period as single entry including taxes.

The bidder has to submit indicative financial/commercial bid at the time of submission of bid. The commercial bid of those bidders who have qualified under Eligibility and Technical evaluation will only be opened under GeM portal.

The successful bidder has to submit the line item wise price breakup as per Commercial Bid Format (**Annexure-XI**) of this RFP.

**Central Bank of India, DP&TB Department, Mumbai**

## **18. PRE-BID MEETING AND PRE-BID QUERIES**

1. Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.
2. A pre-bid meeting will be held on the date and time specified in the RFP which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
3. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.
4. Bank reserves the right to amend, revoke or re-float the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through GeM Portal. The interested parties/Bidders are advised to check the GeM Portal regularly till the date of submission of Bid document specified in the RFP and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
5. Queries received after the scheduled date and time will not be responded / acted upon.
6. Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit an authorization letter for participation along with copy of their I-card issued by their company.
7. Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

### **Format for Pre-bid Queries**

<b>Sl.</b>	<b>RFP Page No.</b>	<b>RFP Clause Name &amp; No.</b>	<b>RFP Clause</b>	<b>Bidder's Query/Suggestion/Remarks</b>

## **19. MODIFICATION AND / OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on the Bids submitted. No bid will be modified after the deadline for submission of bids. If bidder happens to be successful bidder, then bidder shall not be allowed to withdraw the bid.

## **20. 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 or even reject all bids at any time prior to award of contract, in its sole discretion, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action.

## **21. PRELIMINARY EXAMINATION**

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

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

Arithmetical errors will be rectified as follows:

- I) If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- II) If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the Bank and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

The Bank may waive any minor discrepancies or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

## **22. REVELATION OF PRICES**

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

## **23. EVALUATION AND AWARD CRITERIA**

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

### **First Stage: (Technical Evaluation)**

1. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully within the stipulated timelines set by the Bank.

4. First of all, the RFP Cost and Bid Earnest Money/Bid Security Declaration (if required) of all bidders will be verified. If any RFP Cost & Bid Earnest Money/Bid Security Declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
8. The determination will take into account; bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per Annexure X is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
10. This evaluation will be carried out on a total score of 100 on the basis,
  - i. 80 marks based on Technical & Functional Specifications (as mentioned in Annexure- X). For qualification in this evaluation, minimum 70% should be obtained by the Bidder in Functional specification.
  - ii. Remaining 20 marks based on the demonstration of complete solution mentioned in the RFP.

#### **Presentation and Demo**

Bidder(s) as part of technical evaluation have to demonstrate their solution and it shall be based on the following conditions:

- a) All and any cost associated with demonstrating (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and bank will not bear any cost.
- b) Bank reserves its right to extend / shorten the period of demonstration where needed. Bidder who has failed in the demonstration shall automatically stand disqualified technically.

**Minimum 70 marks have to be obtained to become Technically Eligible.**

#### **Second Stage: (Commercial Evaluation)**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. Commercial Bid shall be submitted as per the Commercial Bid format provided in this RFP. Deviations if any in Bill of Material will be summarily rejected by the Bank.
2. The participating bidder take utmost care while submitting the Price bid in GeM portal. Any change in Commercial Bid may be summarily rejected by the Bank.
3. The bidders will be required to quote for all the items required by the Bank.

Bank will conduct Reverse Auction as per GeM guidelines mentioned elsewhere in the RFP document.

**Determination of L1 Price:**

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

The L-1 bidder will be determined on the basis of the lowest TCO (Total Cost of Ownership as defined in Annexure-XI of this RFP) price quoted in the GeM portal. The Reverse Auction would be conducted for Total Cost of Ownership (TCO) given in Bill of Material as per Annexure-XI of RFP.

**Award Criteria:**

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final item wise price shall be arrived after reverse auction. The procedure for the same is available on Bank's e-procurement website. Reverse Auction/s will be conducted on mandatory items only (Commercial bid format (Annexure XI)). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only, if required by the Bank.

If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.

During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Commercial bid format (Annexure XI) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

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

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

**Re-auction/s Rules:**

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

1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
2. During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.

3. At the end of the Reverse Auction, if only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
4. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s is/are not submitting the Commercial Bid in due date and time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.
5. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
6. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

**Intimation to Qualified/Successful Bidders:**

The Bank will prepare a list of qualified bidders on the basis of evaluation of Technical Proposal and Commercial Bid. The names of qualified bidders will be announced in GeM portal or Bank's website (i.e. Bank's websites [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). Commercial Bids of only technical qualified bidders shall be opened.

After conducting the Online Reverse Auction, the final bidders (L1) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

**24. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)**

Applicability of preference to 'Make in India', Order 2017 (PPP-MII Order). Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020, Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade letter No. P45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020, letter No. P-45021/102/2019-BE-II-part (1) (E-50310) dated 04.03.2021, letter No. A-1/2021-FSC-Part (5) dated 16<sup>th</sup> November 2021. Salient features are given below: -

**For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Verification of local content - For same, Bidder to upload a certificate as per **Annexure-XIX** from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.
2. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

3. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
4. L1 will be decided by the price discovered through Reverse Auction, which will be conducted online. Performa for Commercial Bid Format is in Annexure-XI. Base price of reverse auction shall be total of mandatory services mention in the Performa of Commercial Bid. Bank shall change the base price approach at the time of process which shall communicate to all technically qualified bidders.
5. In case L1 bidder denies to fulfil the RFP obligations, Bank may invoke Bid Earnest Money/Bid Security Declaration and blacklist L1 bidder from participation in future RFPs of Bank for a period of 3 years. In such event, Bank at its sole discretion, may award the contract to L2 bidder at discovered price in Reverse Auction, which shall be offered to L3 bidder in case L2 bidders denies to fulfil the RFP obligations in case bidders denies to fulfil RFP obligation, Bank may invoke Bid Earnest Money/Bid Security Declaration and blacklist bidder from participation in future RFPs of Bank for a period of 3 years.

Procurement through Local Supplier (Preference to Make in India) will be done as per the “Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

‘Local Supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

**Verification of local content:** The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XIX** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

## **25. PURCHASE PREFERENCE**

- a. Subject to the provisions of PPP-MII Order 2017- revised up to date and to any specific instructions issued by the MeitY or in pursuance of the Order, purchase preference shall be given to ‘Class-I local suppliers’ in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para II (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’, as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.
  - ii. If L1 is not ‘Class-I local supplier’, the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within

the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

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

**26. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

**27. USE OF CONTRACT DOCUMENTS AND INFORMATION**

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

**28. CANCELLATION OF BID/ BIDDING PROCESS**

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 its action.

## TERMS AND CONDITIONS

### 1. INTRODUCTION

CENTRAL BANK OF INDIA is a Public Sector Bank (PSB) with pan India presence. Bank has its Head Office at Mumbai along with its 13 Zonal Offices & 90 Regional Offices across India. CENTRAL BANK OF INDIA also has 2 sponsored Regional Rural Banks (RRBs) in the states of Bihar and West Bengal.

CENTRAL BANK OF INDIA has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre in Mumbai and Disaster Recovery Site at Hyderabad.

CENTRAL BANK OF INDIA also have a setup for Alternate Delivery Channels services like Internet Banking, ATM, POS, Payment gateway, Mobile Banking, IMPS, Debit Card, AePS, BBPS, Kiosks etc.

### 2. BACKGROUND AND PURPOSE OF THE PROJECT:

This Request for Proposal (RFP) has been prepared solely for the purpose of enabling CENTRAL BANK OF INDIA ("the Bank") to select a Bidder for end-to-end implementation of Payment Reconciliation Application and Customer Complaint Redressal System for Digital Banking Channels & Products under outsourced model along with manpower for operational and technical activities. Bank wishes to put in place Payment Reconciliation application for all its Digital Banking Channels & Products and other products with minimum uptime of 99.99%.

Bank wishes to select a competent service provider who will be able to deliver / implement the required solution and integrate the same with the Banks' internal applications and that of RRBs. At Bank's discretion, bidder will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure.

Bank proposes to manage reconciliation process as under:

- Proposed bidder would implement Payment Reconciliation Application / Complaint Redressal System and provide onsite manpower for managing day to day operational and technical activities.
- Presently, Bank is having volume of 1.04 crore transactions on daily basis and is projected to grow three times in next five years.
- The technical proposal submitted by the bidder should consist of details about the reconciliation application/ software and the prerequisite software's required for the application to run. Details like Operating System, database, web server, its version, etc. which will be required by the system to be successfully implemented should be mentioned by the bidder.
- The technical proposal of the bidder should provide information on software type like proprietary/licensed. The details should be properly mentioned and support should be available from authorized partners for maintenance, upgrade and any bug fixes.
- The application will be subjected to Information Security audit, vulnerability assessment and penetration testing before/after go-live. The bidder will be expected to resolve observations of such audits/VAPT within stipulated timeline by Bank and need to submit evidences/proof to bank for closure of VAPT/IS audit observation and take sign off from the bank on resolution of observations. Timelines

for resolution of audit/VAPT observations will be provided by bank basis the risk category i.e. critical, high, medium and low and delay in resolution beyond the timelines, accordingly penalty will be imposed on the basis of the given category.

- It would be bidder's responsibility to integrate proposed solution with existing Security Information and Event Management (SIEM) to generate alerts and Identity Management system. Proposed solution should be able to send logs in an acceptable format to the existing SIEM solution. Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration.
- The successful Bidder will have to ensure continual security of the software / tool provided. Any development activity for incorporating security measures will be a part of the maintenance of the application. Version upgrade of the application has to be done by the bidder and will be part of the maintenance activity.
- The implementation of the recommendations to improve security in the reconciliation process/application will be in the scope of the Payment Reconciliation Application provider without any extra cost to the Bank.
- The bidder has to submit the source code review report to the Bank at regular intervals.
- The reconciliation application should be developed as per the industry benchmark / standards on design, development and security principles.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfils the eligibility criteria and are also in a position to comply with the technical specification. Apart from the above, the bidder must also agree to all the terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

Only one Bidder will be shortlisted for the Rate Contract i.e. L1 which will be valid for a period of Five Years.

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserves the right to reject the bid, if bid is not submitted in proper format as per RFP.

### **3. SCOPE OF WORK**

#### **Broad scope of work is as under:**

Reconciliation of transactions, settlement of net fund with network, resolution of complaints/dispute management for following type of transactions:

1. ATM transactions (ONUS, Acquiring and Issuer)
2. ATM cash reconciliation in ATMs and CRMs
3. Card Payments (Prepaid, Debit, Credit, NCMC, etc. Issuer, Acquirer, Onus transactions on different card network i.e. NPCI, VISA, Master, Rupay, NFS, JCB, etc.
4. POS transactions (Merchant Acquiring), Schema preparation

5. NCMC Acquiring
6. IMPS transactions (through any channel)
7. UPI, UPI Lite (LRN reconciliation), QR transactions (through any channel)
8. Aadhar Enabled Payment System (AePS)
9. Bharat Bill Payment System (BBPS) (through any channel)
10. Payment Aggregator (through any channel)
11. Payment Gateways (through any channel)
12. NEFT and RTGS
13. NACH, e-NACH and Direct Debit Mandate (DDM)
14. Central Bank Digital Currency (CBDC)
15. Interoperable Cardless Cash With drawl (ICCW)
16. Interoperable Cash Deposit (ICD)
17. Fastag
18. GL A/C Reconciliation (Pool/Adjustment, Settlement, Income and Expenses Accounts, etc.)
19. Reward Points / Cash back Reconciliation
20. IPO
21. Digital Lending
22. Shares
23. Mutual Funds
24. Insurance
25. Robotic Process Automation (RPA)
26. Any other requirement by the Bank

For complete detail of scope of work, kindly refer the annexure- XXI (Scope of Work).

#### 4. TECHNICAL SPECIFICATION

Technical specification and functional specification are mentioned in **Annexure-X**

#### 5 SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), integrity Pact (IP) with Bank and submit the Bank Guarantee, **within 30 calendar days** from the date of empanelment/LOI given by Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of **15 calendar days**.

The bidder(s) has (ve) to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

#### 6. DURATION OF CONTRACT

The Rate contract will start from the date of empanelment letter given by Bank and valid for Five (5) years from the date of go-live, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions for a

period of three years in single or multiple tranches at the sole discretion of the Bank subject to satisfactory performance of successful bidder and mutual agreement on the terms and conditions.

Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.

## **7. PERFORMANCE BANK GUARANTEE**

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

1. The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Head Office amounting to 3% of the contract value within 15 days of issuance of empanelment letter/Letter of Intent & initially must be valid for a period of 15 months (1 year validity with 3 month claim period). Bidder needs to provide new Bank Guarantee one month prior to expiry of existing Bank Guarantee. Bidder will continue to provide new/renewed guarantee for the contract period.
2. No interest on PBG will be paid by Bank.
3. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than CENTRAL BANK OF INDIA.
4. The Performance Bank Guarantee has to be furnished for due performance of the complete Solution and Services.
5. In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank will invoke the Bid Earnest Money/Bid Security Declaration submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank will invoke the Performance Bank Guarantee to recover penalty / damages.
6. If Govt. releases any amendment for Performance Security under rule of GFR 2017 or any other guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank.
7. The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of the Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).
8. The performance guarantee is required to protect the interest of the Bank against delay in supply/installation/implementation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.
9. If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
10. Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in RFP.
11. The Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-XXIII** in respect of any delay beyond the permitted period in providing the Services.
12. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service

- Provider). On reaching the maximum of penalties specified, Bank reserves the right to terminate the contract.
13. As per SLA any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

### **8. ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders will be placed by the Central Office as per requirement under the Scope of Work. The successful bidder shall have to accept and acknowledge orders **within 7 working days** from the date of issuance of purchase order. Bank has a right to cancel the order and invoke the Bid Earnest Money/Bid Security Declaration, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.

### **9. NOT ACCEPTANCE/ NON EXECUTION OF ORDER**

In case, bidder shortlisted through this RFP process (hereinafter called "Successful Bidder" or "Vendor") refuses to accept / execute the order, Bank reserves the right to place the order to next other subsequent bidders derived through reverse auction (only in case of matching the L1 price derived through reverse auction). Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the said successful bidder. Bank also reserves the right to blacklist/debar the said successful bidder for three years in such eventuality without giving any notice thereof in this regard for a period of next three years from the date of refusal.

### **10. CANCELLATION OF PURCHASE ORDER**

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons:-

1. Non-submission of acceptance of order within 7 days of placement of Purchase Order.
2. Non-submission of performance Bank Guarantee within stipulated time as specified in the RFP.
3. Non-signing of contract within the time specified by Bank.
4. Non-submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

### **11. IMPLEMENTATION**

Bidder shall submit finalized FSD (Functional Specification Document) with detailed activity schedule chart with timelines. FSD (Functional Specification Document) should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI). Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank. Bank shall ask bidder to implement the solution in phased manner or in a single plan of rollout. All UAT observation shall be fixed by the bidder within 7 days from the date of intimation.

Any new customization asked by the Bank during the contract period, Bidder shall implement the same in 30 calendar days or timeline specified by the regulator such as RBI, MoF, MHA, IBA, NPCI, etc., whichever is earlier.

User Acceptance Test: Installation of Solution will also include Acceptance Test of the offered solution by the Bank. The Acceptance Test shall be carried out of the solution jointly by the representatives of the Bank and the Successful Bidder after the installation is completed.

## 12. PAYMENT TERMS

No advance payments shall be made.

The Bank shall make the payments on a monthly basis on receipt of invoice/s from the selected Bidder, after verifying its correctness.

Payment shall be made at the cost finalized through this RFP per successful Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc. and system reversal transactions) subject to deduction of penalties. Applicable taxes like Service Tax or any other tax that may be levied by any Government in future in lieu of service tax within the Contract period shall be paid extra by the Bank. Payment will be on monthly basis in arrears.

Bank will be responsible to pay Reconciliation charges per successful financial transaction as per costs finalized through this RFP and shall not be liable to pay any other charges/ salaries/ wages/ perk/ compensation etc. to the Service Provider for providing the services. The recruitment/ training/ employment/ contract shall be the sole responsibility of the Service Provider.

## 13. BUSINESS CONTINUITY PLAN

Bidder shall provide the reconciliation solution at DC (Mumbai) & DR (Hyderabad) location of Bank. Bidder shall be responsible for integration of both DC and DR set up. Bidder shall conduct the DR Drill atleast once in a quarter or time decided by Bank and provide the RPO and RTO time to Bank with detailed drill activity.

In case of DC failure, if bidder DR set up is not ready to provide services to Bank, then Bank may terminate the contract with immediate effect and invoke the Bank Guarantee/Blacklist the bidder for a period of three years for further participation or both.

