



**Request for Proposal for
Appointment of Technical Consultant
for
“CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and
other allied IT Services”**

Tender Reference No.

GEM/2026/B/7370708

Date: 18/03/2026

Central Bank of India
Department of Information Technology,
Sector 11, CBD Belapur, Navi Mumbai-400614

Definitions and Abbreviations

AI	Artificial Intelligence
Bank	Central Bank of India
BCP	Business Continuity Plan
BOM	Bill of Materials
CBS	Core Banking Solution
CVC	Central Vigilance Commission
DC	Data Centre
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
FY	Financial year
GST	Goods & Service Tax
HLD	High Level Design Document
IT	Information Technology
LLD	Low Level Design Document
MAF	Manufacturer Authorization Form
MSME	Ministry of Micro, Small & Medium Enterprises
NDC	Near Data Centre
NDR	Near Disaster Recovery
NEFT	National Electronic Funds Transfer
NPA	Non-Performing Asset
NDA	Non-Disclosure Agreement
OEM	Original equipment manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
PMO	Project Management Office
PSE	Public Sector Enterprise
PSU	Public Sector Undertaking
RBI	Reserve Bank of India
RFP	Request for Proposal
RRB	Regional Rural Bank
RTGS	Real Time Gross Settlement
SOP	Standard Operating Procedures
SP	Service Provider
SLA	Service Level Agreement

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Section-1

Tender Details

Request for Proposal (RFP) for Appointment of Technical Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT services

1. Introduction:

Central Bank of India, herein after referred to as the “Bank”, is a leading Public Sector Bank established in the year 1911. The equity shares of the Bank are listed in both Bombay Stock Exchange/ National Stock Exchange. The Bank is having its Central Office at Chander Mukhi, Nariman Point, Mumbai– 400021. & it’s Customer Care Department at 2nd floor, MMO Building, Fort, Mumbai 400001. Bank has completed 114 years of its service to the Nation and its millions of satisfied customers with technology-oriented bouquet of user-friendly services and in the field of IT we are known for providing new innovative and customer friendly services. The Bank has pan India presence through its wide network of more than 4685 plus branches, 14 Zonal Offices, 90 Regional Offices spread across the country as on 31.03.2025. The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector.

Bank invites online tender offers (Technical offer and Commercial offer) from eligible, reputed Bidders for Appointment of Technical Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services. The Contract Period shall be for 3 years.

Core Banking System of the Bank is on B@ncs24. Applications like SDR, LLMS, EFRMS, Trade Finance, e-treasury, Internet Banking, Cent eeZ etc. are in place.

2. Disclaimer

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

This RFP Document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP document is to provide the Bidders(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent information.

Bank makes no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. All such modifications, updates and amendments will be part of the RFP.

Bank reserves the right to reject any or all the bids / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Bank in this regard shall be final, conclusive and binding on all the parties.

Bank also reserve the right to cancel, withdraw, modify or re issue the RFP at any stage without assigning any reason.

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

3. Invitation for Tender Offer

Central Bank of India (hereby referred “Central Bank of India” or “Bank”) invites offer for Technical bid (online) and Commercial bid (online) from suitable eligible consulting bidders. In this RFP document, the term “bidder/vendor/prospective bidder/ project management consultant” refers to the primary bidder responsible for delivering products/ services mentioned in the scope of work in this RFP document. The details are given below:

Tender Reference Number	GEM/2026/B/7370708
Date of RFP Issue	18/03/2026
Bid Security (EMD)	₹20,00,000/- (Rupees Twenty Lakh Only) in the form of Bank Guarantee issued by a Scheduled Commercial Bank other than Central Bank of India for the entire period of Bid validity (120 days) plus 3 months or by means of Banker's Cheque / Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2026/B/7370708 in favour of “Central Bank Of India” and payable at Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	ittech@centralbank.bank.in cmitpso@centralbank.bank.in , smitpurchase@centralbank.bank.in latest by 25/03/2026 up to 11:00 hrs. Queries to be submitted with Proof of remittance of document/Tender cost (If required).
Date and time for Pre-Bid Meeting,	25/03/2026 at 15:00hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	16/04/2026 up to 15:00 hrs. Mode-Online Government e Marketplace (GeM)
Time & Date of Opening of technical bids	16/04/2026 at 15:30 hrs.

Response Types	1. Technical Bid + Bid Security 2. Commercial Bid
Address for Communication	General Manager-IT Central Bank of India Department of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614 <u>Mail address:</u> ittech@centralbank.bank.in cmtpso@centralbank.bank.in , smitpurchase@centralbank.bank.in
Contact Telephone Numbers	022- 27582301, 022-67123669

The pre bid meeting will be held in person with the bidders. For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID within stipulated time as mentioned in the below format :

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

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are Startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/Startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost (If required), will be disqualified.

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

The Successful Bidder shall be the single point of contact for all services offered, as described in the scope of work, and will be fully responsible for the overall delivery, project management and co-ordination with different stakeholders as specified in sections below of the RFP.

4. Objective of the Tender Document:

The IT environment is ever changing and accordingly BANK requirements would be varied and recurring in nature. Bank is issuing this Request for Proposal ("RFP") for Appointment of Technical Consultant for CBS Contract renewal, Migration from Solaris Platform and other

allied IT Services. The scope of work is described in detail in – “Scope of Work” of this RFP. Bank seeks comprehensive technical and commercial proposals from "bidders" who have the capabilities to meet Banks requirements and have a serious interest in providing the services. This RFP document provides information on Bank and the requested scope of work, and instructions for the preparation and submission of the RFP Response by the bidder to perform the scope of work.

The objectives of this RFP are:

- 1. Scope Definition:** To present the eligible bidders with understanding of Bank requirements to appoint a consultant for CBS Project of Central Bank of India.
- 2. Proposal Request:** To invite detailed proposals from bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
- 3. Bidder Selection:** To shortlist bidders for comprehensive technical and commercial evaluations and award the contract to the selected bidder, taking into consideration evaluation parameters defined in this RFP.

5. Duration of Contract

The overall activities of the project is expected to be completed in the time period of 36 months. Depending upon the requirement, it is required to depute the resources on site accordingly as per the requirements of the Bank for the various activities mentioned in Scope of Work.

6. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“bidder/vendor/Service Provider (SP) / prospective bidder/ project management consultant”) and no other person or organization.

7. Structure of the RFP Document

This RFP document consists of the following information:

- a) Overview and scope of services to be provided by selected bidder including the scope of work.
- b) Technical and commercial evaluation methodology which shall be followed to select the successful bidder and
- c) Terms and conditions for this RFP document, subject to Bank’s entering into a separate contract after selecting the bidder, which shall detail the terms and conditions thereof.

A detailed set of annexure and appendix are provided to the bidder for formulation of responses. These annexures would assist Bank in effectively normalizing the bidder’s response for various areas including bidder’s qualification criteria, technical requirements, proposed team strength, commercial proposals etc. The list of such annexure and appendix is provided in this document.

8. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance

at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

9. No Legal Relationship

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

10. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

11. Evaluation of Offers

The evaluation of the bidders would be based on the criteria set out in RFP document.

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

12. Acceptance of Terms

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

13. Ownership of Intellectual Property Rights shall remain with the Bank

The work carried out during the project period related to this RFP which includes the Systems, Products and Processes developed etc. would be the Exclusive property of the Bank. The Consultant is expected to provide the knowledge transfer and all the relevant documents.

The Consultant is required to maintain the confidentiality and expected not to share/use this knowledge / information without prior written permission of the Bank.

14. RFP Details

Bid submission will be effective upon Bank receiving the RFP response in the above manner. The bid must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the information required or is incomplete or submission is through Fax / offline mode, the RFP is liable to be rejected.

All submissions, including any Banking documents, will become the property of Bank. Recipients shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have done bid submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any

copyright or other intellectual property right that may subsist in the submission or Banking documents.

15. Bid Validity Period

Bid will remain valid and open for evaluation according to their terms for a period of at least 120 days from the last date of RFP submission.

16. Requests for Information

All queries relating to the RFP, technical or otherwise, must be in writing only to the Specified Point of Contact and email addresses. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the bid submission closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email addresses for any communication. If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

17. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

18. Process of Request for Proposal

Selection of a successful consultant will involve following stages.

- 1) Receipt of bid document from the bidders
- 2) Opening of the bid
- 3) Eligibility Bid Evaluation
- 4) Technical Bid Evaluation and Bidder Presentation
- 5) Commercial Bid opening

19. Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
Bidder's Financial Strength			
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
		registered office of the bidder along with Memorandum & Articles of Association/ Partnership Deed.	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Proof of registration with GSTIN	
3.	The bidder must have an average turnover of minimum Rs.100 crores during the last three financial years (i.e. 2022-23, 2023-24, 2024-25) in India as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2022-23, 2023-24, 2024-25)	Copy of audited Balance Sheet along with profit and loss statement and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years. (i.e. 2022-23, 2023-24, 2024-25)	Certificate of the Chartered Accountant for preceding three FYs.	
Bidder and OEM Experience			
6.	The Bidder must have minimum 5 years of experience in providing IT Consultancy Services in BFSI sector in India. This should include services such as Vendor Selection / RFP Preparation / CBS Contract Renewal / IT Project management etc.	Credential letter OR Copy of Purchase order/ Contract copy	
7.	The Bidder must have experience in at least 2 IT-Tech Stack Migration consultancy engagement in BFSI sector involving activities such as hardware sizing/ Database Migration strategy/ Infrastructure upgrade/Infrastructure change.	Credential letter OR Copy of Purchase order/ Contract copy (Client confirmation email should be from company Email id of the client) On-going projects will also be considered, however at least 1 project should be completed.	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
8.	Bidder must have minimum 1 Core Banking Solution (CBS) Infrastructure Migration advisory engagement for a Scheduled Commercial Bank within the last 10 years.	Certificate of completion of the work/User acceptance report/Client Confirmation Email. (Client confirmation email should be from company Email id of the client)	
9.	The resource proposed for the engagement should be on the payroll of the company.	Submit the undertaking self-declaration on Company's letter head	
Bidder Compliance			
10.	At the time of bidding, the Bidder should not have been blacklisted / debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
11.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit the undertaking self-declaration on Company's letter head	
12.	Bidder/OEM should not have - NPA with any Bank /financial institutions in India Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.	Submit self-declaration on Company's letter head.	
13.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.	Certified copy of the registration certificate	
14.	The Bidder or Its Technology Partner should not be owned or controlled by any Director, officer or employee of Central Bank of India or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies	Undertaking to be given by the Bidder at time of submission.	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
	(specification of definition details) rules 2014.		

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

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

- 1) Bidders need to ensure compliance to all the eligibility criteria points.
- 2) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- 3) In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- 4) Bidder must provide credential letter document.
- 5) Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- 6) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - i. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.'*
 - ii. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

20. Bid - Evaluation Process

20.1 Bidder Selection/Evaluation Process:

The Technical Evaluation of only those bidders would be taken up, who are otherwise found eligible in the eligibility criteria laid down in this RFP.

The evaluation of technical proposals, among other things, will be based on the following:

1. Bidder's financial stability and all eligibility criteria points.
2. Methodology/Approach proposed for accomplishing the proposed project.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.

5. Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria.
2. Short-listing of the bidders based on the fully matched criteria.
3. Evaluation based on Methodology/Approach proposed.
4. Arriving at the final score on technical proposal.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off for opening of the commercial bid opening would be 70% (70 marks out of 100). Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

20.2 Technical Bid Evaluation Criteria: -

Criteria	Evaluation Parameter	Max. Marks	Scoring Methodology
1.	The proposed bidder should be having work experience in Information Technology Consultancy business: The project should have been executed in last 10 years.	20 Marks	1. If proposed bidder has more than 7 years of overall experience for BFSI sector in India - 20 Marks 2. If having overall experience of between 5-7 years for BFSI sector in India - 15 Marks 3. If having overall experience of ≥ 3 years and < 5 years for BFSI sector in India - 10 Marks Documentary Evidence: The bidder is required to submit documentary evidence such as Purchase order /Certificate of completion of the work/ User acceptance report/Sign off report/CA certificate etc. of the clients and projects. The bidder should have at least 3 or more years of experience.
2.	The proposed bidder should be having work experience across areas like: • CBS Consultancy/CBS contract renewal • Project management	20 Marks	1. If proposed bidder has experience in all 5 areas mentioned for BFSI sector in India- 20 Marks

	- Platform migration - RFP Preparation and Vendor Evaluation - Cyber Security & Resilience The project should have been executed in last 10 years.		2. If having experience of 3-4 areas for BFSI sector in India - 15 Marks 3. If having experience of 1-2 areas mentioned for BFSI sector in India - 10 Marks Documentary Evidence: The bidder is required to submit documentary evidence in mentioned area such as Purchase order /Certificate of completion of the work/ User acceptance report/Sign off report/CA certificate etc. of the clients and projects.						
3.	Experience in projects of IT Consultancy of the company/firm (valid as on date of bid submission): Proven Experience in handling projects related to mentioned area (as above point no 2) for consulting services in the BFSI Sector. Project Cost: 5 Crores and above/ Per Project and Project Client: Balance sheet size of the client should be 3 lakh Crores and above / Per Project. The project should have been executed in last 10 years.	20 Marks	a) Experience in 4 or more such projects – 20 Marks b) Experience in 3 such projects – 15 Marks c) Experience in 2 such projects – 10 Marks Bidder should specifically confirm on their letter head in this regard and submit documentary evidence such as Purchase order /Certificate of completion of the work/ User acceptance report/Sign off report/CA certificate etc. of the clients and projects. Ongoing projects which are at least six months in execution will be considered, however at least 2 projects should be completed.						
4.	Experience and Quality of Team Scoring will be based on resources qualification, relevant experience and prior consulting assignments within BFSI <table border="1"><thead><tr><th>Criteria</th><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td></td><td>15 yrs & above</td><td>4 Marks</td></tr></tbody></table>	Criteria	Parameter	Marks		15 yrs & above	4 Marks	20 Marks	1. Quality Manpower: The Bidder shall submit, on its official letterhead, complete details of all manpower processed to be deployed for the assignment, along with their qualifications and credentials. The curriculum vitae (CV) of each proposed resource must be enclosed.
Criteria	Parameter	Marks							
	15 yrs & above	4 Marks							