## 14. TURN AROUND TIME

Bidder shall complete the project and integration with in the under defined turnaround time (TAT):

Activity	TAT
Sign SLA, Integrity Pact and Non-Disclosure agreement	Within 30 days from the date of letter/LOI given by Bank
Submit the Performance Bank Guarantee	Within 30 days from the date of letter/LOI given by Bank
Complete integration of software and Hardware (Bank provided Server etc.), integrate with the switch and provide the web based solution	Bidder shall submit finalize FSD Document with detailed activity schedule chart with timelines. FSD should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI). Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead

	given by Bank.
Complete the testing and compliance as per Bank observation during UAT	Within 7 days from the date of observation raised by the Bank
Any new customization asked by the Bank during the contract period	30 calendar days or timeline specified by the regulator/agencies such as RBI, NPCI, MoF, MHA, IBA etc. whichever is earlier.

### 15. UPGRADES AND UPDATES

Bidder shall provide the software upgrade and updates on regular basis without any cost to Bank. Bidder shall also support in following cases:

**OEM ceasing support for the Software or Product become out of sale:** In case a product or part of the product (component) which has been provided by the bidder, is rendered out of sale or OEM cease support during the contract period, a substitute of equivalent solution/product including software should be provided free of cost to the Bank in place of the original solution/product given in the bidding document submitted by the successful bidder.

All patches updates, related firmware updates and patch management implementation, Vulnerability Assessment /Penetration testing observation closure to be taken care by the bidder without any cost to the Bank and confirm the same to the Bank after implementation within reasonable time.

The bidder shall confirm on integrity of the supplied software i.e. the software is free from bugs, malware, covert channels in code etc. and bidder will also be responsible for any third party programming code, if any, embedded in the supplied software.

Bidder shall be responsible to inform Bank, within 7 days of release of any new firmware/code/update/upgrade by the OEM and implement the same within 15 days from the date of such release without any cost to the Bank, during the contract period for the items provided by the bidder.

### 16. ONSITE TECHNICAL SUPPORT

Successful Bidder will provide the required software and implement the complete solution at Bank's premises and also provide Onsite Technical Support resource as per requirement of the Bank who would operate from Bank's location in Mumbai to provide technical support for software and hardware for the offered solution as per requirement of the bank.

Successful Bidder will provide L1, L2, Database Administrator and resource for operational activities who would stationed at Bank's location in Mumbai. Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources shall start after whole application Go-Live. Bank may also avail additional resources from the bidder as per contracted rate. Successful bidder will share an escalation matrix containing all contact details

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of the hierarchy involved in development and customization of monitoring tool, so that in the event of any downtime, the complaint for the same can be resolved by the resource team. Bank shall ask bidder to change the Onsite Technical Support, if same is not found competent for providing the support as asked by Bank in the RFP. In case of resignation of any resources, alternative has to be arranged atleast 45 days in advance. In case of leave of resource, Bidder shall ensure the alternate suitable arrangement for the same. Timings of resource L1, L2 and Database Administrator resource will be as per the shift timings, whereas availability should be there from 07:00am to 10:00 pm on all days. Details of these resources shall be as under:

Sl. No.	Resource	Minimum Qualification	No of Resource	Experience	Broad Scope of their work
1	L1	B-Tech/B.E. /MCA in the relevant field	3	Minimum 2 years	<ul style="list-style-type: none"> <li>• Application upkeep.</li> <li>• Live system level problem resolution</li> <li>• Activity as per scope of the RFP</li> </ul>
2	L2	B-Tech/B.E. /MCA in the relevant field	2	Minimum 5 years	
3	L2 (DBA)	B-Tech/B.E. /MCA in the relevant field and necessary certification related to DBA	1	Minimum 5 years	
4	Staff for daily operational activity	Graduate with computer proficiency	45 (30 reconciliation) (15) Dispute/complaint resolution	1 year	Carrying out daily operational activity as per SOP/Job card provided application vendor as per scope of RFP

In addition to the above, Bidder shall provide one official from his technical team with company provided Laptop at Bank's premises at no Extra Cost to Bank, and billing for the SPOC shall not be done. This resource shall act as Project Manager and SPOC for scheduling, Business Specification, preparation and finalization of FSD, providing signoff, coordination of OEMs backend team and their own team, daily checklist submission, reporting, responsible for management dashboard. Timings of Project Manager/SPOC at Bank's premises will be as per Bank's timings on working days.

Staff for daily operational activities shall be deployed as per UAT signoff of the modules of the solution. Staff allotted for particular modules shall not be utilized for any other module. Minimum strength required for particular modules should be present on all days and necessary arrangement shall be made by Bidder for maintaining the minimum strength. Timings of the resources shall be finalized as the requirement of the individual module.

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## 17. ANNUAL TECHNICAL SUPPORT (ATS) CHARGES/AMC

No ATS /AMC shall be paid to the successful bidder.

## 18. VERIFICATION OF REFERENCE INSTALLATIONS

Bank may, if deemed necessary, conduct verification of reference implementation to satisfy themselves on the performance of the solution/services offered with reference to their requirements.

## 19. PENALTY CLAUSE

Penalties will be levied as per the terms described in the **Annexure–XXIII**

## 20. LIQUIDATED DAMAGES

1. The Service Provider should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.
2. If the service provider fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the service provider after imposing Penalty on service provider.
3. Both, Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.
4. Penalty and liquidated damage is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the service provider to prove that the delay is attributable to the Bank and Force Majeure. The service provider shall submit the proof authenticated by the service provider and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.
5. The service provider shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the service provider under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the service provider fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.
6. In case of termination of contract due to breach of terms and conditions of the agreement, Bank reserves the right to recover an amount equal to 10% of the Contract Value as Liquidated Damages for non-performance.
7. If the Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this Agreement, Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction (10% of Project Cost) is reached, Bank may consider termination of the Agreement.
8. Regulatory Compliance: Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI, NPCI, VISA, Mater Card etc. need to be **Central Bank of India, DP&TB Department, Mumbai**

implemented on free of cost if changes are to be done in existing functionality/ies and in case of new functionality/ies same shall be on mutually agreed cost. Any penalty imposed by the Regulator or any other authority i.e. Court, on Bank will be the responsibility and liability of the successful bidder and the Bank shall be compensated for the same.

## **21. TERMINATION OF CONTRACT**

### **21.1 Termination for Default:**

The quality of services given by the bidder & progress of the project will be reviewed quarterly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days curing period first and after then giving 60 days' notice to the bidder i.e. total 90 days. The decision of the Bank regarding quality of services shall be final and binding on the bidder. After such a notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 60 days, for any valid reason, including but not limited to the following and in such cases bank will not provide any cure period of 30 days:

- a. Excessive delay in execution of order placed by the Bank.
- b. Discrepancies / deviations in the agreed processes and / or Services.
- c. Failure of successful bidder (Vendor) to complete operationalization of solution within the time as specified in the contract.
- d. Violation of terms & conditions of the RFP and / or Breach of the terms and condition of the agreement.
- e. Exceeding any of the threshold limits of Delay.
- f. Penalty reaches its maximum limit.
- g. If the contract is terminated under any termination clause, the vendor shall handover all Service documents and Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor of the Bank.
- h. During the transition, the Vendor shall also support the Bank on technical queries / support on service process.
- i. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit as per this RFP.
- j. In the event of failure of the bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 10% of the pending contract values on demand to the Bank, which may be settled from the payment of pending and future invoices or from Performance Bank Guarantee for the rest of the amount if any not claimed / settled through invoices.
- k. Bank may also terminate the contract anytime during its contract period, pursuant to change in guidelines issued by government / RBI and other statutory bodies affecting the Scope of Work

defined under the contract. However, the Bank shall make outstanding payments towards all pending work orders executed by the vendor for which payment has not been made.

- l. Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contact at any time without assigning any reasons.
- m. In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory”, the Bank shall be free to Blacklist/debar the successful bidder thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder.
- n. Upon expiry / Termination of the Agreement, Successful Bidder will be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.
- o. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.
- p. The Bank reserves the right to recover any dues payable by the selected Successful Bidder from any amount outstanding to the credit of the Successful Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- q. “The vendor shall ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital & physical), if necessary. To ensure the seamless transition, the vendor shall cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.”

### **21.2 Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **21.3 Termination for Convenience:**

The Bank, by written notice of not less than 60 (Sixty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

## **22. OBTAINING REQUISITE FORMS, ROAD PERMIT LIKE FORM 32 ETC**

Requisite form, like Form-32, will be the sole responsibility of the bidder. However, Bank will sign the forms as per the requirement from the bidder. For obtaining the requisite form, the bidder will provide the necessary documents i.e. Performa invoice etc.

## **23. TRAINING**

The successful bidder shall impart free of cost complete administration/hands-on training & for day to day operation / maintenance of offered solution to Bank’s employees. Detailed Operation Manual / Job shall have to be provided covering all activities. In case, any classroom based training is required to be provided, the same shall be communicated by Bank to the bidder. The bidder has to provide such training (cover complete administration & day to day maintenance of the solution) on the request of Bank for requesting period whenever required without any cost to Bank.

#### 24. TAXES

The rates quoted in Performa for Commercial offer should be inclusive of all taxes & GST. The rate of applicable GST should be informed separately in the invoice generated for supply of the product.

#### 25. INFORMATION SECURITY

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy of the Bank / Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements or compliance to Bank during the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost. Software solution provided by the bidder must be bug free and confirmation for the same have to be submitted from the respective OEM. Details of Bank's latest IT Security Policy shall be shared with the successful bidder for the implementation and compliance of the policy and guidelines.

#### 26. SIGNING OF PRE CONTRACT INTEGRITY PACT

The bidder should submit Original Executed Integrity Pact along with the technical **BID**. The Integrity Pact must be executed on stamp paper of Rs. 500 and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (**Annexure-XII**).

#### 27. DELAYS IN THE BIDDER'S PERFORMANCE

Delivery of the Services / Performance shall be made by the bidder in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages/penalty and/or termination of rate contract for default. ***Above clause will be exempted in case of force Majeure.***

#### 28. RENEWAL OF RATE CONTRACTS

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. The period of such extension would generally not be more than three months.

#### 29. EXCHANGE RATE VARIATION

If the contract is extended for any period, beyond its expiry / validity, and there is any variation in exchange rates (positive & negative both), the prices shall vary accordingly. The variation will be considered will be exchange rate prevalent as on date of acceptance of Letter of Intent or the rates as on date of expiry of contract. Increase in price of any item due to exchange rate variation shall be subject to negotiation.

### 30. NO RIGHT TO SET OFF

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

### 31. PUBLICITY

Any publicity relating to the work to be carried out in Bank towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank.

### 32. COMPLIANCE WITH LAWS

Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India:

The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the Annexure I of aforesaid Order.
- II. "Bidder" for the purpose of aforesaid order (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/proprietorship firm/partnership firm/LLP), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of aforesaid Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than 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 shareholders agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti-Bribery Laws.
- VIII. The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / MHA Guidelines, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- IX. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract labour (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of the agreement.
- X. If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing.
- XI. The Bidders shall adhere to the terms of this RFP and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the Tender terms.

### **33. GOVERNING LAW AND DISPUTES**

All disputes or differences or disagreement whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents or in connection with the contract /order placed by the Bank shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal arising from order of arbitrator will be subject to the exclusive jurisdiction of courts at Mumbai. The Courts of Mumbai shall have jurisdiction in relation thereto. The Venue /Seat of Arbitration shall be Mumbai and language shall be in English.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the bidder a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator and same shall be binding upon the bidder.

The bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Mumbai.

1. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
2. If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator nominated by the bank, and the award made in pursuance thereof shall be binding on the parties. For the appointment of sole arbitrator, Bank shall suggest a panel of Arbitrators consisting of three names, out of which the service provider may agree to any one.
3. Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English and a daily English record of such proceeding shall be maintained.

4. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai, India only.
5. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.
6. In case of failure to resolve the disputes or differences between the parties amicably, the matter may be referred to a sole arbitrator nominated by the bank after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and its amendments thereto. The award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. All arbitration proceeding shall be conducted in English. For the appointment of sole arbitrator, Bank shall suggest a panel of Arbitrators consisting of three names, out of which the service provider may agree to any one.

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7. The successful bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision to the contrary of the arbitrator or the umpire, as the case may be, is obtained by successful Bidder. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee/pending bills/future bills that may fall due for payment, being treated as default so that the business of the Bank is not disrupted.

#### **34. FORCE MAJEURE**

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank but does not include commercial hardship or any difficulty in performance of the contract, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

1. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics or pandemic, whether natural or manmade;
2. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
3. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
4. Transportation delay due to force majeure or accidents;
5. Strikes, lockouts and sabotages;
6. Riots and civil commissions;
7. Lockdown imposed by Govt. Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.
8. Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.
9. The said act of force Majeure will not cover cases of commercial hardship.
10. Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.
11. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
12. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.
13. Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of nonperforming Party shall not be deemed as default.
14. If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. If the Force Majeure situation continues beyond 30 days, Bank shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations (d) present pandemic of COVID-19 (e) Commercial Hardship

### **35. CONFIDENTIALITY AND NON DISCLOSURE**

1. "Confidential Information" means all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports policies, internal letters, circulars and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
2. All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.
3. All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.
4. The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCESFUL BIDDER agrees to indemnify Bank against any loss suffered by Bank due to breach of confidentiality terms as mentioned hereinabove.

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

1. The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank and are governed by the outsourcing policy of the Bank.
2. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.

3. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance.
4. That, without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event when the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
5. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality.
6. 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.
7. 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.
8. As the bidder is providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
9. The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

### **36. USE OF CONTRACT DOCUMENTS AND INFORMATION**

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

### **37. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)**

The shortlisted bidder(s) shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 calendar days of empanelment letter given by the Bank. 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/ SL:A after the completion of bidding process shall not be entertained.

### **38. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

1. The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of the Agreement shall be deemed to constitute a partnership/Joint Venture between the parties hereto, and neither party shall have

authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there no master-servant relationship between the parties. The relationship is on principal to principal basis.

2. The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Central Government Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any future law/labour legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

### **39. LIMITATION OF LIABILITY**

Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:

1. Breach of the confidentiality terms.
2. Liability for an infringement of a third party's IPR by the bidder.
3. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank.
4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
5. Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement.
6. Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
7. Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence.

This limit shall not apply to third party claims.

### **40. SUBCONTRACTING**

1. Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, and then the successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction tender has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. Bank shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on Bank. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanour of civil and criminal nature along with bidder need to provide the back to back contract executed with 3<sup>rd</sup> party to bank through which bidder is intended to provide services to the Bank.

2. Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the successful bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
3. The bidder will not subcontract any job without prior approval of Bank. Bank reserves the right to call regular meetings of the bidder/sub-contractor(s) during the tenure of the contract.
4. In case of subcontracting for other services, the contracting Service Provider will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting Service Provider is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
5. The Bank may choose to take an undertaking from Vendor's employees and or employees of the sub-contractors, to maintain the confidentiality of the Bank's information/documents etc. The Service Provider need to obtain the Police Verification of its Employees / Employees of the sub-contractors, if any. Bank may seek details / confirmation on background verification and Police Verification of such employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
6. Service Provider to ensure that sub-contracted company comply all the laws as applicable. The Service Provider will be responsible for complying with all legal/statutory/ regulatory requirements.
7. Service Provider shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
8. Service provider contractually shall be liable for the performance and risk management practices of its sub-contractors.

#### **50. UPTIME**

Bidder shall maintain minimum uptime of 99.50% in each month. If solution remain down or providing the improper output for more than 4 hours, then solution shall be deemed as down for a whole day. Uptime of tool shall be calculated as under:

Maximum Uptime in a month: 100%

Uptime per day: 3.33%

If solution remains down for more than 4 hours, then downtime of a day shall be calculated as 3.33%.

## **51. ASSIGNMENTS**

The bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written and express consent. That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality and the Bank reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.

## **52. SEVERABILITY**

The invalidity, illegality or unenforceability of any provision (in whole or part) of this Agreement in any jurisdiction shall not affect such provision in any other jurisdiction or invalidate or affect the remaining provisions (including in case of partial invalidity, the valid part of the affected provision) of this Agreement.

## **53. SURVIVAL**

The Parties have expressly agreed that any liabilities or obligations set forth in this contract by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this contract.

## **54. PATENTS RIGHTS**

Bidder shall indemnify and keep harmless the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

1. Each Party agrees and undertakes not to violate or infringe any intellectual property of the other Party and not to use, without the prior written consent of the other Party, intellectual property of the other Party in any manner whatsoever.
2. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.
3. Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
4. Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified, harmless and compensate the Bank against all costs, claims, damages, demands, expenses and liabilities, litigation/award by any court/tribunal directing the bank to pay compensation of whatsoever nature arising out of or in connection with all claims of

infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

5. Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
6. The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.
7. Service Provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate, modify and use service developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.
8. Services provided as part of this Agreement can be put to use in all offices of CENTRAL BANK OF INDIA.
9. Bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
10. Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees.
11. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
12. The Successful Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Successful Bidder in performing its obligations under this Project.
13. If a third party's claim endangers or disrupts the Bank's use of the Software, the Successful Bidder shall at no further expense, charge, fees or costs to the Bank.
  - a. Obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the agreement, **or**
  - b. Modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement, **or**
  - c. Replace the Software with a compatible, functionally equivalent and non-infringing product.

## 55. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the contract period. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to compensate/defend and/or to assist the Bank in defending at the bidder's cost against such third party's claim and/or actions and against any law suits of any kind initiated against the Bank. Successful bidder (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party services and the bidder shall compensate the bank for any such financial loss arising out of such claim/litigation.

1. Service Provider agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc. which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in RFP, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc. of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.
2. Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
3. The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.
4. The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

5. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.
6. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the service provider covered under the purchase contract or the use thereof, the service provider agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Service provider (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.
7. The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the SLA and to protect the Bank during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.
8. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party services and the bidder shall compensate the bank for any such financial loss arising out of such claim/litigation.
9. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the service provider shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the VENDOR under this Agreement or uses thereof, the service provider agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the VENDOR's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
10. Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, service provider shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnifies the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Vendor in writing of the Claim immediately on becoming aware of it.
11. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
12. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
  - a. obtain for the Bank the right to continue to use the Licensed Material;
  - b. replace or modify the Licensed Material so that it becomes non-infringing;
  - c. if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis,

## **56. INTELLECTUAL PROPERTY RIGHTS**

The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

## **57. NON-EXCLUSIVITY**

Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

## **58. INSPECTION AND AUDIT**

50.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.

50.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

50.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g. financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

50.4 The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.

50.5 The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement.

50.6 The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Card Management Services, as per its own satisfaction at the card processing bureau of the bidder, in the presence of representatives of the bidder, at any point of time by giving advance notice.

50.7 It shall be the responsibility of the bidder to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification.

50.8 The service provider should comply with the security controls parameters as defined in Annexure-XXIV.

**59. 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.

**60. 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.

**61. 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.

**62. Data / information which can be shared:**

The successful bidder is not permitted to share any types of data/information/customer data/information with bank's customer and / or any other party. The successful will be comply by the digital personal data protection act, 2023 (DPDP Act) and amendments thereon.

**63. Contingency plans:**

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

**64. 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.

**65. 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.

**66. 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);

**67. 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.

**68. 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.

**69. Sustainable sourcing:**

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

**70. DATA PROTECTION**

Bidder/Successful Bidder shall comply with the Information Technology Act, 2000, latest guidelines issued for data protection and any future guidelines issued by the regulator/GoI. Bidder will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Web portal of Bidder/Successful Bidder if it contains or hosts any confidential information of Bank necessary for the performance of the Agreement, softwares, tools developed/employed by Successful Bidder shall be secured to avoid hacking, attack of virus, unauthorised copying, tampering, etc. and all sort of security required under law shall be adopted and implemented by bidder in line with the best of industry practices. Bidder must ensure the following for storage of data:



- i. Compliance with the provisions of IT Act, other applicable legal requirements and standards to protect the customer data;
- ii. Storage of data only in India as per extant regulatory requirements;

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FROM THE BIDDER**

To

**The Assistant General Manager  
Central Bank of India  
DP&TB Department  
1<sup>st</sup> Floor, MMO Building  
Fort, Mumbai 400023**

Sir,

**Reg: RFP OF “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

We submit our Bid Documents herewith.

We understand that

1. Bank is not bound to accept the lowest or any bid received by Bank, and you may reject all or any bid.
2. 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. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
5. We agree to abide by all the RFP terms and conditions, contents of **Service Level Agreement** as per template available in this RFP.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**ANNEXURE-III**

**ELIGIBILITY CRITERIA OF THE BIDDER**

<b>Sl.</b>	<b>Eligibility Criteria</b>	<b>Compliance (Yes / No)</b>	<b>Documents to be Submitted</b>	<b>Details of Proof Submitted</b>
1	The Bidder / OEM should be registered as a company in India as per Company Act 1956 & 2013. The Memorandum of Association (MOA)/Article of Association (AOA) should contain about the line of business sought in RFP.		Certificate of Incorporation & Commencement of Business (whichever applicable) along with MOA /AOA highlighting the line of business should be submitted.	
2	The Bidder / OEM must have registered an average annual turnover of Rs. 50 crore or more of last three financial years i.e. 2021-2022, 2022-23, 2023-24. (Not inclusive of the turnover of associate companies).		Copy of the audited balance sheets of the company showing turnover of the company should be submitted. In Case of Micro and Small Enterprises (MSEs) registered under Udyam Registration is required. The certificate should be of latest but before the deadline for the bid submission.	
3	Bidder / OEM should have operating profit as per the last three Audited Balance Sheets i.e. 2021-2022, 2022-23, 2023-24.		Audited Financial statements for the relevant years to be submitted. Separate certificate from a Chartered accountant to that effect be submitted.	
4	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.		Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	



5	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.		Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	
6	OEM solution should have a valid PCIDSS/PADSS or equivalent certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS compliant and valid PCIDSS/PADSS certificate will be provided within three months from the date of letter of intent. If bidder fails to provide the PCIDSS/PADSS certificate, then Bank will terminate the contract and blacklist the bidder for five years. Bank will only release the one-time implementation cost payment, once bidder submit the PADSS/PCIDSS certificate to Bank. Along with PCIDSS/PADSS certificate, Bidder needs to share ISO 9000/9001 or ISO/IEC 27001 certificate.		OEM solution should have a valid PCIDSS/PADSS certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS compliant and valid PCIDSS/PADSS certificate will be provided within three months from the date of letter of intent.	
7	Bidder and OEM should not have had any unsuccessful implementations (Contract termination) for non- performance in Reconciliation in any of the earlier contracts with any Bank during last 5 years. A Self Certificate to this effect should be submitted by the bidder.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
8	A company or its subsidiary /associates which is presently providing Switch services (ATM, UPI and IMPS) to CENTRAL BANK OF INDIA at the time of submission of bid would not be eligible to participate in this RFP.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
9	There are no pending cases against the Bidder/ OEM involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank.		Certificate from company secretary or external auditor to be submitted	



10	The Bidder and OEM should not be classified as a loan defaulter / insolvent / bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.		Certificate from existing Bankers to be submitted.	
11	Bidder and OEM should not be partially or fully owned/ controlled part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.		Declaration to this effect has to be submitted by the Bidder.	
12	The Bidder and OEM shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 2 years of operation.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
13	Bidder and OEM should not have been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ banks where they are involved in providing MS services/ switch services/ reconciliation activities.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
14	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
15	Bidder and OEM should not have been Blacklisted /debarred by any Govt / Govt Agency/ Bank /IBA/ Financial Institution in India in the last 5 Years from the date of bid submission.		Statutory auditor/ CA to provide certificate for Bidder and OEM. Bidder and OEM need to also provide certificate on companies' letter head.	
16	Bidder / OEM should have documentary proof of valid GST / Taxes as applicable and must be		All Self Certificate declaration should be on Bidder's letter head and copy	



	registered under appropriate authorities i.e. EPF / ESI / PSARA / PAN etc.		of registrations should be duly seal and signed.	
17	The Bidder and OEM should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.		Statutory auditor/ CA to provide certificate. Bidder need to also provide certificate on companies' letter head.	
18	The Bidder/OEM 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 regarding bidders from a country which shares land border with India. <i>Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency')</i>		Undertaking to be submitted and registration certificate issued by competent authority to be provided.	
19	As per Central Vigilance Commission (CVC) directives, it is required that Bidders / OEMs /Suppliers / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per Annexure-XII on non-judicial stamp paper of requisite value.		"PRE CONTRACT INTEGRITY PACT" as per Annexure on non-judicial stamp paper of Rs. 500/-	



20	Bidder / OEM must have requisite Central and State Labour Laws Compliance		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
21	Bidder / OEM must have requisite Make in India Compliance.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
22	Bidder and OEM should not be involved in any litigation that impacts the solvency of the bidder.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed with documentary proof.	
23	Bidder should be OEM of offered solution or an authorized seller of OEM. In case the bidder is not OEM of the offered solution, then a certificate from OEM certifying that Bidder is authorized seller of OEM and in case the authorized representative (bidder) is not able to perform obligations as per contract during contract period, OEM shall perform the said obligations In such cases.		If Bidder is not OEM then OEM Self-Certificate declaration should be on OEM's letter head is required.  The mandate/authority of the official signing the letter of OEM of offered solution in favour of Bidder company should be clearly specified	
24	The Bidder/OEM or its technology partner should have technical support centre in India or should provide undertaking to set up such support centre in India before executing the contract with the Bank.		Undertaking to be given by the Bidder.	
25	The application software offered should have adequate redundancy, scalability fault tolerance and Disaster recovery arrangement.		Self-Declaration from the Bidder to this effect should be furnished to participate in this RFP. Self-declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.	

**NOTE:**

1. Only the Bidder/OEM in India can bid. If both the OEM and Bidder, bid for the same solution, both the bids will be rejected.
2. In case of Indian Authorized Representative (IAR) or its Agent, maximum two Authorized Representatives of a particular Principal or Service Provider can participate in the tender process.
3. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
4. Bidder and OEM should submit detailed response along with documentary proof for all of the above eligibility criteria. Bids not meeting the eligibility criteria shall be rejected.
5. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means.
7. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
8. Bidder is also required to substantiate whether the person signing the document from his Company and from Principal Company is authorized to do so on behalf of his Principal's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from Principal Company may make the bid liable for rejection.
9. Bidder need to provide the readable copy of documents on site as well as in hardcopy for Technical Bid. All the hardcopy submitted online and offline should be duly seal and signed by the authorized person of firm/company/organization. No Photocopy or colour scan copy will be accepted in hard bundled file submitted in response of technical bid.
10. All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies or colour scan photocopies will be acceptable).

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**BIDDER'S INFORMATION**

Please provide following information about the Company (Attach separate sheets if required):

Sl.	Information	Particulars / Response		
1	Company Name			
2	Date of Incorporation			
3	Company Head Office Address			
4	Registered office address			
5	TIN, TAN No., GST			
6	Authorized Signatory's Name: Designation: Phone:Email:			
7	Whether MSME (quote registration no. and date of registration, copy to be attached)			
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in web site as applicable to the bank.			
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name			
10	Specimen Full signature and Initials of Authorized Signatory	<input type="text" value="Initial"/>	<input type="text" value="Signature"/>	
11	Contact persons address, contact details, Fax Number, E-Mail ID. (give at least 2 contact persons details other than authorized signatory/ies)			
12	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it. This information is based on the Audited Financial Statements for 2021-22, 2022-23 and 2023-24.	Year	Turnover	Profit/Loss
		2021-22		
		2022-23		
		2023-24		

Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**COMPLIANCE STATEMENT**

**CERTIFICATE & DECLARATION**

**Reg: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum.

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. issued by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of Work and/ Technical Specification	We certify that the <b>Reconciliation solution</b> offered by us for tender confirm to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & Subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. issued by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

We certify that the services offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations:

List of deviations

- 1)
- 2)
- 3)

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

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**PERFORMANCE CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ has provided \_\_\_\_\_ (Name of solution) **Reconciliation solution** to our organization since \_\_\_\_\_ and currently doing reconciliation of three modules i.e. **ATM, UPI and IMPS** since \_\_\_\_\_, which includes \_\_\_\_\_ATMs /BNAs. Reconciliation solutions have handled module wise transaction as under:

Sl.	Module	No of transaction
1	ATM reconciliation	
2	UPI	
3	IMPS	

The certificate has been issued on the specific request of the Company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**NO - LITIGATION CERTIFICATE**

**Reg.: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

**To be provided by Statutory Auditor / Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956/2013 with its headquarter at, \_\_\_\_\_ is not involved in any Litigation which threatens solvency of the company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FOR NON- BLACKLISTED**  
**To be provided on letter head of the Bidder's Company**

To  
The Assistant General Manager  
Central Bank of India  
DP&TB Department  
1<sup>st</sup> Floor, MMO Building  
Fort, Mumbai 400023

Sir,

**Reg: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

We M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956/2013 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years from the date of RFP.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You.

Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**TURNOVER CERTIFICATE**

**Reg.: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

**To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act 1956/2013 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2021, 2022-23 and 2023-24.

<b>FY</b>	<b>Turnover (Rs. In Lacs)</b>	<b>Profit Before Tax &amp; Depreciation (Rs. In Lacs)</b>	<b>Net Profit/Loss (Rs. In Lacs)</b>	<b>Operating profit (Rs. In Lacs)</b>	<b>Tangible Net Worth (Rs. In Lacs)</b>
2021-22					
2022-23					
2023-24					

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**TECHNICAL SPECIFICATION**

The technical specification will broadly take into account the areas mentioned below. Bidders are requested to submit their point-wise response to the following points and annex the same with details of the existing procedures adopted and capability/technology and/or infrastructure available for each point:

<b>Sl.</b>	<b>Description</b>
1.	Service Provider / successful bidder will provide module wise reconciliation application whose order of implementation will be UPI, IMPS, e-COM, POS, AePS, BBPS, ATM, NEFT, RTGS & others and any other software required to run the solution.
2.	Service Provider / successful bidder will be responsible for patching of OS and closing of any Vulnerabilities and high-risk observations in the Servers (i.e. Application, Data Base and all related servers) as reported in the VAPT Audit, Information Security Audit and any other Audit as per Bank's policy. Furthermore, the upgradation of DBMS and any other software being utilized by the Bidder would be the responsibility of the Bidder without any cost to Bank.
3.	Bidder have to make necessary version upgrades in the reconciliation application whenever any requirement arises either from the bidder's side (based on other bank's best practice that suits Bank's business & operational convenience) or due to any advisory of controlling agencies like DFS, RBI, IBA, NPCI etc. or any Payment service provider, without any additional cost to Bank during contract period.
4.	In compliance to the recent directives of RBI, NPCI, VISA, MasterCard on harmonization of TAT in redressal of customer complaints for various digital banking products, reconciliation application bidder has to support even during holidays (All days, 24x7).
5.	The application should have the feature to tag the transaction for each product as disputed/ customer complaint/ unauthorized transaction/ ombudsman. There should be separate tracking of complaints issuer / acquirer wise and also for Banking Ombudsman complaints as well.
6.	Maintain a shareable backup data server for reconciliation purpose as well as for handling customer complaints, product-wise MIS, reports, transaction search/enquiry. The production and report server should have query support to generate customized output as per bank's need. The content access should be provided to bank team with table structure, header, data , etc.
7.	In addition to the reconciliation system, data retention in the reconciliation system is an important requirement. At any given point of time, data retention of the input and output files in the reconciliation system should be for a minimum period of one year. Beyond one year, the data to be stored in the report server of reconciliation system. Bidder to factor the storage and hardware requirement accordingly.
8.	Successful bidder has to provide, module wise detailed SOP & job card to Bank for the reconciliation application.
9.	Detailed RCA of any technical / operational downtime / operational error needs to be submitted to Bank in timely manner.
10.	Bidder to do transaction level 3-way ( <b>4 ways in case of ATM/BNA Cash withdrawal /deposit</b> ) reconciliation for all digital channels/products and share the transaction level reconciled output and summary with GL balancing report to Bank on daily basis.
11.	Bidder to provide replicated application of the module on separate report server other than the



	live server with DC/DR setup for day to day report extraction / query generation.
12.	The application should have the capability to read input files in any format from different sources like NPCI (network), VISA, MasterCard, bank's switch, any application, etc. and generate output files in the bank desired file format (excel, text, csv, pdf, etc.)
13.	The application should be capable of generating a daily dashboard of reconciliation of each product. Dashboard should consist of total amount debited/credited to the pool account, amount claimed/settled by the respective Network/ Host/ Aggregator. Dashboard should also consist of the Opening and closing balances of the respective pool/GL accounts, system debit/ credit entries, manual debit/ credit entries, arrived balances, difference in opening and closing of GL / pool balance and highlight any discrepancy entry-wise. The format of the dashboard can be excel, pdf or any other format as specified by the bank. The dashboard should be prepared product wise, GL wise, and transaction routing type (issuer/acquirer, inward/outward) or as per requirement of the Bank.
14.	The application should be capable of storing and maintaining of all historical data for future use whenever required.
15.	The application should store GL account wise debit/credit transaction - entry wise ageing from the date of creation of entry in the system and generate report, GL wise for all debit/credit transaction entry with ageing as on date.
16.	The application should maintain audit trail of the user activities like login, processes invoked updates, output accessed, and related activities in the application.
17.	The application should identify and generate report of unusual/unrelated credits/debits in GL accounts. The application should generate a report with total credit amount/debit amount with total number of successful and failed transactions in the respective pool accounts on a particular date.
18.	The application should be capable to prepare and generate as per the audit and statutory compliance monthly reconciliation report GL account wise with balance as on the last day of the month with details of transaction entry comprising of last day balance and ageing in the bracket of 0-1 day, 1-3 days, 3 days-1 week, 1 week-15 days, 15 days -1 month, 1-3 months, 3-6 months, 6-12 months, 12-24 months, 24-36 months and beyond 36 months.
19.	The application should be capable to record on the day of recon any excess/ shortage entry in pool accounts and record the date of entry when it is nullified. System should generate such entry reports as and when required by the bank with the ageing.
20.	The application should be capable to modify and incorporate changes in new accounting and procedure standards.
21.	The application should generate daily, weekly, monthly and Quarterly reports for age wise debit and credit entries in the respective pool accounts, monthly RBI reports as required by Bank, any other MIS report as per the requirement of the Bank.
22.	Bidder to provide the required solution architecture, for interfacing / connecting necessary hardware, servers and the Computer hardware, OS and database required for the solution being procured. It would be verified / vetted by the Bank.
23.	Dashboard with options to generate reports in PDF/Excel/csv/xml, etc. format consisting of all GL heads, pool account balances (opening and closing), shortage/excess, no. of entries, user id of the maker and checker with other details should be generated. Option of printing and downloading should be provided.
24.	Application should be integrated with SMS and E Mail system of the Bank
25.	Requisite Monitoring Solution Tool should be provided for real time monitoring of the Reconciliation solution.