	<table><tr><td rowspan="2">(a) Quality of PMO Lead in terms of experience</td><td>>=12 and <15 yrs</td><td>3 Marks</td></tr><tr><td>>=10 and <12 yrs</td><td>2 Marks</td></tr><tr><td rowspan="3">(b) Quality of Technical Lead in terms of experience</td><td>15 yrs & above</td><td>4 Marks</td></tr><tr><td>>=12 and <15 yrs</td><td>3 Marks</td></tr><tr><td>>=10 and <12 yrs</td><td>2 Marks</td></tr><tr><td rowspan="3">(c) Quality of Application Architect in terms of experience</td><td>10 yrs & above</td><td>4 Marks</td></tr><tr><td>>=8 and <10 yrs</td><td>3 Marks</td></tr><tr><td>>=6 and <8 yrs</td><td>2 Marks</td></tr><tr><td rowspan="3">(d) Quality of Database Architect in terms of experience</td><td>10 yrs & above</td><td>4 Marks</td></tr><tr><td>>=8 and <10 yrs</td><td>3 Marks</td></tr><tr><td>>=6 and <8 yrs</td><td>2 Marks</td></tr><tr><td rowspan="3">(e) Quality of Infrastructure Architect in terms of experience</td><td>10 yrs & above</td><td>4 Marks</td></tr><tr><td>>=8 and <10 yrs</td><td>3 Marks</td></tr><tr><td>>=6 and <8 yrs</td><td>2 Marks</td></tr></table> If individual is not having experience as mentioned above, then – NIL Marks	(a) Quality of PMO Lead in terms of experience	>=12 and <15 yrs	3 Marks	>=10 and <12 yrs	2 Marks	(b) Quality of Technical Lead in terms of experience	15 yrs & above	4 Marks	>=12 and <15 yrs	3 Marks	>=10 and <12 yrs	2 Marks	(c) Quality of Application Architect in terms of experience	10 yrs & above	4 Marks	>=8 and <10 yrs	3 Marks	>=6 and <8 yrs	2 Marks	(d) Quality of Database Architect in terms of experience	10 yrs & above	4 Marks	>=8 and <10 yrs	3 Marks	>=6 and <8 yrs	2 Marks	(e) Quality of Infrastructure Architect in terms of experience	10 yrs & above	4 Marks	>=8 and <10 yrs	3 Marks	>=6 and <8 yrs	2 Marks		All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones. Evaluation will be based on documentary evidencing
(a) Quality of PMO Lead in terms of experience	>=12 and <15 yrs		3 Marks																																	
	>=10 and <12 yrs	2 Marks																																		
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(e) Quality of Infrastructure Architect in terms of experience	10 yrs & above	4 Marks																																		
	>=8 and <10 yrs	3 Marks																																		
	>=6 and <8 yrs	2 Marks																																		
5.	Demonstration of in-depth understanding of the Bank’s project requirements through the Presentation and interactions. Presentation should broadly address the following evaluation parameters: <table><tr><th>Parameters</th><th>Marks</th></tr><tr><td>Strategy articulation</td><td>4 Marks</td></tr><tr><td>Project understanding and approach including Cyber Security</td><td>4 Marks</td></tr><tr><td>Performance & Scalability Strategy</td><td>4 Marks</td></tr><tr><td>Approach towards new platform and Infrastructure in terms of sizing and benchmarking</td><td>4 Marks</td></tr><tr><td>Presentation should cover activities in terms of project planning.</td><td>4 Marks</td></tr></table>	Parameters	Marks	Strategy articulation	4 Marks	Project understanding and approach including Cyber Security	4 Marks	Performance & Scalability Strategy	4 Marks	Approach towards new platform and Infrastructure in terms of sizing and benchmarking	4 Marks	Presentation should cover activities in terms of project planning.	4 Marks	20 Marks	Evaluation by Committee. (Total time for presentation should not cross 120 minutes)																					
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Presentation should cover activities in terms of project planning.	4 Marks																																			

	Milestones and Timelines for completion		
	Presentation to be done by the proposed team to showcase understanding, relevant capabilities and end-to-end ownership.		
	TOTAL	100 marks	

Presentation Agenda

Sr No.	Agenda items
1	Assessment of project scope and understanding of Migration Approach listing major actionable across Application, Database and Infrastructure Layer along with surrounding ecosystem and Cyber Security. The Technology should cover the area for minimizing the response time of transactions processed in Core Banking Solution.
2	A) Understanding of RFP Phases and Milestones along with Deliverables and Timelines. B) Detailed Migration Approach to achieve minimal/near zero downtime.
3	Benchmarking approach, Performance & Scalability approach and Sizing requirements of Infrastructure.
4	Team experience & strength, resource to be deployed.
5	RFP formulation and evaluation approach to select the right technology and vendor partner.
6	Detailed visibility on end-to-end monitoring using centralized observability solution.
7	a) Backup and Restoration Strategy b) Approach on Optimizing Backup and Restoration window c) Industry best practices for Data Replication
8	Core Banking Solution (CBS) consultancy and contract renewal

Bidder to

- ✓ **Submit 2 set of colored printouts (hardcopy) of the final presentation document to the Bank on the day of presentation and submit the Soft Copy of same to the Bank.**

Minimum Qualifying Score will be 70% of the Technical Evaluation Criteria. However, Bank may at its discretion, may reduce the qualifying score but not less than 60%.

20.3 Technical Bid Evaluation Methodology

The Respondent will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid Marking criteria and the presentation made to the Bank's technical evaluation committee and a team of executives from Bank. Bank's committee will evaluate the criteria and will take a final call whether to accept or reject any credential. The Bank's decision will be final and binding on the bidder.

The Technical Score will be calculated based on the Technical Bid Marking Criteria.

Respondents scoring a minimum of 70 marks in the technical bid shall be considered for commercial bid opening. The Bank's decision will be final in this regard.