26.	Application should not have dependency on any specific Operating Systems.
27.	Application should not have dependency on any Data base supported.
28.	The Bidder/OEM should be capable of handling the entire reconciliation process through 'Robotic Process Automation' (RPA) for end-to-end reconciliation process.
<b>Note: All the transactions must be reconciled on real time basis on receipt of required data.</b>	

## FUNCTIONAL SPECIFICATIONS

The system feature for each module is covered in the following table. The bidder needs to fill up the response column according to the criteria given below:

### Criteria:

Functional Specification rules		
RA	Functionality is readily available	100 % of allocated marks
NA	Not Available	No marks
1	Applicant need to give one of the above values in column RA/NA in the following table as regards to compliance.	
2	Applicant to give supporting technical brochures / documents / presentation etc. in support of the undernoted each of the Technical / Functional / Requirement of Solution.	
3	RA/NA: Any wrong reporting in the column RA/NA, which subsequently transpired during the pilot testing shall render the Applicant liable to be blacklisted for the future participation in the RFPs/Tenders of the Bank and forfeit the EMD	
4	Map your module: Applicant to clearly spell out against each of the Technical/Functional Specifications/Requirement of Solution, the name of the applicant's module where RA/NA has been given in the column Validation Criteria.	
5	Mention Page No. of RFP Submitted : Applicant to invariably mention the page number of RFP against each of the Technical / Functional Specification with supporting technical brochures / documents / presentation etc. failing which, it will be at the discretion of the Bank to treat the same as Not Available - 'NA' , which may render the bidder ineligible in the future process of RFP.	
6	Mandatory: Means Requirements/functionality should either be available Fully as part of the solution or through Customisation.	
7	Any comment or caveat or exception or assumption against each of the point or separately will not be considered and Bank reserve the right to treat the same as 'NA', which may render the bidder ineligible in the further process of RFP.	

Sl.	Functionality	Features and Functional description	RA / NA	Max Marks	Marks Obtained
1	ATM & DEBIT CARD ON US/NFS / VISA / MASTERCARD / RUPAY	Follow standard accounting procedure and system to adapt new standards.		5	



2	CARD BASED TXNS Including but not limited to Cash on Mobile, Interoperable cash deposit, Bharat QR based Debit card PoS txn, Tokenisation/ Host-card emulation (HCE) txn, UPI/ QR based cash withdrawal, NCMC Based PoS txn/ Wallet based offline contactless txn etc.	1. 3 Way Reconciliation on the basis of Switch, CBS and settlement files on T+1 basis and submission of Reports. 2. 4 Way Reconciliation for ATM Reconciliation basis of Switch, CBS, Settlement files & EJ.  So proposed solution should support ATM wise transaction & cash reconciliation basis 4 Way mentioned above.		5	
		Submission of Exceptional Transactions (Online/ Offline) on T+1 basis.		5	
		Capable to modify and incorporate changes in new procedure and accounting standards.		5	
		Capable to change and modify the accounting procedure according to NFS, VISA, Master Card, RuPay and all other Network and directives from statutory authorities, viz RBI/IBA /DFS/ Govt. institutions etc.		5	
		Reconciliation of all incoming and outgoing transaction (debit/credit /PPI cards etc.) with regards to NFS, VISA, MasterCard, RuPay and all other networks including POS- Ecommerce/ Standing instruction on Debit Cards transactions.		5	
		Automated Vouching system for NFS, VISA, and MasterCard, RuPay and all the other network and products.		5	
		Generation of Trickle Feed / Bulk Upload / TTUM files digitally signed and pushed to CBS for automatic posting without any manual intervention, for customer disputes, settlement credits, Refunds, Incentives etc. Refund credit is to be verified based on; • Txn Matching, • Per card/ txn limit Matching, • Domestic/ International classification as per rules set by card network.		5	
		Generation of Files to debit and		5	



		credit customer account.			
		Generation of foreign exchange fluctuation for foreign transactions.		5	
		Tracking and report generation of Various fees and penalty levied by Regulators/networks.		5	
		Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay respectively, including any other report required time to time for submission to regulatory authorities/ Bank's management.		5	
		GST calculation and invoice.		5	
		Handling customer dispute by raising credit adjustment/ Chargebacks & Representment through. NPCI/VISA/MasterCard/ International Tie-ups dispute management system (DMS)/ System should be capable to raise debit adjustments with other issuers for disputes related to acquiring transactions/ wrong reversals etc.		5	
3	Reconciliation OF Entries IN NOSTRO AND MIRROR Account	Honouring the payment messages sent by the bank/Payment of draft issued by the bank.		5	
		Maintaining the Currency wise Nostro Balances daily.		5	
4	Accounting and Third Party Reconciliation	Follow standard accounting procedure and system to adapt new standards.		5	
		Capable to modify and incorporate changes in new procedure and accounting standards and as per the requirement of RBI/NPCI/NFS VISA, MasterCard, RuPay and all other networks.		5	
		Automated Vouching system for NFS, VISA, Master Card, RuPay and all the other networks and products.		5	
		Generation of report of transaction such as Petrol, Railways, Tip and surcharge etc.		5	
		Generation of Files to debit and credit customer account. Generation of foreign exchange fluctuation for foreign transactions.		5	



		Cross tallying of Bank settlement account with forex branch advice.		5	
		Tracking and report generation of Various fees and penalty levied by NFS, VISA, MasterCard, RuPay and all other Network and products of Bank.		5	
5	MIS Reports and Decision Making system	Robotic Processing of data.		5	
		ATM performance report.		5	
		Daily, weekly, monthly and Quarterly reports for Bills payable, suspense and sundry account age wise.		5	
		Monthly RBI reports as required by Bank.		5	
		Monthly ATM deploying reports Generate Periodical reports as per requirement.		5	
		Age wise report for claim received, Claim settled and claim rejected.		5	
		Exception report for Cash loading, EOD and ATM balancing.		5	
		Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer.		5	
		Chargeback Daily, monthly, quarterly reports for Chargeback, Presentment, Credit adjustment.		5	
		Age wise daily reports of branches and Vendors who are not submitting EJ, CBR.		5	
		Monthly report of all the disputes received and resolved Network wise		5	
		Age wise data of all the ATM where reconciliation has not been done.		5	
		Age wise pending Debit and Credit adjustment cases.		5	
		All other reports based on requirement of RBI, VISA, RUPAY and other Apex bodies		5	
6	Dispute Management	a. Management of complaints received through Bank's CRM within TAT. System / product's module should be capable to interface with Bank's CRM complaints.		5	
		b. Automatic updating of status of complaints in CRM			



		c. Status updation of complaints to customer.			
		a. Generation of Chargeback file for all the networks. b. Generation of Representment file for all networks. c. Generation for Pre-arbitration file for all Networks. d. Generation of Pre-Arbitration Rejection file for all networks. e. Generation of compliance Reports for all networks.		5	
		a) Compliance of Retrieval request and chargeback procedure. b) File for 2 <sup>nd</sup> presentment. c) Details and register for cardholder documents received in 2nd Presentment. d) Multiple dispute chargeback letters. e) Generation of credit adjustment and Debit adjustment reports		5	
		a) Management of all other kind of disputes and Requirement received from Network providers and card schemes. b) Reports for duplicate entry for single claim c) Validation of transaction from database d) Tracking of Dispensed amount and claimed amount, customer wise and ATM wise & branch wise e) Dispute management of Tie up and Third Party		5	
		a) Unique reference number to all transaction and dispute. b) Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries c) MIS for all disputes weekly, monthly, Quarterly and yearly d) Collection of charge slip from Merchants for chargeback Retrieval request and other Dispute Received e) Age wise break up for all pending payments for merchant		5	



		<p>a) System should have capability to store and Retrieve all the documents received from different network and branches</p> <p>b) System should have capability to store and retrieve all disputes as and when required by Bank. System should have capability to flag all the entries which were earlier un-reconciled and now reconciled.</p> <p>c) System should have capability to handle all type of Disputes of NFS, VISA, MasterCard, RuPay and all other network for which Bidder is performing settlement and Reconciliation for Bank.</p> <p>d) Bidder should have different Dispute Management system to keep History of all the disputes and Management of Dispute. Also capable to match Bank's / RBI/ Card network policy defined TAT monitoring. Alert report should be generated for complaints falling beyond various internal/ external TAT configured.</p> <p>e) Bidder should have capability to manage all disputes arising for Payment gateway, Ecommerce transaction and ATM transaction.</p>		5	
7	Payables/ GL wise reconciliation	<p>a) Reconciliation of all the Payables accounts for all network i.e. NFS, VISA, RuPay, MasterCard etc.</p> <p>b) Age wise breakup with amount of entries pending in payables</p> <p>c) Alert reports for entries pending more than 2 days.</p>		10	
		<p>a) Accounting for all type of disputes in CBS</p> <p>b) Generation of Summary sheet of payables account</p> <p>c) Reconciliation of all the chargeback GL</p>		10	
		<p>a) Age wise breakup of entries pending in Chargeback GL</p>		10	



		b) Age wise breakup entries to be debited in all the bills payable. c) Settlement entries pending in Bills payable account.			
		a) Generate daily tally sheet. b) Excess settlement posted in payable account. c) All the issuer transactions should be reconciled three ways and action should be taken for all the un-reconciled transactions.		10	
		a) Generation of Visa Money Transfer files. b) Generation of Exchange fluctuation file and their settlement and reconciliation. c) Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.		10	
8	Receivables/GL wise Reconciliation	Reconciliation of all the Receivable account for all networks i.e. NFS, VISA, RuPay, Master card etc. Age wise breakup of entries pending in Receivable.		5	
		Alert reports for entry pending more than 2 days.		5	
		Accounting for all type of disputes in CBS.		5	
		Generation of Summary sheet of Receivable account.		5	
		Reconciliation of all the Receivable chargeback GL Age wise breakup of entries pending in Chargeback GL		5	
		Age wise breakup entries to be debited in All the Receivable.		5	
		Settlement entries pending in Receivable account.		5	
		Excess settlement posted in Receivable account.		5	
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.		5	
		Generate daily tally sheet.		5	
9	Suspense/Sundry reconciliation	Generation of tallied report and difference statement for Zeroing entry in CBS.		5	
		Accounting of suspense debtors,		5	



		—Cash in ATM and Network			
		Checking of ATM withdrawal, reversal, Bank advices posted in CBS		5	
		Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account.		5	
		Generation of Switch outstanding, Branch outstanding, Network outstanding.		5	
		Force reconciliation by relaxing some parameters.		5	
		Inbuilt reconciliation rule table to reconcile all the transaction.		5	
		Update and reconcile third party i.e. NFS, VISA, MasterCard, RuPay and all the Network entries.		5	
		Generation of Vendor wise sheet to recover the amount from vendor. Age-wise break up of all Suspense entries		5	
		Shadow balance maintenance in system which should always match with CBS Balance.		5	
10	Cash In ATM” Reconciliation	<p>a) Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.</p> <p>b) Software should be able to store/retrieve Cash Balance Report along with Switch.</p> <p>c) CBS and EJ data and reconcile the same with the Bank records.</p> <p>d) The system should be capable to decrypt the error codes of the EJ of various ATM providers.</p> <p>e) System based computation of ATM cash dispense and CASH RECYCLER cash deposit/ dispense between ATM EODs.</p>		5	
		<p>a) Maintain ATM wise account in the system.</p> <p>b) Record all transaction taken place in ATM.</p> <p>c) Record all the Manual debit and credit taken place in ATM.</p>		5	



		<ul style="list-style-type: none"> <li>d) Verification of Overage and shortage at the time of Load un-load.</li> <li>e) ATM wise and age wise segregation of load, unload and admin activities for Nodal branches.</li> </ul>			
		<ul style="list-style-type: none"> <li>a) Maintenance and Generation for Cash Balance Report, C3R.</li> <li>b) Cross verification of actual cash loaded and Logical cash loaded.</li> <li>c) Reconciliation of cash management services and agencies. Exception report generation for differences.</li> <li>d) Interface to upload file to branches.</li> <li>e) Record for excess and shortage and Trickle Feed / Bulk Upload / TTUM files generation for the same.</li> </ul>		5	
		<ul style="list-style-type: none"> <li>a) Generation and maintenance of Shadow balance in system which should always match with CBS.</li> <li>b) Breakup of sundry account who is maintaining excess cash balance.</li> <li>c) Breakup of suspense account maintains shortage.</li> <li>d) The system should be capable to generate all the un-reconciled entries of ATM and to reconcile the same.</li> <li>e) System should generate report like CBS outstanding, Switch outstanding.</li> </ul>		5	
		<ul style="list-style-type: none"> <li>a) System should have capability to generate ATM reconciliation report automatically.</li> <li>b) System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.</li> <li>c) System to upload CBS and C3R report in system to perform GL reconciliation</li> <li>d) System should have intelligence to compute EOD</li> </ul>		5	



		balance on the basis of EJ, CBS and Switch RPA. e) System should have capability to handle Acquirer and Onus claim lodge for particular ATM			
		Verification of Billing & Income sharing of GST, Partners Billing & Business Correspondent (BC)		5	
11	IMPS	System should have capability to carry out reconciliation of IMPS transactions to be reconciled by following 3-way reconciliation based on CBS File, Switch file and all raw NPCI (network) file on Settlement Cycle/T+0/1 basis. Settlement & Dispute Management of transactions to be handled as per NPCI (network) prescribed procedure.		5	
		System should generate output files for successful transactions, failed transactions, timeout transactions, exceptional transactions and preparing vouchers as necessary /required. Vouchers would consist of list of accounts with corresponding credit and debit entries account wise. The net sum of debit and credit entries in the voucher generated should be zero.		5	
		System should generate NPCI (network) output files like TCC (Transaction credit confirmation) and returns bulk upload file as required by NPCI in the defined format for inward timeout (deemed approved) transactions and Trickle Feed / Bulk Upload / TTUM files for inward timeout transactions & outward fail transactions within TAT.		5	
		System should generate voucher by reading (network) NTSL files, daily settlement files, adjustment files and raw files for daily settlement reports of NPCI (network) including income & expenses with GST and other adjustment entries.		5	



		System should perform reconciliation of Treasury settlement accounts and all other internal GL & PL accounts i.e. inward, outward, treasury, income parking, expenses parking etc. (Mirror Account of RBI with other Banks maintained at branches where settlement is posted).		5	
		System should read NPCI (network), GST file for monthly income and expense booking, GST invoice generation and sharing with other banks, preparation of GST TDS data & claim of GST TDS from NPCI.		5	
		System should prepare transaction maintenance file for chargeback /deferred chargeback, representment, pre-arbitration accounting entries as per NPCI prescribed settlement files.		5	
		System should identify and generate report and process auto reversal of failed transactions.		5	
12	NEFT (National Electronic Fund Transfer)	<ol style="list-style-type: none"> <li>1. System should have capability to carry out reconciliation of NEFT transactions by following 3-way reconciliation based on CBS File, Middleware files (if needed) and SFMS file on as per the time schedule provided by bank through RPA (Robotic Process Automation).</li> <li>2. System should have the capability to read CBS Files, Middleware files (if needed) and SFMS file in any file format as available with the bank.</li> <li>3. System should have the capability to generate output files for CBS File and Middleware files (if needed)</li> </ol>		10	



		<p>in any file format as desired by the bank (for e.g. .xls, .csv, .pdf, .txt, .rpt, .lst etc.).</p> <p>4. System should prepare &amp; generate settlement voucher based on the funds received/payable from/to treasury after reconciling the SFMS data with e-Kuber Report from/to Balances with RBI account.</p> <p>5. System should generate output files and reports for matched, unmatched, failed, reversal, partial reversal, suspected, manual entries, recon summary and detailed reconciled report as required by bank for further processing.</p>			
		<p>1. System should be able to segregate data in both CBS and SFMS file for bank &amp; its subsidiaries wise (if any) and provide summary of the same before reconciliation.</p> <p>2. System should have the capability to integrate with CBS for posting transactions and vouchers. Should be able to fetch account details, account level validation, account status from CBS, and show alerts if required.</p> <p>3. System should be able to process auto reversal of failed transactions which are to be returned.</p> <p>4. System should be able to generate Trickle Feed / Bulk Upload / TTUM files (compatible with bank CBS) for the beneficiary accounts/RRB accounts to which credits are not</p>		5	



		<p>provided for inward and outward NEFTs. System should be able to check account level validation, account status from CBS for this purpose.</p> <p>5. System should be able to generate BULK NEFT file (compatible with bank CBS) for the beneficiary accounts to which credits cannot be provided for inward/ inward return failed NEFTs (Auto return failed transactions).</p>			
		<p>1. System should be able to read N04 file and provide batch wise mismatch/ exception report for outward and inward transactions.</p> <p>2. System should generate exception report in case of debit mismatch leading to shortage in pool account and triggering alert for the Bank team to do manual recovery.</p> <p>3. System should generate exception report in case of credit mismatch leading to excess in pool account and triggering alert reversing the transaction to the respective beneficiary.</p> <p>4. System should generate exception report in case of mismatch transaction, where excess in pool account triggering alert for reversal to CENTRAL BANK OF INDIA remitter account.</p> <p>5. System should generate exception report for any shortage in pool account fund triggering alert for recovery from remitter account/bank.</p>		5	



		<ol style="list-style-type: none"> <li>1. System should have the capability to do reconciliation of pool/settlement accounts and internal GL accounts i.e. Payable &amp; Receivables based on output files.</li> <li>2. System should perform reconciliation of transactions related to different departments/ services like GBD, PPF, CMS, other accounts, Credit Cards etc. and able to take decision as per the request of the concerned department.</li> <li>3. System should be capable of generating dashboard for inward and outward reconciliation to summarize reconciliation process. Dashboard should be customized as per bank's requirement.</li> <li>4. The dash board should also provide inward &amp; outward NEFT batch wise transaction summary.</li> <li>5. Dash board should provide alerts based on the rules set by bank.</li> </ol>		5	
		<ol style="list-style-type: none"> <li>1. System should read the GST files for GST calculation and invoices preparation for all banks.</li> <li>2. System should prepare report for income and expenses booking along with GST for interbank/processing charge earned and paid on per transaction basis.</li> <li>3. System should be capable of generating reports for all GL heads, pool account</li> </ol>		5	



		<p>balances (opening and closing), shortage/excess, no. of entries, user id of the maker and checker with other details should be generated. Option of printing and downloading should be provided.</p> <p>4. System should produce customized reports for various regulatory requirements, higher officials and other branch branches/ divisions in the format as required by bank.</p> <p>5. System should have facility to rollback reconciliation to previous days.</p>			
13	RTGS (Real Time Gross Settlement)	<p>1. System should have capability to carry out reconciliation of RTGS transactions by following 3-way reconciliation based on CBS File, Middleware files (if needed) and SFMS file on as per the time schedule provided by bank through RPA (Robotic Process Automation).</p> <p>2. System should have the capability to read CBS Files, Middleware files (if needed) and SFMS file in any file format as available with the bank.</p> <p>3. System should have the capability to generate output files for CBS File and Middleware files (if needed) in any file format as desired by the bank (for e.g. .xls, .csv, .pdf, .txt, .rpt, .lst etc.).</p> <p>4. System should prepare &amp; generate settlement vouchers based on the funds</p>		10	



		<p>received from Treasury in RTGS REOD report/ NGRTGS report after reconciling the same with SFMS data for all the transactions in NGRTGS statement.</p> <p>5. System should generate output files and reports for Matched, Unmatched, Failed, Reversal, Partial Reversal, Suspected, manual entries, recon summary and detailed reconciled report as required by bank for further processing</p>			
		<p>1. System should be able to segregate data in both CBS and SFMS file for bank &amp; its subsidiaries wise (if any) and provide summary of the same before reconciliation.</p> <p>2. System should have the capability to integrate with CBS for posting transactions and vouchers. Should be able to fetch account details, account level validation, account status from CBS and show alerts if required.</p> <p>3. System should be able to process auto reversal of failed transactions which are to be returned.</p> <p>4. System should be able to generate Trickle Feed / Bulk Upload / TTUM files (compatible with bank CBS) for the beneficiary accounts/RRB accounts to which credits are not provided for inward and outward RTGSs.</p> <p>5. System should be able to generate BULK RTGS file</p>		5	



		(compatible with bank CBS) for the beneficiary accounts to which credits cannot provide for inward/ inward return failed RTGSs (Auto return failed transactions).			
		<ol style="list-style-type: none"> <li>1. System should be capable of generating Trickle Feed / Bulk Upload / TTUM files for transactions which are to be credited to customer with direct posting in CBS. Should be able to check account level validations, account status from CBS for this purpose.</li> <li>2. System should be able to read RTGS REOD file and provide mismatch/exception report for outward and inward transactions.</li> <li>3. System should generate exception report in case of debit mismatch leading to shortage in pool account and triggering alert for the Bank team to do manual recovery.</li> <li>4. System should generate exception report in case of credit mismatch leading to excess in pool account and triggering alert reversing the transaction to the respective beneficiary.</li> <li>5. System should generate exception report in case of mismatch transaction, where excess in pool account triggering alert for reversal to CENTRAL BANK OF INDIA remitter account.</li> </ol>		5	
		<ol style="list-style-type: none"> <li>1. System should generate exception report for any shortage in pool account fund triggering alert for</li> </ol>		5	



		<p>recovery from remitter account/bank.</p> <ol style="list-style-type: none"> <li>2. System should have the capability to do reconciliation of Pool/settlement accounts and internal GL accounts i.e. Payable &amp; Receivables based on output files.</li> <li>3. System should perform reconciliation of transactions related to different departments/ services like GBD, PPF, CMS, other accounts, Credit Cards etc. and able to take decision as per the request of the concerned department.</li> <li>4. System should be capable of generating dashboard for inward and outward reconciliation to summarize reconciliation; dashboard should be customized per bank's requirement.</li> <li>5. Dash board should provide alerts based on the rules set by the bank.</li> </ol>			
		<ol style="list-style-type: none"> <li>1. System should be capable of generating reports for all GL heads, pool account balances (opening and closing), shortage/excess, no. of entries, user id of the maker and checker with other details should be generated. Option of printing and downloading should be provided.</li> <li>2. System should produce customized reports for various regulatory requirements, higher officials and other branch branches/ divisions in the</li> </ol>		5	



		format as required by the bank. 3. System should have facility to rollback reconciliation to previous days.			
14	UPI	System should perform reconciliation of UPI transactions to be reconciled by following 3-ways reconciliation based on CBS File, UPI Switch file and all NPCI raw files in prescribed format on T+0/1 basis/ Settlement Cycle wise.		5	
		System should prepare report of settlement & Dispute Management of transactions to be handled as per NPCI prescribed procedure and TAT.		5	
		System should be capable of handling all new requirements of Bank/ NPCI/ RBI for UPI reconciliation activity.		5	
		System should generate output files in bank desired file format for successful transaction, failed transaction, timed out transactions, exceptional transactions, matched/ unmatched transactions and report /output /data to be save/retained on server.		5	
		System should prepare and generate daily vouchers for posting in CBS. Vouchers would consist of list of accounts with corresponding credit and debit entries account wise. The net sum of debit and credit entries in the voucher generated should be zero.		5	
		System should be capable to generate the NPCI files in the format as specified by NPCI for uploading in the NPCI portal like preparing TCC (Transaction Credit Confirmation) DRC (Debit Reversal Confirmation) RRC (Return Reversal Confirmation) and RET (Returns) bulk upload file as per the guidelines of NPCI for		5	



		timeout, outward fail and inward fail transaction within TAT. Any other such requirement to be complied.			
		System should prepare report consisting of accounting entries for customer disputes raising credit adjustment/ Debit Adjustment, charge back & re-presentments through NPCI Dispute Management System portal within TAT.		5	
		System to generate voucher as per the requirements of the bank for daily settlement reports of NPCI.		5	
		System should read NPCI settlement file and generate settlement Voucher/ Trickle Feed / Bulk Upload / TTUM files with calculation as per NPCI NTSL.		5	
		System should perform reconciliation of RBI settlement account/Treasury & GL accounts i.e. Payable & Receivables based on output files and daily vouchers.		5	
		System should be capable of handling the exception raised during reconciliation (passing on credit to the customer/recovery from the customer) and passing/posting the necessary settlement entries in CBS.		5	
		System should read NPCI GST file for GST calculation and invoice.		5	
		System should read NPCI TDS file for TDS claim with NPCI and settlement to GST cell/requisite dept.		5	
		Calculation of income/expense based on the monthly NPCI file provided and passing on the necessary income/expense entry along with GST in CBS. Bank wise generation of invoices based on the monthly income file provided by NPCI.		5	
		System should be capable of passing daily necessary vouchers / Trickle Feed / Bulk Upload / TTUM files after reconciliation in		5	



		CBS. Auto posting in CBS.			
		System should read all NPCI raw files (financial, non-financial, QR code based, BBPS, VPA based, IPO, SI, mandate, international, UPI lite, ICCW, ICD, Aadhaar mapper, mobile no. and all other NPCI transactions introduced by NPCI with specific purpose code, merchant category code, initiation mode, transaction type, etc.		5	
		System should read the NPCI raw file and switch file with CBS file and segregate the transactions as P2P, P2M (U2, U3, U5, UC, U4, etc.) and generate income expense report segregating switching fee paid, PSP fee paid/earned, interchange fee paid/earned, miscellaneous fee paid/earned like SEBI fee, IPO, mandate, penalty paid and received, customer compensation paid and received, etc.		5	
		System should identify and generate report and process auto reversal of failed transactions.		5	
		System should read support / switch source file and generate output file in the format as required by the bank to be e-mailed to the aggregator.		5	
		System should read the aggregator /master merchant/ switch file /CBS file.		5	
		System should generate output files in bank desired file format for successful transaction, failed transaction, timed out transactions, exceptional transactions, matched/unmatched transactions and report /output/data to be save/retained on server.		5	
		System should have the capability to do reconciliation of settlement account and internal GL accounts i.e. Payable & Receivables based on output files.		5	
15	BBPS (Bharat Bill payment	System should be capable to read NPCI File, TID file, CBS file and		5	



	Systems)	<p>Channel file in any file format as available with the bank.</p> <p>System should be capable to generate output files for NPCI File, TID file, CBS file and Channel file in any file format as desired by the bank (for e.g. .xls, .csv, .pdf, .txt, etc.).</p> <p>For COU, system should match Input files from NPCI (BB01) and TID with Bank's CBS file channel-wise, and accordingly need to generate reports for successful and exceptional transactions. System should have the capability to generate reversal vouchers for failed transaction, and refund voucher received from aggregator and settlement voucher on T+1 basis.</p>			
		<p>System should have the capability to generate report of Bank GL (Pool account) and tally on daily basis.</p> <p>For channel – wise recon, system should prepare and generate all support files in bank desired format required in the process of reconciliation.</p> <p>System should generate daily and monthly MIS to be generated for all billers for their onward reconciliations and shared with the billers through e-mail.</p>		5	
		<p>System to prepare daily settlement/refund vouchers.</p> <p>System to perform credit adjustment and RET on URCS portal for failed transactions to be done.</p> <p>System should reconcile and tally GL Pool account.</p>		5	
		System should generate bank charges and commission voucher		5	



		<p>preparation as per NPCI report.</p> <p>System should generate settlement dashboard where netting of transaction done by NPCI for BOU, COU, switching fee, interchange fee, taxes, other charges.</p> <p>System should match settlement transaction with NPCI and TID onus with CBS credit from respective sources for agents on-boarded on BBPS platform based on agent id/channel code on T+1 basis.</p>			
		<p>System should perform NPCI credit adjustment/ refunds/ arbitration settlement with customer on T+1 basis.</p> <p>For BOU, system should match input file from NPCI and onus transaction report with TID file for settlement with billers on T+1 basis.</p> <p>System should perform management of exception and missing transaction in BOU and COU.</p>		5	
		<p>System should generate Trickle Feed / Bulk Upload / TTUM files for transaction which is to be credited to customer with direct posting in CBS.</p> <p>System should be capable of reading NPCI files for identifying the charges relevant to booking of income as well as expenses.</p> <p>System should read NPCI GST file for GST calculation and invoice.</p>		5	
		<p>Calculation and reporting of commercial for various billers.</p> <p>System should be able to read NPCI file for TDS claim with NPCI and bifurcation of GST</p>		5	



		<p>components for settlement to GST cell.</p> <p>Customer Dispute Management Reconciliation of GL account (pool A/C) &amp; RBI settlement account on daily basis.</p> <p>System should identify and generate report and process auto reversal of failed transactions.</p>			
16	BHIM Aadhaar	<p>System should be capable of reconciliation of BABP transactions to be reconciled by following 3-way reconciliation based on Network (NPCI) file, Application Switch file and Core Banking file.</p>		5	
		<p>System should perform reconciliation for both Acquirer and Issuer.</p>		5	
		<p>System should be able to read the input files, no specific input (Bank format/ as available from respective source.</p>		5	
		<p>System to use reconciliation logic as per common transaction identifier available in input files.</p>		5	
		<p>System should generate summary report to which includes matched/unmatched/failed/no status transaction.</p>		5	
		<p>For failed transaction or transactions with no status, system should check at which level transaction has failed (at CBS level, or Network (NPCI) level or Application level- with the help of common transaction identifier. In case of no auto reversal, refund file should be prepared and system should initiate the reversal. For failed transaction should generate CBS and NPCI transaction status and also auto reversal status. Format of the refund file should be as per Bank/Network (NPCI) requirement.</p>		5	
		<p>System should generate single Trickle Feed / Bulk Upload /</p>		5	



		TTUM files for multiple input file-receivable, payable, and debit/credit should be done in settlement account and credit adjustment and reversal to customers from payable account. Reconciliation of settlement account and internal GL accounts i.e. payable and Receivable based on output files.			
		System should identify and generate report and process auto reversal of failed transactions.		5	
17	Internet Banking (aggregator) transaction settlement and Reconciliation	System should be capable to read aggregator wise scroll file and CBS file in any file format as available with the bank.		5	
		System should have the capability to generate output files for aggregator wise scroll file and CBS file in any file format as desired by the bank (for e.g. .xls, .csv, .pdf, .txt, etc.).		5	
		System should generate a report with total credit amount/debit amount with total number of successful and failed transactions in the respective pool accounts in a particular date.		5	
		System should generate reversal vouchers for failed transaction, and refund vouchers received from aggregator and settlement voucher on T+1 basis. GL (Bank Pool account) tally on daily basis.		5	
		System to perform reconciliation of Bank reports with Aggregator files.		5	
		System to reconcile the bank files/statements with respective aggregators for remittance and refund/reversal of the funds.		5	
		System should identify and generate report of transactions auto reversed/refund through system and generate report of failed transactions.		5	
18	MIS and alert system	System should be able to Generate High value transaction for a particular date. Configuration		5	



		parameters will be provided by the bank.			
		System should alert and generate report for multiple debits or credits to pool account having same transaction id like RRN or UTR, etc.		5	
		System should alert and generate report for more than 10 debits or credits to a customer account in a day.		5	
		System should record the transaction ageing of the credit entries in the GL account and generate report as and when required by the bank.		5	
19	Aadhar Enabled Payment System	<b>1. Pulling and Pushing of AePS raw data files</b>			
		a) NPCI Files (Outside Bank domain): NPCI will generate the AePS raw data file and put the same in their SFTP location. Service provider for application will develop Utility/API to pull the NPCI files from NPCI Domain SFTP Location to their location and decrypt the same by the private key through PGP tool provided by the NPCI or deploy the utility for decryption of the NPCI AePS raw data.		5	
		b) CBS Files (Bank Domain): CBS will generate the raw data file and put the same in SFTP Server location (Bank Domain). Service provider Team will pull the CBS raw data file and put the same in their location through.			
		c) FIGS FI Switch Files (Bank Domain): FIGS will generate the raw data file and push the same in SFTP Server/ Service provider location. Service provider Team will pull the same in their location, which is to be used for reconciliation.			
		<b>2. Process of AePS raw data files</b>			
		Service provider team will develop the utility/API for automatic uploading/pulling of AePS raw		5	



		data files i.e. FIGS files, CBS files and NPCI files from their location/folder for reconciling the transaction entries, segregation of un-reconciled entries and generating of output files.			
		<b>3. Generation of Trickle Feed/Bulk Upload/TTUM files</b>			
		Service provider application tool will generate the Trickle Feed / Bulk Upload / TTUM files after reconciliation of AePS raw data files for settling the customers/BCs accounts from reconciliation tool and develop the utility/API for uploading the same in CBS for the following:			
		a) Payable to customer from AePS Payable account for failed transaction.		5	
		b) Recover the amount from BCs in AePS Receivable account for failed transaction.			
		c) Credit to Customer account returned from NPCI for the failed transaction.			
		<b>4. Access of AePS Files</b>			
		FI Users are able to access Input files i.e. NPCI raw data file, CBS Files, FIGS Files and output files from service provider application tool, which is to be used for internal analysis purpose.		5	
20	Dispute Accounting Management	System should be capable of reading the Network (NPCI) adjustment file and segregate the entries for chargeback raised on bank and chargeback raised by the bank.		5	
		System should be able to generate chargeback report, representment report, pre-arbitration and arbitration report based on the Network (NPCI) file.		5	
		System should be able to read the input dispute files and generate output files in the bank's specified format to be incorporated in the bank's other internal applications.		5	
		System should be able to handle		5	



		customer disputes by raising adjustments/chargebacks as per NPCI prescribed procedure			
		System should be capable to generate of credit adjustment and Debit adjustment reports		5	
		System should be capable of doing reconciliation of all the Payables account for all networks.		5	
		System should generate age wise breakup with amount of entries pending in payables.		5	
		System should generate alert reports for entries pending More than 2 days.		5	
		System should be capable of accounting for all type of disputes in CBS.		5	
		System should generate summary report of payables account.		5	
21	Payables/ GL wise reconciliation applicable to all products	System should perform reconciliation of all the chargeback GL.		5	
		System should generate age wise breakup of entries pending in Chargeback GL.		5	
		System should generate daily tally report.		5	
		System should generate excess settlement report posted in payable account.		5	
		All the issuer transactions should be reconciled three ways and action should be taken for all the un-reconciled transactions.		5	
		a) System should be capable of doing reconciliation of all the Receivable account for all the networks age wise breakup of entries pending in Receivable.		5	
22	Receivables GL wise Reconciliation	a) System should generate alert reports for entry pending more than 2 days.		5	
		a) System should do accounting for all type of disputes in CBS. b) System should generate summary report of Receivable account.		5	
		a) System should perform reconciliation of all the		5	