Also the Bank may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

20.4 Techno-Commercial Evaluation:

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

$$S = (0.2 \times \frac{C_{\text{minimum}}}{C_{\text{quoted}}}) + (0.8 \times \frac{T_{\text{obtained}}}{T_{\text{highest}}})$$

(Minimum Commercial Quote/Quoted Price) x 20% + (Technical Score/Highest Technical Score) x 80%

(Technical will carry 80% weightage and Commercial will carry weightage of 20%)

Highest scores so obtained using the above method shall be declared as successful bidders.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared as successful bidder.

Bidders to note that:

- i. The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to be false the Bank may at its discretion either disqualify the bidder or may choose not to consider the Bank as a credential for scoring.
- ii. The Bidder should quote the Best Competitive Commercial Bid.
- iii. In case there is variation between numbers and words; the value mentioned in words would be considered.
- iv. In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.
- v. Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology.
- vi. Bank's committee will evaluate the Technical Evaluation criteria and will decide whether to accept or reject any submission. Committee's decision will be final and binding on all the bidders.
- vii. The Technical scores / marks awarded by bank's evaluation committee shall be final and binding on all the bidders. The Bank is not obliged to disclose the specific reasons for the technical evaluation. No correspondence or discussion in this regard shall be entertained.
- viii. Bank reserves the option to Negotiate with the successful bidder that is the Bidder scoring highest in Techno-commercials.

Note:

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

Key Guidelines

1. Bidder's proposal should strictly conform to the specifications of this RFP.
2. Proposals not conforming to the specifications will be rejected subject to the Bank's discretion. Any incomplete or ambiguous terms/ conditions/ quotes may result in disqualification of the offer at Bank's discretion. The bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any remarks/observations on technical requirements should be clearly informed in remarks column.
3. Technical bid documents are to be properly structured.
4. For supplementary information a separate sheet should be used.
5. All pages should be numbered (like 1/ xxx, 2/ xxx etc...here xxx is last page number of bid document) and signed by the authorized signatory under the company seal.

6. Bank reserves the right to reject any or all proposals submitted by various bidders as part of response to this RFP. Similarly, it reserves the right not to include any bidder in the final short-list.
7. Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

20.5 Bid Security (Earnest Money Deposit-EMD)

An amount of ₹20,00,000/- (Rupees Twenty Lakh Only) in the form of Bank Guarantee issued by a scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft/ Banker's cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no **GEM/2026/B/7370708** in favour of “Central Bank Of India” and payable at Mumbai/Navi Mumbai.

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

- 1) If a Bidder withdraws its tender during the period of tender validity specified by the Bidder;
or
- 2) If the Bidder does not accept the correction of its Tender Price; or
- 3) If the successful Bidder fails within the specified time to:
 - a. Sign the Contract; or
 - b. Furnish the required security deposit.
- 4) The EMD / Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the EMD / Bid Security shall be in the names of all future partners as named in the letter of intent.
- 5) The EMD / Bid Security will be refunded to the Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG).
- 6) The EMD / Bid Security of unsuccessful Bidders shall be returned as promptly as possible after completion of bidding process.

20.7 Performance Bank Guarantee (PBG)

- 1) As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in for Performance Bank Guarantee, for 5% of the total project cost valid for 42 months, (3 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- 2) The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

- 3) Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- 4) In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- 5) In the event of delays by Successful Bidder in ATS support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- 6) Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- 7) The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.
- 8) The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

20.8 Cost of Bidding

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

21. Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers, as per format given in Annexure, that they have been authorized to quote OEM Product.

Section-2

Scope of Work

22. Scope of Work

The broad scope of consultants includes the following key activities:

- i) **Assessment of Existing CBS and Infrastructure:**
 - a) Review the current CBS application architecture, database, and integration ecosystem.
 - b) Review and evaluate API architecture and design to Hollow the Core along with security framework adherence.
 - c) Review of Network - focusing on secure, high-availability, and scalable connectivity across all CBS-integrated locations.
- ii) **Technology and Platform Evaluation:**
 - a) Evaluate the performance, capacity, and limitations of the existing SPARC-based Oracle servers and Solaris platform.
 - b) Conduct a detailed feasibility study for platform migration, including possible alternatives to SPARC/Solaris (e.g., x86-based platforms, AIX based System).
 - c) Provide benchmarking and comparative analysis of leading Core Banking platforms, database engines, and hosting models and suggestive steps.
 - d) Review of augmentation of core and non-core storage infrastructure, including sizing, performance optimization, backup strategies and high-availability design.
 - a) Review of Near Site Architecture for redundancy, performance, future-ready and disaster recovery readiness.
 - e) Assess feasibility of Near DR Services for Business Continuity.
 - f) Capacity planning for CBS Infrastructure for the next 10 years.
- iii) **CBS Contract Renewal and Infrastructure Evaluation and SLA Execution**
 - a) Facilitate the renewal of the CBS contract with M/s Tata Consultancy Services Ltd. (TCS), ensuring alignment with future business growth, technical, and regulatory requirements, SLA Review and execution.
 - b) Assist in the planning and evaluation of Data Centre (DC) and Disaster Recovery Centre (DRC) space, including capacity planning, infrastructure modernization, and compliance requirements.
 - c) Conduct a comprehensive review of the Bank's existing IT setup and recommend improvements aligned with industry best practices and emerging technologies.
 - d) Evaluate and strengthen the Bank's Cyber Security Framework, particularly in the context of CBS operations, data privacy, and regulatory compliance.
- iv) **RFP and Vendor Selection Support**
 - a) **Assist in drafting the Request for Proposal (RFP)** for CBS platform migration, covering:
 - i. Functional requirements
 - ii. Technical architecture
 - iii. Integration capabilities
 - iv. Network Capabilities

- v. Service levels and support models
- vi. Commercial evaluation frameworks
- b) Support the evaluation of responses received from solution vendors and hardware platform providers.
- c) Participate in technical due diligence, vendor presentations, Proof of Concepts (PoCs) and solution validation processes to ensure alignment with business and IT goals.
- v) **Roadmap Definition & Risk Assessment**
 - a) Help define a future-ready CBS roadmap, factoring in migration from current CBS, scalability, cyber security, regulatory compliance, and digital initiatives.
 - b) Identify and assess risks related to obsolescence, vendor lock-in, data migration, and business continuity.
- vi) **Implementation strategy**
Provide assistance and formulating the strategy of the project during transition/migration and implementation.
- vii) **Post Migration Review**
Provide post-go-live support & assistance for stabilization and performance tuning.

The overall activities of the project is expected to be completed in the time period of 36 months (3 years). On Bank discretion, the contract may be extended further for a period of maximum 1 year on mutually agreed terms and conditions.