		<p>Receivable chargeback GL Age wise breakup of entries pending in Chargeback GL</p> <p>b) System should generate report on age wise breakup entries to be debited in all Receivable.</p>			
		<p>a) System should generate report on settlement entries pending in Receivable account.</p> <p>b) System should generate report on excess settlement posted in Receivable account.</p>		5	
		<p>a) All the acquirer transactions should be reconciled three ways and action should be taken for all un-reconciled transactions.</p> <p>b) System to generate daily tally report.</p>		5	
23	Integration with ODR system as per RBI requirement	<p>System should have the capability to read the ODR/UDIR files shared by the network (NPCI), switch UDIR files and generate reports for transactions matched and unmatched.</p>		5	
		<p>Application should be capable to update the reconciliation status of the transaction for the request received through ODR/UDIR system.</p>		5	
		<p>Application should be capable to integrate with ODR/UDIR solution provided by the Bank /NPCI / other associations.</p>		5	
24	Robotic Process Automation (RPA)	<p>The Bidder/OEM should be capable of handling the entire reconciliation process through 'Robotic Process Automation' (RPA) for end-to-end reconciliation process.</p>		10	
		<p>Solution should be able to automate multiple set of processes spanning over various fields of reconciliation. Such processes shall typically require the bots to access multiple systems, excel workbooks, web portal and system generated dumps etc. in various steps and subsequently fetch,</p>		10	



		populate and generate data fields based on intermediate responses.			
		Bidder / OEM shall ensure data consistency, data output, data security and data control for the services identified for RPA.		10	
		Bidder / OEM shall be responsible to provide best practice approach for process design, configuration, deployment etc.		10	
25	<b>Others</b> The Bidder/OEM should be capable of handling reconciliation of these modules.	Nach and e-Nach		10	
		Direct Debit Mandate		10	
		CBDC		5	
		Fastag		10	
		Reward Points / Cash back		10	
		Digital Lending		10	
		Shares		10	
		Mutual Funds		10	
		Insurance		10	
<b>Total</b>				<b>1000</b>	

The list of functional specifications given above is not exhaustive and bidders must support all regulatory, network, Govt. IBA, NPCI, etc. change requests at no extra cost, all the reconciliation needs of the Bank that arise during tenure of the contract.

**Note to the Bidders: -**

- 1- The bidders are requested to provide undertaking for the above mentioned technical specification and submit the documentary proof of the same. If Bidder fails to submit the response, Bidder shall not be qualified for the further evaluation.
- 2- Bank may ask to bidder for demonstrate/substantiate (at any time of BID process) all claims made in the technical bid for satisfaction of the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.
- 3- Technical Specifications / Technical Services must be submitted on bidders Letter Head Duly signed & Stamped by authorized signatory of Bidder.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile /Phone No:

Seal of Company:

**Proforma for Commercial response**

Year	Transactions (Estimated)	Price per Transaction	Total cost expected	GST	Total Cost including GST
2024-25	518.90				
2025-26	705.30				
2026-27	963.15				
2027-28	1321.45				
2028-29	1821.85				
<b>Total Projected</b>	<b>3420.65</b>				

Note: No. of Transactions mentioned is indicative only.

Paise per transaction to be quoted in four (4) decimal and should be written in words and figures.

1. The "per transaction rate" quoted should be including GST.
2. In case any difference in Rate quoted words and figure, The rate written in words will be considered for Final Bidding
3. Bidder will be paid per transaction basis.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

ANNEXURE-XII

**PERFORMA FOR INTEGRITY PACT**

To,  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

**Subject: Submission of Tender for the work.....**

Dear Sir,

I/We acknowledge that CENTRAL BANK OF INDIA is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CENTRAL BANK OF INDIA. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CENTRAL BANK OF INDIA shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CENTRAL BANK OF INDIA.

## 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:-

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

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

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

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

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

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 cartelization in the bidding process.

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

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractor(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. 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".

### **Section 4 – Compensation for Damages**

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

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

### **Section 5 – Previous transgression**

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

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

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

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

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

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

### **Section 8 – Independent External Monitor/ Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

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

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

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

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

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

**(For & On behalf of the Principal)**

**(For & On behalf of the Bidder/ Contractor)**

**(Office Seal)**

**(Office Seal)**

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1:

Witness 1:

Name & Address

Name & Address

Witness 2:

Witness 2:

Name & Address

Name & Address

ANNEXURE-XIII

**Performa for the Bank Guarantee**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Dear Sir,

In Consideration of CENTRAL BANK OF INDIA, Digital Payment & Transaction Banking Department, 1<sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023 (hereinafter called ‘the beneficiary’) having rate contract dated \_\_\_\_\_ on M/S \_\_\_\_\_, having its Head office at Mumbai (hereinafter called “the Supplier”) for **RFP of “Reconciliation Application under opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products** to CENTRAL BANK OF INDIA against the purchase orders to be placed under the aforesaid rate contract to the supplier.

We, \_\_\_\_\_ having our Head office at \_\_\_\_\_ and carrying on business amongst other places at \_\_\_\_\_ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the contract by the supplier for **RFP of “Reconciliation Application under opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**. If the said supplier fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_, do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of supplier or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said supplier of any of the terms and conditions of the said contract, SLA, NDA or by reason of supplier’s failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_ (Rs. \_\_\_\_\_ only), valid for \_\_\_ months. You are entitled to invoke this guarantee full or in parts subject to the maximum limit of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only), within the validity period of this guarantee including claim period.

We \_\_\_\_\_, further agree that this guarantee shall continue to be valid till \_\_\_\_\_ you certify that the supplier has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee or until \_\_\_\_\_, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the supplier shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the supplier and at our discretion, provided such request is served on the bank on or before \_\_\_\_\_.

**Central Bank of India, DP&TB Department, Mumbai**

Failure on part of the supplier in this respect shall be treated as a breach committed by the supplier and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period. That, if the bank guarantee is not renewed for any reason whatsoever, on or before the expiry of this guarantee, entire amount guarantee shall become forth with due and payable to the beneficiary and the bank shall pay the amount to the beneficiary without any demur on a written demand.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the supplier and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the supplier or any other forbearance act or omission on your part or any indulgence by you to the supplier or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

We further agree that this Guarantee shall not be in any manner whatsoever affected by reason of change in constitution of the supplier or including but not limited to any Insolvency or Liquidation of the supplier nor will this Guarantee be in any manner whatsoever be affected by any merger, amalgamation or absorption of the beneficiary, the same shall be valid and effective for the beneficiary constituted by merger, amalgamation, absorption etc.

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 supplier 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 provision of this guarantee.

The words the supplier i.e. M/S \_\_\_\_\_, the beneficiary i.e. CENTRAL BANK OF INDIA, and ourselves i.e. \_\_\_\_\_, unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of any of the party undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing.

Our liability under this Guarantee is absolute, unconditional, irrevocable and unequivocal and this Guarantee is distinct and independent of any contracts between the suppliers and / or any contracts between Beneficiary and supplier. We further agree that the Bank's liability under this Guarantee and the beneficiary's right to recover the amount of this Guarantee from the Bank shall not be in any manner whatsoever be affected or prejudiced by reason of any dispute/s between the supplier and the beneficiary irrespective of whether any proceedings in respect of any such dispute/s has been instituted before any Court, Authority or Forum by whatever name of designation called anywhere in India.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).
2. This bank guarantee shall be valid up to and



3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

ANNEXURE-XIV

**UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER IN INDIA**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Sir

**Reg: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

We hereby undertake the following: -

1. We, M/s \_\_\_\_\_ are the Service Provider of \_\_\_\_\_ (Name of the Service), being offered to CENTRAL BANK OF INDIA through M/s \_\_\_\_\_ (Bidder’s Name), who is our authorized Partner/representative in India for supply of this Service.

2. We have Service Support center\* in India at following locations:

Sl. No	Full Address	Contact person Name	Designation	Contact Number
1				

3. We have support available to attend and resolve issues/calls within the TAT specified in SLA.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Bill of Material (BOM) of Offered Services**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400023

**Reg.: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

Sl.	Description of Services	Compliance (Yes / No)
A		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Other Information Related to any other Item (Please provide in tabular Format)

Yours faithfully,

**Date:**

**Place:**

**Signature of Authorized Signatory  
(of Bidder)**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Seal of Company:**

ANNEXURE-XVI

**Undertaking for Labour Laws Compliance**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Sir

**Reg: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products.**

We, M/s \_\_\_\_\_ undertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the date of this undertaking will ensure compliance for the contracted period (also in case enhance the same)

**Yours faithfully**

**Date:**

**Place:**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Escalation Matrix (Bidder)**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Sir

**Reg.: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**

We hereby submit the escalation matrix of our organization (M/s \_\_\_\_\_) “Reconciliation Application” related issues as following: -

Sl.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2				
3.	Escalation Level 3				
4.	Escalation Level 4				
5.	Escalation Level 5				

**Yours faithfully**

**Date:**

**Place:**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**CERTIFICATE FOR COMPLIANCE OF ORDER PP NO-1 GFR 2017 RULE 144 (xi)**

**RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**

**(To be provided on letter head by each Bidder)**

We M/s \_\_\_\_\_, OEM of \_\_\_\_\_ (item), having model No/version no/Service.: \_\_\_\_\_, offered in this RFP, through our authorized Service provider, M/s \_\_\_\_\_, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

**Service Provider Name:**

**Registered Address of the Bidder:**

<b>Shareholding structure of the OEM as on 31.03.2023</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

**Bidder’s Parent Company &/ Owner/Beneficial Owner Name:**

**Registered Address of the Bidder’s Parent Company:**

<b>Shareholding structure of the OEM’s Parent Company as on 31.03.2023</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**CERTIFICATE FOR COMPLIANCE OF ORDER PP NO-1 GFR 2017 RULE 144 (xi)**

**RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**  
**(To be provided on letter head of OEM)**

We M/s \_\_\_\_\_, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

**Bidder Name:**

**Registered Address of the Bidder:**

<b>Shareholding structure of the Bidder as on 31.03.2023</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

**Bidder’s Parent Company &/ Owner/Beneficial Owner Name:**

**Registered Address of the Bidder’s Parent Company:**

<b>Shareholding structure of the Bidder’s Parent Company as on 31.03.2023</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Central Bank of India, DP&TB Department, Mumbai**

**Certificate of Local Content**

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

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Ref.: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**  
**Dated: \_\_\_\_\_**

This is to certify that proposed \_\_\_\_\_ services as per scope of work mentioned in the commercial bid is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP and amended thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020 & Revision vide order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020.

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**  
**Counter-signed:**

**Bidder**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

(In case local content certificate is not applicable then Bidder need to share the certificate from Statutory Auditor/Cost Auditor for the same>

**Central Bank of India, DP&TB Department, Mumbai**

ANNEXURE-XX

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To:

Date:

Dear Sir,

**Ref: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products Dated: \_\_\_\_\_**

**Bidder Name:**

We, 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 (strike off whichever is not applicable), having its registered office at hereinafter referred to as “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that We have read the clause (**Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017**) 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, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- (b) We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false; this would be a ground for immediate termination and further legal action in accordance with law.

**Signature and Seal of the Bidder**

**Name of Authorized Signatory**

**Designation**

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

**Central Bank of India, DP&TB Department, Mumbai**

**Certificate for Tenders for Works Confirming MSME Status**

To:

Date:

Dear Sir,

**Ref: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**  
**Dated: \_\_\_\_\_**

**Bidder Name:**

We having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Dept. / PSU/ Others:.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

**Signature and Seal of the Bidder**

**Name of Authorized Signatory**

**Designation**

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

## Scope of Work

### Detailed Scope of Work

1. A Bidder should be a Service Provider for providing an end to end scalable Payment Reconciliation Solution/application or bidder who directly can provide the required solution. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work.
2. The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle WebLogic etc.) and Web Server (Oracle HTTP Server etc.) for Report, UAT at Data Centre, Data Centre and Disaster Recovery Site setup as per sizing required for the solution. The successful Bidder shall be responsible for supply of application & middleware required for application and integration. DC and DR setup will function as Active / Passive. The RTO and RPO requirement for DC DR Replication will be as per Bank's policy. Application and database to have separate instance for Bank. Bidder shall be responsible for end to end implementation at DC, DR or any of the location identified by the bank, these locations, if changed, the solution be implemented accordingly by bidder at no extra cost to the Bank.
3. The Bidder/OEM shall provide IT infrastructure site setup with proprietary license for all its servers, applications, software, database, OS, etc. Bidder/OEM shall not provide any freeware/outsourced application, software, OS, database, etc. without proper license support.
4. Bidder/OEM shall provide the facility wherein DC and DR can function alternate week or as per requirement of the Bank.
5. The project management will be done from Mumbai and implementation will be done at Mumbai.
6. The bidder should develop and submit a detailed project implementation plan indicating milestones and deliverables to Bank.
7. The project implementation plan will be monitored regularly and delay in achieving milestones and deliverables will be penalised.
8. The Solution involves business rules engine (to enable configurability), alert mechanisms and transaction / summary reporting-based system integrated with various organizational financial transaction-based Systems / Applications.
9. Transaction/ Summary reports generation: The solution should also generate Transaction/ Summary report/ Data files as per the format needed by Bank from time to time. Please refer to Table-1 for detailed specification on module wise generation of reports.
10. The application will include the following modules/products for transaction reconciliation, Settlement of net fund with network, resolution of complaints / dispute management for following type of transactions. **(Transactions include all financial transactions and Mandate related non -financial transactions).**

**CARD PAYMENTS (PREPAID /DEBIT/CREDIT/NCMC/Issuer/Acquirer/Onus etc.)**

<b>NETWORK</b>	<b>TRANSACTION</b>
ONUS	ATM/BNA Cash Deposit & Withdrawal
NPCI	NFS - ATM Cash Withdrawal Transactions (Issuer, Acquirer)
	RUPAY - PoS Issuer Transactions and Cash at PoS
	JCB - Japan Credit Bureau Card
VISA	ATM- ATM Cash Withdrawal Transactions (Issuer, Acquirer)
	e-COM - Issuer Transactions
	PoS - <b>Issuer</b> Transactions & Cash at PoS
MasterCard	ATM Cash Withdrawal Transactions (Issuer, Acquirer)
	e-COM - Issuer Transactions
	PoS - Issuer Transactions & Cash at PoS
	TRANSFER CARD TO CARD & MONEY SEND

**NON-CARD DIGITAL PAYMENTS etc.**

<b>NETWORK</b>	<b>TRANSACTION</b>
NPCI	IMPS - Transactions – (Inward/Outward) (P2P, P2A, P2M, M2P, P2U)
	IMPS - Foreign Remittance (Inward/ Outward)
	UPI - Transactions- (Inward/ Outward) (P2P, P2A, P2M, M2P, P2U)
	UPI - One Time e-Mandate Transactions
	UPI - e-Rupee
	UPI – Lite
	UPI - BBPS (Bharat Bill Payment System)
	UPI - ICCW (Interoperable Card Less Cash Withdrawal)
	UPI - ICD (Interoperable Cash Deposit)
	UPI - Foreign Remittance (Inward/ Outward)
	UPI - ASBA Mandate
	UPI – Any other requirement by Bank
	AEPS
BBPS	BBPS – All related transaction through any channel
Payment Aggregator / Payment Gateway	Transaction done on Aggregator Payment Gateway through Internet Banking of Central Bank of India
RBI Payment Applications	RTGS and NEFT Transactions
Digital Lending/ Recovery	PAPL, DIGITAL LENDING, DIGITAL LOAN PAYMENTS, DIGITAL OTS PAYMENTS, NADL, NeSL, etc.