The broader list of activities to be covered is as below:

1. Current State Assessment:

As part of this phase the bidder is expected to undertake a detailed assessment of the IT Setup of the Bank / CBS which would include but not limited to:

1. Review of existing IT Setup (Application, Database, Infrastructure) / CBS Architecture including integration with upstream and downstream applications across surrounding systems and document dependencies, identify and mitigate risks and finalize scope of migration. Formulate the plan for revamping of IT Infrastructure in alignment with Banking Industry / Peer Banks to bring competitive advantage.
2. Assess All CBS deployment environments across the bank including Non-Prod (DEV, UAT, Pre-Prod) and Production environments across Data Centres.
3. Comprehensive assessment of Storage requirements taking into consideration various setup across Data Centres.
4. Optimization of business processes and journeys to reduce the response time and optimize TPS. OLTP transaction, Externalize Core and review the Day end Batch processes. Assessment should include both day and night regions of CBS.
5. The Bank has implemented the Loan Management System and Payment Hub for hollowing the core. Bidder needs to evaluate customer & account management layer, product layer, digital channel transactions layer and Compliance & Regulatory layer etc. for hollowing the core for Core banking System.
6. Define and document business, regulatory, and technical objectives for platform migration.

7. Prepare detailed project roadmap with dependencies and milestone tracking based on industry wide best practices and Market Research.
8. Recommend enhancements or alternate solutions wherever gaps/inefficiencies are identified.
9. Evaluate the performance, capacity, and limitations of the existing Solaris/SPARC-based Oracle servers including Applications i.e. Oracle GL, E Treasury, I&B(Internet Banking), CBS Backup Server and CBS Report Server.
10. Review of Bank IT Setup / CBS in terms of Cyber Security Framework / Policy framework / RBI Guidelines / Government guidelines.

2. CBS Contract Renewal

The Bidder / Consultant is expected to provide on-site management assistance to the Bank for end-to-end Core Banking Solution (CBS) contract renewal with the existing System Integrator. Depending upon the requirement, Bidder are required to depute the onsite resources accordingly as per the requirements of the Bank for the various activities mentioned in Scope of Work. The broad work expected to be performed by the Consultant is as follows-

1. Understanding the scope of Work and Contractual obligations between the Bank and the System Integrator.
2. Define the strategy for contract renewal taking into consideration the Bank's requirements and Business Projections, CVC guidelines, various RBI guidelines / Government Guidelines, Cyber security requirements and other statutory and regulatory guidelines. The bidder should co-ordinate with different Bank Departments for finalizing the sizing.
3. Identify the components (hardware, software, network, security etc.) and draw up a comprehensive strategy / plan for next five years on how the components would be upgraded, replaced, enhanced at the data centre, disaster recovery site, near site and Branches.
4. Perform a detailed technical and commercial evaluation for the scope of work to be renewed with the existing system integrator.
5. Price Discovery based on the market survey for base price fixation, discussions with the vendors / System Integrator, participation in price negotiations for AMC/ATS Renewal, Facility Management (FMS) etc. with the System Integrator.
6. Review existing Escrow mechanism and formulate new Escrow arrangement including the latest change update with Escrow agency on regular basis, if required.
7. Review the mechanism for Version Control, DevsecOPS for Core Banking System.
8. Review the facilities management deployment at the Bank across the Project Management Office (PMO), other locations etc. and suggest a suitable model taking into consideration the Bank's future plans and ambitions and also the contract renewal with the system integrator.
9. Perform a detailed technical and commercial evaluation of the bill of materials or tender documents for the items that need to be upgraded, replaced, enhanced at the data centre and disaster recovery site, Near site and Branches etc.
10. Define and prepare single / multiple RFPs or scope documents (in case of direct orders with the SIs) as per the defined and agreed strategy with the Bank.
11. Define and renew Service Levels and assist Bank for Service Level Agreements for all projects under the scope of this RFP.
12. Define implementation plan, project monitoring and assist Bank in implementation, post implementation review and sign-off.

3. Data Centre and Disaster Recovery Centre Expansion/Shifting and Other Infrastructure Related requirements, Near Site, Near DR Design & Strategy

1. To assess the requirements for Expansion of Data Centre and Disaster Recovery Site in the identified area and define modalities thereof for expansion and assist the Bank in expansion process including RFP if required.
2. Assess and evaluate additional infrastructure requirements forming part of Data Centre and Disaster Recovery environment, including electrical and power infrastructure, GPU power requirement and allied components etc.
3. Assessment and design for liquid cooling for Data center and Disaster Recovery Center.
4. Assessment Report and Price discovery of various components.
5. Assessment of Near site Requirements/Near Site infrastructure requirements, Near Site Link Assessment and Sizing, procurement of Near Site Hardware(s) / Exploration of new Near Site requirement through RFP if required.
6. Design a Near DR architecture considering low latency and high availability if required.
7. In case of DC/DR Shifting to new premises, Bidder needs to assist for shifting activities.
8. Recommend suitable replication and synchronization mechanisms for Near DR.
9. Define capacity sizing assumptions for compute, storage, and network for Near DR.
10. Prepare logical architecture diagrams and design documentation for Near DR.
11. Preparation of implementation plan, monitoring of implementation, post implementation review and signoff.

4. Hardware Platform Recommendation

1. To identify and recommend the most suitable hardware platform from the various offerings available in the market for CBS with no vendor lock-in or minimal dependency on single-vendor components as per the latest technology available in the industry.
2. Servers Capacity finalization (i.e. compute, memory, storage, load balancer, network devices and associated components) considering the current workloads and future capacity projections for next 10 years.
3. Ensuring that the proposed hardware solutions align with the bank's long-term business goals of 10 years and regulatory compliance requirements.
4. The consultant to evaluate and suggest the costing models for infrastructure augmentation for future provisioning.
5. The recommended hardware solution should be Mission critical, fault tolerant, have high availability of 99.99%, low latency, and component level redundancy with no single point of failure.
6. The recommended hardware solution should have capability of vertical and horizontal scaling.
7. The consultant to evaluate and suggest end to end sizing of all dependent infrastructure components including detailed storage requirement assessment, considering future requirements of next 10 years and reusability of existing storage as applicable.

5. Platform Migration Strategy

The platform migration of Core Banking Solution (CBS) is primarily consisting of two major milestones:

- a) CBS Application Platform Migration
- b) CBS Database Platform Migration

1. Plan and recommend the approach to be taken for carrying out/reviewing the Database and Application Platform Migration POCs.
2. Vetting the POCs on proposed application and database platform with zero/minimum downtime along with evaluation of changes needed for CBS application platform and auxiliary database platform in CBS ecosystem.
3. Plan and recommend the best suited Migration approach (DB First, App First or Both in parallel) acceptable as per the priority set by the Bank and taking ideal path for platform Migration at DB as well as App layer including both CBS Backup Server and CBS Report Server.
4. Assess and validate the CBS platform migration strategy including Oracle GL, E Treasury, Internet Banking, CBS Backup Server and CBS Report Server by analyzing CBS workloads/ transaction volume/throughput for the next 10 years.
5. Assess the Storage Platform compatibility & workloads handling for CBS platform migration including both CBS Backup Server and CBS Report Server and temporary storage requirement for migration activities.
6. Develop and evaluate an end-to-end migration strategy including phased cutover and rollback plans ensuring zero/minimal downtime. The approach has to be finalized on the basis of multiple iterations, evaluations, and evidencing.
7. Conduct joint benchmarking with OEMs/hardware providers for application and database platform performance.

6. Infrastructure Setup (App & DB)

1. Validate the infrastructure architecture.
2. Oversee implementation and infrastructure setup for application and database platforms along with the integration with monitoring and alerting tools.
3. Ensuring End to End visibility of journey level monitoring across applications.
4. To identify and recommend necessary Software and Hardware licenses required for CBS and ancillary applications for new platform.
5. The infrastructure setup should support best in class robust cyber security controls, solutions, tools across Application and Database layer.
6. The setup includes sites viz Primary Site (PR), Near Site (NR), NDR and Disaster Recovery (DR) and additional Production equivalent Performance Testing region.
7. Monitoring and review migration of CBS solution onto new Infrastructure in accordance with Banks policies, guidelines.
8. Proposed Infrastructure setup should support seamless integration with various tools like ITSM, PIMS, SIEM, DAM, AV/EDR, IPS, HIPS, IDS etc.
9. Prepare the detailed migration plan for final cutover of Application and Database layers.
10. Provide expert guidelines in accordance with the Migration plan during final cutover ensuring zero/minimal disruption.
11. To assess the existing backup strategy in the bank environment.
12. To evaluate and recommend Backup, Restoration and Replication solution to achieve minimal window for backup and restoration.
13. Real time replication without any performance degradations across sites viz Primary Site (PR), Near Site (NR) and Disaster Recovery (DR) site.
14. Clearly define Replication strategies with Recovery Time Objectives (RTO), Recovery Point Objectives (RPO), including fully automated Switchover/Switchback capabilities.
15. Review and recommend Backup and Restoration industry best practices including encrypted backup in line with regulatory framework.

16. Ransomware protection and readiness, immutability, air gap, application of post quantum cryptography.

7. Testing Strategy (CBS App & CBS DB)

1. Validate Technical and Functional use cases, Benchmarking exercise, Monitor and review Test results of various testing phases such as UAT, Performance testing, Regression Testing with channel transactions, Benchmarking, Mock migration validation and BCP DR Drills. At least one successful switchover and switchback activities should be conducted. The testing should be conducted on various stages of the migration activities.

8. RFP Preparation, Vendor Selection, Price Discovery and Benchmarking

To assist the Bank in RFP Preparation, Vendor Selection, Price Discovery and Benchmarking for the CBS Project during the contract period. This need to be carried out in line with CVC Guidelines, Government guidelines and Bank's procurement policy.

1. Preparation of RFP covering application, database, and infrastructure requirements. The consultant should do a thorough comparative analysis across the platforms available and advice on the best suited infrastructure and architecture based on usage and growth for next 10 years.
2. Finalize hardware sizing/ ideal matrix and advise best suited architecture aligned with future CBS workload growth and to sustain exponential Peak TPS and throughput across channels for the next 10 years.
3. Establish detailed evaluation matrix with technical and commercial scoring with price discovery.
4. To conduct comparative cost-benefit analysis and advise suitable options to finalize the hardware platform.
5. Facilitate vendor selection at all stages of RFP. The selected vendor has to carry out benchmarking exercise to evaluate system performance and compatibility with CBS environment.
6. CBS Report environments to be covered as part of benchmarking exercise as an integral part of CBS at all sites.

9. Post Migration Review - CBS Platform

1. Review and validate performance, regulatory and compliance adherence, operational documents, SOPs, user manuals, technical documentation, access controls etc. for completeness and accuracy and also assist in creation of any new SOPs / user manuals, etc.
2. Post go-live certify system performance, SLA compliance etc.
3. Provide post-go-live support for stabilization and performance tuning.
4. Perform post-migration audit covering security, regulatory compliance, and performance.

10. RFP preparation for additional 3 Projects

To assist the Bank in RFP Preparation, Vendor Selection, Price Discovery and Benchmarking for 3 projects during the contract period. The 3 RFPs may include Projects like Backup Solution for Applications, Enterprise Management Solution (ITSM, Security Solution etc.)

and Resilience Operation Center (ROC) Setup etc. The Bank reserves the right to change/modify the Project for the purpose of RFP preparation during the contract period.

1. Bidder is expected to assist Bank in RFP preparation, vendor evaluation, Price Discovery, Contract and SLA finalization, implementation, migration, integration, sign-off and post implementation review.
2. Formulating Hardware(s) Sizing, Technical Specifications and Presentations.
3. Technical evaluations of RFPs and to assist the Bank during RFP process.
4. Price Discovery for base price fixation, AMC Renewal, Facility Management Services (FMS) etc.
5. Bill of Materials (BOM) verification, Benchmarking, Drafting Purchase Order (PO) and Service Level Agreement (SLA).
6. Post Implementation Review in terms of Cyber security framework, Govt Guidelines etc.

11. Data Clean Room Establishment (Isolated Recovery setup) / Recovery Framework

Data Clean Room will be used for clean copy of Databases and Applications in case of cyber incidents.

1. Assessment of Ransomware threat scenarios and Business impact.
2. Define clean room objectives and recovery time targets.
3. Prepare and design a detailed architecture including hardware / software, network, compute, storage, etc.
4. Define segregation from production environment, secure access, immutable / air gap back-ups.
5. Assess the sizing of clean room in terms to hardware, network, storage etc, & its price discovery.
6. Assess the minimum services identification to be run from Clean Room.
7. Assist in defining SOPs and Roles & Responsibilities in terms of audit and compliance requirement.
8. Preparation of implementation plan, monitoring of implementation, post implementation review and signoff.

12. Resilience Operation Center (ROC)

1. Assessment of existing processes of Resilience Operation Center and identify gaps for operational resilience.
2. Define Tool stack and Integration for Observability, Infrastructure monitoring, Applications monitoring and Dashboards.
3. Ensure Implementation of recommended monitoring solution covering critical applications & Infrastructure with end-to-end visibility.
4. Enabling Observability for real time monitoring across the journeys.
5. End-to-end Monitoring across the layers, across the journeys, and also, integration with Banks ROC (Resiliency Operation Centre).
6. Ensure Best Practises & AI evaluation based solutions.
7. The solution should support optimization of CBS platform to enable high transaction processing, capability, real-time banking operations, and seamless integration with digital banking channels and regulatory systems.

8. The bidder shall ensure secure and efficient migration with maintaining complete data integrity, performance optimization, and compliance with regulatory, audit and data governance standards.
9. The proposed solution should facilitate migration from existing platform to modern, scalable infrastructure ensuring high availability, robust security controls, disaster recovery readiness, and adherence to standardized IT infrastructure and operational SOPs.
- 10.

RFP Preparation, Vendor Selection, Price Discovery and Benchmarking, hardware requirement, implementation, monitoring of implementation, post implementation review and signoff.