RPA	The Bidder/OEM should be capable of handling the entire reconciliation process through 'Robotic Process Automation' (RPA) for end-to-end reconciliation process.
Others	NACH, e-NACH, DDM (Direct Debit Mandate), CBDC, Fastag, IPO, Reward points, Cash back, GL A/C reconciliation (Pool/Adjustment, Settlement, Income and Expenses Accounts, etc.) AND Any other financial transactions / non-financial mandate transactions needed to be reconciled in future.

9. The bidder in their proposal should provide details regarding Database Design, Data Dictionary, Table Structure, Application Programming Interface etc. to give the Bank, sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.

10. The Service provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially the CBS, Switch which uses oracle database, Customer Relationship Management (ICC CRM), complaint management module, RPA solution, etc. Any middleware if required for necessary integration needs to be provided by the bidder within the same quote given for entire solution.

11. Implementation site, if changed, will be informed to successful bidder.

12. The solution /application may be accessed from different locations. Solution provider (bidder) to ensure the same.

13. In case of version upgrade of application, DB, OS or any supporting software for compliance of regulatory / audit observations, bidder to undertake the same without any cost to the Bank and within timeframe as stipulated by the Bank.

14. Bidder must provide qualified fit & proper technical resources with proper background verification, having necessary technical qualification and expertise of the proposed solution onsite 24X7.

15. The Bidder will be the single point of contact to provide the solution to the Bank.

16. The selected Service Provider or bidder will provide the Bank a complete solution for all the modules including but not limited to supply, installation of required hardware & software.

17. Non-compliance penalty of NPCI or any other regulatory entity, applicable to Bank and Customer compensation for delayed reconciliation, delayed filings and beyond prescribed TAT (Turnaround time) will have to be borne by the bidder for reasons not attributing to the Bank and attributing to the Bidder. Penalty amount and customer compensation for such incidences will be recovered from the bidder. This would be part of Liquidated Damages.

18. At the end of contract period and / or as and when desired by the Bank, Bidder has to arrange for data/ process reverse migration to Bank or to new service provider, as & when finalized by the Bank free of cost.

19. Successful bidder will have to implement the project covering entire scope of the RFP, including all technical and functional specifications as specified in the RFP within stipulated timeline.

20. The live data would be provided to the selected service provider for running the processes during testing period. The selected service provider will confirm that functionality provided is as per the RFP scope, data migration and processing speed is proper, the results produced by their application are correct

21. Bidder has to obtain UAT sign off from bank team for each product/module. The Successful bidder team will perform parallel run of the various functionalities for at least 30 days and fix bugs, anomalies, gaps with respect to processes being followed as per Banks and RFP requirement. The complete manpower will be deployed from parallel run itself. The system will be considered GO Live only after GO Live signoff by bank after successful parallel run and fixing of all issues/bugs/observations.

## 22. ESCROW ARRANGEMENT

The Bidder should agree to provide the source code of the complete solution or agree for Escrow arrangement in following manner:

The bidder shall provide the source code of the solution or provide escrow mechanism for the source code of the proposed complete Software Solution for rendering the services including customizations done, in order to protect the Bank's interest in an unexpected eventuality. The software should be periodically tested and latest version is to be kept under Escrow periodically. Cost of the escrow arrangement to be borne by the Bidder. Contract will be signed on mutually acceptable terms with Bank and escrow agent. 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. Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.

23. Turnaround time: The proposed solution for any module / product reconciliation should take a maximum half hour from the time of receiving the data files from all the required sources and complete end-to-end reconciliation beginning from placing the raw input files, processing, generation of output reports, etc. This would be the part of SLA.

24. Bank shall decide the frequency of reconciliation channel wise.

25. Bidder to factor the license cost of the solution for all the modules in the scope for UAT as well as production including DC and DR.

26. Bidder should have an escalation and support matrix for timely resolution of system complaints.

27. Bidder should provide end to end set up of Production (DC), DR, Report Server (MIS Server), UAT (User Acceptance Test) cum Development setups. UAT setup shall be near replica of the production setup at all times.

28. Bidder shall be responsible for proper sizing and requisite implementation of solution at DC & DR Site of Bank with fail-over provision.

29. Bidder to ensure that the application should be designed with redundancy in mind to ensure nil impact by failure of one or more components/servers or software in Production environment.

30. Bidder to provide training to Bank Team for identified processes as and when required.

31. The Solution provided by the Service Provider should have the necessary interface to integrate with CBS for posting transactions/ Trickle Feed / Bulk Upload / TTUM files posting through STP/API. The message format shall be as specified by the bank.

32. The Solution should have the capability to build rules, set parameters, identifiers specified for each product / module and generate the output report after reconciliation based on the configuration specified for the particular product / module.

33. The application should be capable of reading and storing the opening and closing balances of the pool/GL accounts on all reconciliation days. Any difference in the closing balance of the previous day and the opening balance of the present day for which reconciliation should be recorded in the daily dashboard for each product.

34. The application should be capable of reading the CBS file of the respective pool/GL accounts and generate the arrived balance which is the net sum of the debit and credit entries in the respective pool/GL account. This arrived balance should be recorded in the daily dashboard for each product.

35. The system should offer an intuitive and event-driven visual display of reconciliation statuses and outcomes.

- i. Aging summary
- ii. Match gradation summary
- iii. Recon Execution
- iv. Scheduled recons
- v. Recon Exception Summary
- vi. Recon Summary. All unmatched items can be viewed separately in unmatched transaction details screen. In the 'Reason for Mismatch' column, the reason for exception should be listed. Manual matches should be available at exception screen where matching can be performed manually on the operations screen using 'Force Match', 'split', 'merge', etc. options with approval flow.

36. The Service provider / bidder should have compulsorily implemented ATM, UPI and IMPS modules which should be running successfully for one year in last three years.

37. The bidder should have provision for cloud services, if required in future.

38. Bidder application should have the Utility/API to pull the files from NPCI, MasterCard, Visa, RBI and any other service provider Domain SFTP Location or web portal to the server location and decrypt the same. Same would be applicable to NPCI, MasterCard, Visa, RBI and any other service provider files uploaded for filling in their respective portal.

39. The application should have the ability and provision to handle multiple integration from upstream to downstream. It should have ability to automatically import file, data from database and remote locations.

40. The application should be capable to source diverse forms of data formats and perform data processing such as validations and enrichment.

41. The application should have the ability to define a fully automatic reconciliation process or jobs, which needs to be executed/ triggered manually/ automatically at specified time during any time period of an accounting cycle like hourly/weekly / Intraday etc.

42. The application should enable User Interface driven configuration of rules for reconciliation. The application should have the ability to schedule events using an inbuilt scheduler which can load feeds, trigger recon and generate reports automatically.

43. The application should support integrated data extraction, mapping and integration tools.

44. The application should be able to handle increase in volumes as per the projected sizing & periodic review.

45. The application should enable transformation of Data that is uploaded in the solution and enrich the same for reconciliation
46. The application should have the ability to reconcile multiple files with one single reconciliation
47. The application should have the capability to define matching scenarios which could be simple or multi-level matching. The application should be able to perform diverse matching methods such as one to one, many to many, many to one, one to many.
48. The application should support multi-way (recon between more than 2 systems), multi-level and conditional based matching.
49. The application should be able to display and support follow-up jobs on unmatched transactions. The application should be able to generate and manage dashboard that is dynamic & customizable and gives information plus monitors & tracks exceptions till resolution / closure. The application should perform force matching of unmatched transactions and also configure it for a four-eye check.
50. The application should support role-based access.
51. The application should carry unmatched records to next day for reconciliation and ability to specify the number of days to carry forward. The application should handle complex business rule with regards for consolidation/reconciliation. The application should carry out real time matching.
52. Solution provided should be scalable as per future projection of transaction of the Bank and such scalability shall be reviewed by Bank on half yearly basis. Accordingly bidder shall make arrangement for such scalability hardware requirement at no additional cost to the Bank.
53. API Integration of Reconciliation Vendor Portal with Banks' CRM/Complaint management portal etc. for sharing/processing of complaints and status of complaints and with any other portal as per Bank's requirement.
54. MIS Data – Daily, Weekly, Monthly, Annually, for Audit purposes and Adhoc reports as per Banks' requirements.
55. Handling of Complaints at 1st level – Closure of Complaint Dockets, responding to mails from Branches/Regional Offices/Zonal Offices/Authorities/ Customers/Vendors etc. as per Bank's requirement.
56. CCTV Footage – Preservation and Follow up with CCTV Vendors/Banks' Regional Offices/Zonal Offices for
  - i. Complaints Received/Rejected
  - ii. Suspected cases
  - iii. Decision of fate of suspected transactions on the basis of CCTV
57. Bidder will be contractually liable for the performance and risk management practices of its sub-contractors.
58. The Bidder/OEM should be capable of handling the entire reconciliation process through 'Robotic Process Automation' (RPA) for end-to-end reconciliation process.
59. RPA Solution should be able to automate multiple set of processes spanning over various fields of reconciliation. Such processes shall typically require the bots to access multiple systems, excel workbooks, web portal and system generated dumps etc. in various steps and subsequently fetch, populate and generate data fields based on intermediate responses.

60. Bidder / OEM shall ensure data consistency, data output, data security and data control for the services identified for RPA.

61. Bidder / OEM shall be responsible to provide best practice approach for process design, configuration, deployment etc. of RPA.

**Hardware, O/S and Database Requirement**

1. Hardware, O/S and Database Requirement, says: Bidder shall provide Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle Weblogic etc.) and Web Server (Oracle HTTP Server etc.).
2. The bidder shall arrange licensed copy of the software/application without any additional cost to the bank.
3. The bidder should provide required hardware/end to end set up with the following indicative volumes of transactions, for Primary (DC) and DR site. Network wise indicative transaction taking place per quarter for Bank is as under:

(Count - Figures in Crore)

Sl.	Network	2024-25	No. of transactions projected per year (approx.)				
			2025-26	2026-27	2027-28	2028-29	2029-30
1	ATM Transaction for all network (Visa, MasterCard and Rupay)	17.50	19.25	21.25	23.25	25.50	28.00
2	POS and E-Com	2.25	2.50	2.75	3.10	3.40	4.00
3	UPI	330.00	460.00	640.00	890.00	1240.00	1730.00
4	IMPS	18.00	20.00	22.00	25.00	28.00	32.00
5	AEPS	4.00	4.50	5.00	5.50	6.00	6.60
6	BBPS	0.90	1.00	1.10	1.25	1.40	1.60
7	PA/PG	1.50	1.75	2.00	2.35	2.75	3.40
8	NEFT/RTGS	2.50	2.75	3.00	3.30	3.65	4.00
9	DDM/NACH	3.20	3.50	3.90	4.40	5.00	5.75
10	Fastag	1.50	1.65	1.80	2.00	2.25	2.50
11	Others	1.50	2.00	2.50	3.00	3.50	4.00
	<b>Total</b>	<b>382.85</b>	<b>518.90</b>	<b>705.30</b>	<b>963.15</b>	<b>1321.45</b>	<b>1821.85</b>

4. The following considerations need to be taken by the successful bidder for hardware installation:
  - a) The hardware is to be configured in HA mode (high availability) at both DC and DR along with a UAT and MIS setup at DC. The DR setup should be exact replica of the DC setup. The hardware must include Application server(s) (at both DC and DR), Database server(s) (at both DC and DR), Web server(s) – (at both DC and DR), Server(s) for development and testing environment (only at DC), SAN storage volume at both DC & DR, any other hardware component required as part of the solution. The sizing needs to be done based on Bank's requirements and scalability.
  - b) Compliance to specifications mentioned in the RFP and any regulatory or statutory requirement.
5. The Bidder shall be responsible that the hardware deployed for the Solution is adequate to fulfil Banks requirement and is as per the Industry best practices.

ANNEXURE-XXII

Certificate for Undertaking of Withdrawal of Services

Dated:

**RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**

We refer to the captioned RFP issued by CENTRAL BANK OF INDIA (CENTRAL BANK OF INDIA) in which we, \_\_\_\_\_ have participated as a bidder.

In terms of the Provisions of the captioned RFP, any of the services mentioned under the Scope of Work (Annexure XXI of RFP) can be withdrawn, fully or partially, by CENTRAL BANK OF INDIA by giving a notice of 30/60/90 days at any time during the contract period. We understand that the restriction to terminate the contract within the half of the contract period shall not in any way restrict the right of CENTRAL BANK OF INDIA to withdraw any service at any time during the contract period with the mandated 30 days’ notice.

3. We understand that the right to withdraw any service during the tenure of the Contract is without prejudice to any other provision of the RFP and we undertake not to dispute any such withdrawal of service or claim any commercials for the service(s) withdrawn.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2024.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**PENALTY CLAUSE**

**a. Penalties for Delay/Defect in delivery and implementation**

Penalty for delay in implementation: If the bidder fails to implement the application/solution as per Bank requirement within 90 days from the date of Bank's go ahead on FSD document, penalty of 1% of Total Cost of the Project per week shall be charged or part thereof subject to maximum of 10%. Beyond that Bank may invoke the Bank Guarantee/ Blacklist the Bidder or both. In case bidder does not complete the integration within timelines, then Bank may terminate the contract and invoke the Bank Guarantee or blacklist the bidder for a period of two years for further participation in Banks RFP or both.

**b. Penalty for Downtime:**

For downtime of solution due to which Bank is not able to do the reconciliation or handle chargebacks, Bank shall deduct the penalty as under:

Monthly Uptime	Penalty in % of total project cost (notional value) *
>=99.95	0
> 99.50 to < 99.95	1%
> 99 to <99.50	2%
> 98 to <99	5%
> 97 to <98	10%
Below 97	20%

\*Notional value = Average of Last 6 months billing cost

If different instance of downtime in a day cumulatively falls under above bucket, then Bank will also impose the penalty as per penalty mentioned in above table.

Penalty for downtime shall be calculated module wise and thereafter consolidated as downtime for the whole solution. If system/ application/ functionality is down for specific module(s), then it will be considered partial downtime and penalty (ies) shall be applicable for the impacted module(s).

**c. Penalty for Onsite Technical Support**

In case Onsite Technical support, i.e. L1, L2 and Database Administrator not provided by the bidder within 1 month from letter of intent or PO then Bank may invoke the Bid Earnest Money/Bid Security Declaration and Bank Guarantee.

In case of Staff required for day to day operations as per UAT signoff of the modules of the solution not deployed within 1 week of the Go-Live of the modules of the solution.

Bidder shall arrange the alternate resource in case of absence of the Onsite Technical Support L1, L2 and Database Administrator. In case of Onsite Technical Support L1, L2, Database Administrator and staff for daily operational activities is not present in Bank and there is no alternate resource then Bank shall deduct payment of Rs. 5000/- per resource per day from monthly payments on pro rata basis.

**Central Bank of India, DP&TB Department, Mumbai**

**d. Penalty for delay in reconciliation:**

The Service Provider is to reconcile the transactions and resolve the complaints of the customers within the TAT defined by regulatory / statutory / NPCI. The Intermediary/Pool Accounts are to be reconciled within T+7 days. In any case, the period of reconciling of ATM Accounts and Intermediary Accounts/ Pool accounts should not go beyond TAT/T+7 days respectively. Service provider to provide the MIS, related to the time taken for reconciliation done for the ATMs/ Transactions.

In case of delay in reconciliation for the accounts mentioned below, penalty would be imposed on the Service Provider for the un-reconciled accounts due to the reasons attributable to the Service Provider, as decided by the Bank, as under:

<b>ATM/BNA Accounts/ Sundry ATM – Suspense ATM/ Sundry CIT – Suspense CIT Reconciliation</b>	
Period of 5 days from date of transaction	Nil
Beyond 5 days' penalty would be chargeable, on proportionate basis, from the date of transaction as under:	<b>Amount of Penalty chargeable from date of transaction</b>
6 days to 30 days	<b>Number of ATMs un-reconciled</b> x {Number of days since un-reconciled (beyond 5 days up to 30 days) x Rs.100/-}
31 days to 60 days	<b>Number of ATMs un-reconciled</b> x {Rs2500 + Number of days since un-reconciled (beyond 30 days up to 60 days) x Rs.200/-}
61 days to 90 days	<b>Number of ATMs un-reconciled</b> x {Rs 2500 + Rs 6000 + Number of days since un-reconciled (beyond 60 days upto 90 days) x Rs.300/-}
Beyond 90 days	<b>Number of ATMs un-reconciled</b> x {Rs 2500 + Rs 6000 + Rs 9000 + Number of days since un-reconciled (beyond 90 days) x Rs.500/-} <b>For Example:</b> If period of reconciliation is 95 days and <b>Number of Sharing Settlement Accounts un-reconciled is 100</b> , then penalty will be =100x {Rs2500+Rs6000+Rs9000+5xRs500} = Rs 20,00,000/-
<b>Sharing Settlement/ Pool/ Intermediary Accounts Reconciliation</b>	
Period beyond 7 days and up to 1 month	<b>Number of Sharing Settlement Accounts un-reconciled</b> x Rs 1000 x number of days (beyond 7 days up to 30 days)
Period beyond 30 days	<b>Number of Sharing Settlement Accounts un-reconciled</b> x {Rs 15000 + Rs 2000 x number days (beyond 30 days)} <b>For Example:</b> If period of reconciliation is 35 days <b>Number of Sharing Settlement Accounts un-reconciled is 100</b> , then penalty will be = 100 {Rs 15000 + Rs 2000 x 5} = Rs 25,00,000/-

Penalty for compliance shall be applicable for UPI and IMPS as mentioned in NPCI latest and revised circular regarding enabling non-compliance penalty.

In addition to above any non-compliance penalty imposed Network service provider (Master Card, VISA and Rupay) and regulatory bodies (RBI, NPCI etc.) shall be applicable. Further, this penalty shall be applicable over and above the other penalties and no cap shall be applicable on penalty for compliance. These penalties shall be applicable as per guideline in force subject to change from time to time.

The penalty would be calculated as on the 1st day of every month and would be subject to the cap of 50% of the billing amount for the Reconciliation activity for that particular month. This capping of penalty shall not be applicable on penalty attributed on account of account reconciliation, Non-compliance penalty and any other penalty imposed by the regulators.

RBI has presently prescribed that the complaints of the customers for wrongful debit of account/failed transactions be resolved maximum within 5 calendar days from the date of transaction. In case the complaint is not resolved within the time prescribed by RBI, compensation of Rs.100/- per day for delay, irrespective of the amount of transaction, is to be paid to the customer without any claim from the customer. The Service Provider is to comply with the instructions/guidelines of RBI and any penalty/compensation levied by RBI or any other regulatory authority from time to time in this regard will be borne by the Service Provider due to the reasons attributable to the Service Provider, as decided by the Bank. The Service Provider has to comply with all regulations, present and future, as prescribed by the Regulatory authorities.

The Service Provider will also be liable to bear the actual loss on account of wrongful/excess credits or wrong/delayed reporting in reconciliation activities undertaken by the Service Provider due to the reasons attributable to the Service Provider, as decided by the Bank.

For any unapproved / uninformed downtime of more than 30 minutes will attract penalty of Rs. 10,000/- per hour beyond the first 30 minutes.

**e. Penalty for Damaging Bank's Asset**

Any damages to the Bank's assets due to negligence of services provider will be recovered on actual basis from the bills payable to service provider.

If the **SERVICE PROVIDER** fails to complete the due performance of the contract in accordance to the specifications and conditions agreed, the Bank reserves the right either to cancel the contract or to accept performance already made by the SERVICE PROVIDER. The Bank reserves the right to recover an amount as deemed reasonable, as Liquidated Damages for non-performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

Any damages to the Bank's assets due to negligence of services provider will be recovered on actual basis from the bills payable to service provider.

If the **SERVICE PROVIDER** fails to complete the due performance of the contract in accordance to the specifications and conditions agreed, the Bank reserves the right either to cancel the contract or to accept performance already made by the SERVICE PROVIDER. The Bank reserves the right to recover an amount as deemed reasonable, as Liquidated Damages for non-performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

1. If, however, there are recurrent instances where Bank had to resort to penalty of 50% regularly, Bank at its absolute discretion may cancel engagement / orders as a whole and would ask the vendor to remove its services within 30 days with continuation of services from such site/s till Bank makes arrangement for alternate vendor. The decision of the Bank will be final and binding on the vendor and the vendor will have no recourse in such cases.
2. Beyond this bank shall also have the option of cancelling the orders/or invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both bidder/bank.
3. If there is any loss to the assets due to negligence on part of the bidder, he shall be held liable for the same & Bank shall recover the same from the bidder.

**Calculations for levying of penalty will be done by Head Office every month and on the basis of those calculations, payment shall be released on the basis of yearly/monthly invoice submitted by the successful bidder.**

**Monthly applicable amount shall be fixed on the basis of annual ATS & OTS payment derived through RFP. (i.e. monthly applicable amount = Annual ATS & OTS amount/12)**

**Exclusions for downtime and penalty calculations:**

- a. Any communication/ connectivity issue/ LAN issue and related downtime not attributable to the service provider
- b. Vandalism/damage by unauthorized person
- c. Natural calamity and Force Majeure
- d. Planned/scheduled maintenance including preventive maintenance

**Maximum Cap on penalty**

Maximum penalty cap shall be 50% of the monthly payment. If calculated penalty remains equal to and more than 50% for a period three consecutive months, than Bank shall terminate the contract, without any notice.

This capping of penalty shall not be applicable on penalty attributed on account of account reconciliation, Non-compliance penalty and any other penalty imposed by the regulators and network service providers (i.e. NPCI, VISA and MasterCard)

Every instance wherein penalties are levied up to the above capped percentage for regular two months would be considered by Bank as one of the grounds for cancellation of contract.

**Central Bank of India, DP&TB Department, Mumbai**

### Uptime

Bidder shall maintain minimum uptime of 99.95% in each month. If solution remains down or providing the improper output (which are not as per the switch feeds) for more than 4 hours, then solution shall be deemed as down for a whole day. Uptime of tool shall be calculated as under:

Maximum Uptime in a month: 100%

Uptime per day: 3.33%

If solution remains down for more than 4 hours, then downtime of a day shall be calculated as 3.33%.

Once on board of the services and associated applications, the services should be available on all working days & holidays 24 hours and hence any technical problem should be resolved as per the response Time Matrix given below.

Sl. No.	Severity	Severity Description Support for Software Solution	Response Time	Resolution Time
1	Severity 1	If the call is pertaining to complete disruption of services resulting in non-functioning of application /Solution. The operation is mission critical due to major disruption.	Within 30 Min of incident.	Within 1 Hr. of incident.
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of incident.	Within 2 Hrs. of incident.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of incident.	Within 4 Hrs. of incident.

**ANNEXURE-XXIV**

**PARAMETERS REGARDING SECURITY CONTROLS**

Sl.	Required Controls	Mandato ry	Complia nce (Yes/No)
1	Whether Bidder has information security policy in place with periodic review	Yes	
2	Whether Bidder has operational processes with periodic review in following areas: a) Business continuity management b) Backup Management c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes	Yes	
3	Whether Bidder has instituted proper documented change management process	Yes	
4	Whether Bidder has proper documented policy and process of incident management/ response	Yes	
5	Whether Bidder ensures that no unwarranted, illegal, and fraudulent misuse of data shared by the Bank	Yes	
6	Whether Bidder monitoring their system and operations regularly.	Yes	
7	Whether Bidder's ensures synchronization between DC & DR server.	Yes	
8	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.	Yes	
9	Whether PADSS certification of the offered solution is available	Yes	
10	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.	Yes	
11	Bidder will ensure security posture of their application.	Yes	
12	Whether quarterly vulnerability assessment and penetration testing is being done by the Bidder for its Software.	Yes	
13	Whether suitable security certification (ISO, PCI-DSS etc.) of the offered solution is available.	Yes	
14	While sharing the data, whether Bidder is agreeable to encrypt the same as per industry best standards with robust key management.	Yes	
15	Whether Bidder is agreeable to completely erase the data after processing	Yes	

	at their end, if so permitted to be stored.		
16	Whether Bidder is agreeable to store the data with encryption (Data at rest encryption), if storing is permitted in RFP.	Yes	
17	Whether Bidder is agreeable to get the data storage technology (Servers /Public Cloud/ Tapes etc.) appropriately reviewed by the Bank.	Yes	
18	Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.	Yes	
19	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	Yes	
20	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	Yes	
21	Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.	Yes	
22	Whether Bidder is agreeable to provide the process by which segregation of user accounts, database, backup, application admin and support account activities is achieved.	Yes	
23	Whether the Bidder is agreeable to store the archived data in a manner that it will not be available over internet in any case and will have restricted access.	Yes	
24	If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.	Yes	
25	Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.	Yes	
26	Whether controls have been put in place for PKE keys, if stored locally for providing access to privileged user access only.	Yes	
27	Whether bidder is having system in place for proper log generation, storage, management and analysis?	Yes	
28	Whether bidder is maintaining all Web, Application, DB, Configuration and User access logs for forensic readiness?	Yes	
29	Whether bidder is maintaining logs for privileged access to their critical systems?	Yes	
30	Bidder is required to store data on cloud in India only. Bidder to submit compliance certificate from auditor yearly.	Yes	

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Central Bank of India, DP&TB Department, Mumbai**

ANNEXURE- XXV

NON DISCLOSURE AGREEMENT

This Agreement made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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

Vendor 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"). This NDA is executing for the purpose of-----

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.

1. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

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

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

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

5.Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The

Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

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

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

8. Entire Agreement, Amendment, 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.

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 etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized Signatory:

Designation:

For and on behalf of CENTRAL BANK OF INDIA

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

Designation:

**UNDERTAKING FOR SUFFICIENT TECHNICAL STAFF**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Sir

**Reg.: RFP of “Reconciliation Application under Opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**

We, M/s \_\_\_\_\_ are the OEM of the software which are being offered to CENTRAL BANK OF INDIA by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP :-

We have sufficient number of technical skilled staff for implementation of the Reconciliation solution as per requirement of Bank and should be able to deliver and support the Proposed Solution during the contract period with in TAT.

We have sufficient number of skilled staff for carrying out day to day operational activities after implementation of the solution.

<b>Implementation Team Profile</b>	
<b>Vendor Implementation Capability</b>	
<b>Requirement</b>	<b>Response</b>
Current strength of employees in the vendor organization with experience on the proposed solution.	
Current strength of employees in the vendor organization with experience in similar projects.	
Does the team possess in-depth knowledge of the industry and is thereby capable of bringing independent market knowledge to the bank?	
Certifications possessed by the Bidder in connection with	

**Central Bank of India, DP&TB Department, Mumbai**



the quality of internal processes and services delivered/ methodology used in delivery.	
Approach to ensure adequate quality control throughout the course of the project	
<b>Team Profile</b>	
<b>Name</b>	<b>Response</b>
Designation	
Professional Qualifications	
Experience with the bidding firm	
Experience with other companies	
Membership in any professional body	
Details of projects handled with details of client, representing which organization, as member of the team or team leader etc	

**Note:**

- Include details of team members who will be involved in the project.
- Relevant experience refers to the experience of the employee on either exactly the same product / set of products being proposed or on similar projects.
- Proposed team structure with count, profile and skills to be provided by bidder along with proposed solutions profile, skills, etc. to be provided in RFP response.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Sir

**Sub: Hardware and Other Components Detail**

**Following items i.e. hardware, components, peripherals, servers, storage space, Data base, all types of Licenses related to hardware or software and any other component (related to Software & Hardware):**

Sl.	To be deployed at (DC/DR /UAT/MIS)	Hardware type & Model	No. of Units	Specification/ Configuration	Justification
1					
2					
3					
4					
5					
6					
7					

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

ANNEXURE- XXVIII

**UNDERTAKING FOR BUG FREE SOFTWARE**

To  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

Sir

**Reg.: RFP of “Reconciliation Application under opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**

We, M/s \_\_\_\_\_ are the OEM of the software which are being offered to CENTRAL BANK OF INDIA by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP:

**“The Software supplied by us is free from bugs, malware, covert channels in code etc.”**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**BID SECURITY DECLARATION**  
(On Company Letter-head)

To,  
The Asst. General Manager  
Central Bank of India  
Digital Payment & Transaction Banking Department,  
1<sup>st</sup> Floor, MMO Building, Homi Modi Street,  
22, Fort Mumbai – 400 023

**Ref: RFP of “Reconciliation Application under opex model along with manpower for operational and technical activities” for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products**

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 5 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Notification
  - (a) of cancellation of the entire tender process or rejection of all bids at Bank’s Website or
  - (b) of the completion of tender at Bank’s website or
- 2) forty-five days after the expiration of bid validity any extension to it.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Central Bank of India, DP&TB Department, Mumbai**

**PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be stamped in accordance with stamp act)

Ref: **Bank Guarantee Date**

The Asst. General Manager

Central Bank of India

Digital Payment & Transaction Banking Department,

1<sup>st</sup> Floor, MMO Building, Homi Modi Street,

22, Fort Mumbai – 400 023

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_ Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called 'bidder') wish to participate in the said bid for RFP of "Reconciliation Application under outsourcing model along with manpower for operational and technical activities" for End-to-End Implementation of Universal Reconciliation System & Dispute Handling Process for Digital Banking Channels & Products for CENTRAL BANK OF INDIA.

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to CENTRAL BANK OF INDIA (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_ /- Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_.

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by CENTRAL BANK OF INDIA, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from \_\_\_\_\_, on whose behalf guarantee is issued.

"Not -withstanding anything contained herein above.

1. Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

**Central Bank of India, DP&TB Department, Mumbai**



## RFP for Reconciliation

2. This Bank guarantee shall be valid up to \_\_\_\_\_ (Date of validity of guarantee).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before \_\_\_\_\_ (Claim Date).

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2025 at \_\_\_\_\_.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Guidelines on Banning of Business Dealing

#### 3.1. Introduction

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

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

#### 3.2. Scope

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

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

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

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

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

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

3.2.7 The banning shall be with prospective effect, i.e., future business dealings.

#### 4. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

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

a) For Bank (entire CENTRAL BANK OF INDIA) while Executive Director (DP & TB) shall be the "Competent Authority" for the purpose of these guidelines, MD & CEO, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/ coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Director's Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with MD & CEO, as First Appellate Authority.

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

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the 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 Business Support Department (DP & TB) shall be the Competent Authority and concerned Executive Director (DP & TB) shall be the "Appellate Authority".

e) MD & CEO, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

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

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

#### 5 Initiation of Banning/ Suspension

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

#### 5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating

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

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants/ Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (DP&TB), 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 (DP & TB) 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, DP & TB to place it before Executive Directors Committee (EDC) with ED (DP & TB) 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, DP & TB.

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, DP & TB.

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

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

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

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

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

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

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

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

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

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

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

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

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI/ Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

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

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies tampers or damages the Bank's properties including land, water resources, forests/ trees, etc.

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

## 7. Banning of Business Dealings

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

7.2 There will be a Standing Committee in each Zone to be appointed by Zonal Head 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 DP & TB, BSD & Law. Member from DP & TB 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 (DP & TB) through the Zonal Head setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. DP & TB 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 Zonal Head for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (DP & TB) 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 (DP & TB) 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 (DP & TB) 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, DP & TB to place it before Executive Directors' Committee (EDC) with ED (DP & TB) 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, DP & TB.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (DP & TB) 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 (DP & TB) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (DP & TB).

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 defence.

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 is made a part of the tender documents.

**IMPORTANT INSTRUCTION FOR SUBMISSION OF BID**

1. The technical bid should be submitted online in GeM portal.
2. All Annexures must be on the letter head of the Bidder. All documents, addressed to the Bank, should be submitted in Original.
3. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
4. Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.
5. All supporting documents must be submitted in readable form.
6. Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.
7. Submission of commercial bids: The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid, except in the commercial bid which is to be submitted online only GeM portal.

**CHECKLIST (FOR DOCUMENT SUBMISSION)**

Sl.	Particulars	Submitted (Y/N)	Page No
1.	Proof of Payment of RFP Cost		
2.	Certificate of Incorporation		
3.	Power of Attorney and Copy of Board Resolution		
4.	Audited Balance Sheets & Profit & Loss Statements		
5.	Terms and Conditions Undertaking (Annexure-I)		
6.	Undertaking By The Bidder (Annexure-II)		
7.	Compliance To Eligibility Criteria Undertaking (Annexure III)		
8.	Bidders Information (Annexure-IV)		
9.	Compliance Statement (Annexure-V)		
10.	Performance certificate(Annexure-VI)		
11.	Litigation Certificate (Annexure – VII)		
12.	Undertaking For Non- Blacklisted (Annexure – VIII)		
13.	Turnover Certificate by CA(Annexure-IX)		
14.	Technical Specification (Annexure-X)		
15.	Performa for Integrity Pact (Annexure-XII)		
16.	Performa For The Bank Guarantee (Annexure-XIII)		
17.	Undertaking For Having Service Support Centre In India Being The OEM Of The Offered Solution/Services (Annexure-XIV)		
18.	BOM Of Offered Solution / Product / Hardware/ Services(Annexure –XV)		
19.	Undertaking For Labour Laws Compliance (Annexure-XVI)		
20.	Escalation Matrix (Both OEM & Bidder) (Annexure-XVII)		
21.	Certificate Regarding RFP (Annexure-XVIII (a))		
22.	Certificate Regarding RFP (Annexure-XVIII(b))		
23.	Certificate Of Local Content (Annexure-XIX)		



24.	Certificate For General Financial Rules Compliance (Annexure-XX)		
25.	Scope Of Work (Annexure-XXI)		
26.	Certificate For Withdrawal Of Services(Annexure-XXII)		
27.	Penalty Clause(Annexure-XXIII)		
28.	Parameters Regarding Security Controls (Annexure-XXIV)		
29.	Non-Disclosure Agreement (Annexure-XXV)		
30.	Undertaking For Sufficient Technical Staff (Annexure-XXVI)		
31.	Hardware and other components (Annexure-XXVII)		
32.	Undertaking For Bug Free Software (Annexure-XXVIII)		
33.	Bid Security Declaration (Annexure- XXIX)		