13. Enterprise Architecture standards defining standards & SOPs.

1. Define and document Enterprise Architecture standards, and guidelines aligned with the Bank's IT Security framework, regulatory requirements.
2. Define standards and procedures for platform and infrastructure migration, including servers, storage, network, scalability, availability, security, monitoring, and disaster recovery to support CBS operations.
3. Define standards and procedures for database migration covering data integrity, data quality, validation, reconciliation, backup and recovery, performance tuning, and minimal business disruption during migration.
4. Establish standards and operating procedures for CBS applications platform migration, including design, integrations, performance, and governance across all channels and peripheral systems.

14. Implementation Support

The consultant is expected to provide project management onsite resources having relevant experience to hand hold the Bank throughout the entire project management life cycle for technology and business projects like setting up Project Management Office, regular updates / presentations to Senior Management, IT Strategy committee, Board etc. as per the requirements of the Bank. The bidder will also assist the Bank in preparation of response, reply, explanation etc. for any complaints received during various procurements / refresh / Upgrades related to technical requirements, CVC guidelines, Govt Guidelines etc. Bank will not provide any project management tool and bidder has to arrange the same, if required without any cost to the Bank. The broader scope is to provide assistance to the Bank throughout the entire life cycle of the project implementation by managing and reviewing the following phases of the projects:

- Current State assessment
- Implementation plan
- Monthly Tracker on all in-scope activities
- Business parameterization
- Gap analysis and Customization
- Acceptance testing of hardware, software and IT infrastructure components at DC, DR, Branches and Near Site
- User Acceptance testing / System Integration Testing
- Benchmarking
- Bill of Material verification and certification, PMO activities and provide oversight during project implementation

- Ensure Implementation of recommended monitoring solution covering CBS application & Infrastructure with end-to-end visibility
- Develop MIS, dashboards, reports, and presentations for updates to Top Management. The consultant should follow the industry standard for reporting and arrange the tool, if required.
- Pilot Rollout
- Sign-off
- Go-Live

List of key professionals

The Bidder should make available all Key Personnel ONSITE during the contract period.

Minimum Team Size Requirement

Sr. No.	Type of services/Role	No. of Resources
1.	Project Management Office (PMO) Leader	1
2.	Technical Leader	1
3.	Senior Technical Consultant a) Infrastructure Architect (1) b) Application Architect (1) c) Database Architect (1)	3
	Total Resources	5

The bidder should make available the above-mentioned 5 key resources onsite. If necessary, the bidder should augment additional resources to meet the scope of RFP as per the defined timelines. The proposed team resources shall be available on-site at Central Bank of India (CBI) premises on a continuous basis throughout the entire project cycle. The proposed resources must be on payroll of the company.

- The consultant should onboard all its team members within 30 Calendar days from the date of issuance of Purchase Order.
- The Bank will scrutinize the CVs of all Consultant Team members along with In-person interaction and those not found suitable shall be replaced by the Consultant to the satisfaction of the Bank.
- In any circumstances, if any resources cannot be available onsite for stipulated time period, then in that scenario bidder shall provide replacement for the resources for that time period. This is applicable also in case of absence of resources at onsite.
- Onsite resource's location will be in Navi Mumbai. However, Bank reserves the right to depute to any other location depending upon the exigencies of service.
- The decision of the Bank on shortlisting the candidates shall be final. No correspondence will be entertained in this regard.
- On-boarded resources shall have to submit monthly status report on tasks / activities completed or in progress to the authorities as decided by the Bank.

The Key Personnel should fulfill the following conditions of Eligibility: -

All experiences/Number of years will be considered as per RFP submission date.

Key Personnel	Educational Qualification	Length of Professional experience	Experience on eligible assignments	Documents to be submitted
PMO Leader (1)	BE /B. Tech/ M.Tech /MCA. MBA (Preferable)	15 Years	- Senior Management Consultant with management consulting experience of 15 years or more, including hands-on leadership of least 2 large-scale, TCS Bancs /other OEM large scale Core Banking Solution Experience, complex Technical transformation or Revamp Projects out of which at least one project should be from BFSI domain, executed with well-defined governance structures and reporting mechanisms. - A large-scale complex project is defined as: - Minimum project duration of 1 Year, - Minimum project cost of 100 Crores, - Minimum team size of 50 resources including consultants and vendor teams Skillset – - Strong Proficiency in PMO functions, including Project Scope definition, objective setting, timelines management and early identification of risks and dependencies. - Expertise in structured governance frameworks, encompassing project reporting, dashboard and executive summary preparation, and presentation to the senior management. - Proven capability in risk management, change management, security compliance, and quality assurance particularly within large-scale	- Qualification documents - Experience documents - Self-declaration on the letter head of the firm, duly signed by the authorised signatory.

			banking and financial services transformation programs. • Demonstrated ability to effectively engage and collaborate with senior leadership, vendors, and cross-functional teams to drive program objectives. • Proven track record in managing multi-phase platform migration, including end-to-end activities from planning to post-migration stabilization. • Strong capability in preparing comprehensive technical solution documents for all project deliverables, with adherence to established documentation standards and resolution process flow. • Experience in vendor management and coordination, including handling RFP processes, contract engagement support and ensuring on-time project delivery. • Proficient in risk identification, planning and mitigation with respect to risks associated with platform and application migration activities. • Expertise in resource management, dependency tracking, milestone alignment and effective handling of organizational change management to ensure successful program outcomes.	
Technical Leader (1)	BE /B. Tech/ M.Tech /MCA	15 Years	Technical Consultant with experience of 12 years or more and handled at least 2 Core Technical Projects involving Application, Database, or Infrastructure Transformation/ Revamp activities as a Technical Project Lead, with at least one project should be from the BFSI Sector. Skillset – • Expertise in leading technical design and implementation for CBS migration initiatives. • Strong ability to analyse and troubleshoot complex integration and performance issues encountered	• Qualification documents • Experience documents • PO • Client References

			during migration and transformation programs. • Demonstrated experience with emerging technologies for CBS optimization including Big Data, Predictive Monitoring, Analytics solutions. • Technical Lead should have the experience, qualification, and technical exposure to design scalable and resilient technology architectures capable of handling high transactions volume, variety, multiple integrations etc. • Extensive knowledge and hands-on experience of solution and technical architecture, including end-to-end system design and implementation.	
Senior Technical Consultant (3) i. Application Architect (1) ii. Database Architect (1) iii. Infrastructure Architect (1)	BE /B. Tech/ M.Tech /MCA	10 Years	Technical Consultant with experience of 12 years or more and handled at least 2 Core Technical Projects involving Application, Database, or Infrastructure Transformation/ Revamp activities in the BFSI Sector. Skillset – (i) Application Architect • In-depth understanding of CBS applications workflows, including end to end customer journeys across the multiple channels, with a strong focus on journey analysis and optimization. • Expertise in application refactoring and modernization initiatives, including payload optimization, implementation of secure practices, core platform rationalization, re-platforming, or containerizing applications with minimal downtime and business disruption. • Proficient in secure coding practices with strict adherence to financial and regulatory compliance standards applicable to the BFSI domain.	• Qualification documents • Experience documents • PO • Client References

			- Expertise with programming languages like Cobol, Java, JavaScript, Shell Scripts, PL/SQL etc., with the ability to support both legacy and modern application ecosystems. (ii) Database Architect - In-depth knowledge of CBS databases (Oracle/others) databases with proven experience in cross-platform database migration. - Should be OCP/OCM certified. - Expertise in database performance optimization, including query tuning, indexing strategies, and partitioning, to efficiently manage high transaction volumes and optimize transaction flows. - Proficiency in cross-platform migration, replication technologies, including Oracle Goldengate, Oracle Data Guard and other replication mechanisms such as Kafka, with experience in implementing zero-downtime migration strategies. - Experience in backup and recovery optimization with in-depth knowledge of automated backup tools, security controls, immutable backup, failover clustering, and disaster recovery solutions, aimed at achieving optimal RTO and RPO objectives. - Expertise in data encryption, data masking, Ransomware resilient architecture ascertaining banking regulatory compliance. (iii) Infrastructure Architect - Proven expertise in evaluating existing hardware and infrastructure landscapes and recommending future-ready, scalable infrastructure solutions.	
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			• Extensive experience in infrastructure benchmarking and capacity sizing to support current and projected workloads. • Demonstrated capability in designing and managing robust, scalable infrastructure architectures tailored for CBS, delivering optimal throughput and response times. • Strong proficiency in ensuring fault tolerance, disaster recovery readiness, and security compliance for mission-critical banking platforms. • Ability to optimize CBS infrastructure to support high transaction volumes while adhering to banking and regulatory standards. • Expertise in designing and validating cross-site replication strategies, leveraging appropriate tools and technologies to ensure high availability and data consistency. • Experience in leveraging storage snapshot technologies to optimize operational workflows, data protection, and recovery processes	
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(A) The Consultancy Team shall consist of the key personnel as mentioned above who shall discharge their respective responsibilities as specified below:

Note: -

1. For substantiating the credentials of resources proposed for deployment in the project bidder has to submit CVs of resources and Declaration by Authorized signatory stating the experience for each clause.

ROLES & RESPONSIBILITIES OF THE CONSULTANT

1. Project Governance & PMO Establishment

- Establish and operationalize a Project Management Office (PMO) to oversee project planning, execution, governance, tracking, and reporting.
- Define project milestones and ensure timely completion of monthly and quarterly deliverables in consultation with bank stakeholders, immediately upon engagement.
- Develop MIS reports, dashboards, KPIs, metrics, and executive presentations for periodic management review and decision-making.

- Provide regular project status, risk, and dependency reports, proactively escalating issues and blockers as required.
- Manage stakeholder communication and coordination across technical and non-technical teams, including Application, Database, and Infrastructure teams, to ensure seamless integration and smooth platform migration.
- Assist the Bank in defining a platform migration roadmap, including the adoption of emerging technologies such as AI and Machine Learning to enhance operational efficiency and innovation.
- Ensure application, database, and infrastructure stability during implementation as well as post-migration phases.
- Facilitate post-migration audit reviews and formal sign-offs.
- Provide ongoing operational support as required.
- The end-to-end preparation and validation of SOPs, manuals, technical documentation, interface and architecture diagrams, and runbooks.
- Establish governance cadence to drive steering committee meetings, governing council forums, and cross-stakeholder collaboration.

2. Migration Strategy & Roadmap

- Perform a comprehensive assessment of the CBS platform, including upstream and downstream applications and interfaces.
- Evaluate the current infrastructure, architecture, systems, and operational processes to identify gaps, risks, and inefficiencies.
- Recommend the most suitable application and database infrastructure architecture, considering transaction volumes and future growth patterns.
- Define and advice on the optimal migration approach (Application-first, Database-first, or parallel migration) to achieve minimal or zero downtime.
- Support RFP preparation covering application, database, and infrastructure requirements aligned with current workloads and future scalability.
- Develop a detailed and stakeholder-approved migration roadmap.
- Define database migration strategies ensuring data accuracy, completeness, and minimal business disruption.
- Coordinate and execute mock migration rehearsals, securing necessary approvals and sign-offs prior to production migration.
- Plan and oversee data migration execution from legacy systems to target platforms, ensuring data integrity throughout the transition.
- Validate mechanisms to ensure seamless integration and communication between CBS and auxiliary systems during and after migration.
- Ensure prerequisite sign-offs from AO, Database OEMs, Infrastructure OEMs, and other stakeholders prior to execution of database and application migrations.

3. Technology Architecture & Infrastructure

- Assess compatibility of proposed infrastructure solutions with existing CBS processes and recommend adjustments to ensure smooth integration with upstream and downstream systems.
- Drive, manage, and govern the overall technology architecture, aligned with industry best practices and security standards.

- Ensure infrastructure solutions align with business objectives, regulatory compliance, and security requirements, including recommendations for architectural enhancements.
- Define a long-term technical roadmap for hardware refresh and platform modernization, supporting up to 10 years of growth.
- Ensure high availability, optimized performance, benchmarking, and sizing of all critical components.
- Design resilient infrastructure architectures with automated failover across compute, storage, networking, and replication layers, aligned with RTO/RPO objectives to achieve zero or minimal downtime.
- Ensure systems remain secure, compliant, and current with evolving technologies and industry standards.
- Define strategies to achieve zero/near zero planned downtime during patching and maintenance activities.
- Review and validate database performance, consistency, completeness, and reliability during migration and post-migration phases.
- Define and validate strategies robust backup, snapshot, encryption, recovery, and fail-over mechanisms, both physical and virtual.

4. Security & Compliance

- Establish a security and compliance framework aligned with Banking, RBI, and BFSI regulatory guidelines and audit requirements.
- Ensure implementation of robust cyber security controls across infrastructure, database, and applications to protect sensitive financial data. The bank is having encryption standard. Bidder should review and advise industry best practices subject to acceptability by the bank.
- Design and validate ransomware-resilient architectures, including ransomware detection and readiness using advanced anomaly detection tools.
- Ensure data security at rest, in transit, and in use during implementation and post-migration operations.
- Define and enforce access controls, encryption standards, monitoring mechanisms, and incident response processes in line with industry best practices.

5. Change Management & Training

- Collaborate with stakeholders to capture functional and technical requirements, pain points, and enhancement opportunities.
- Provide comprehensive knowledge transfer sessions and documentation to the Bank's IT teams. Ensure post-go-live support and stabilization, addressing operational and performance issues.

The activity to be performed in parallel to the extent possible. Please note that the list is an indicative one and not exhaustive.

23.DESCRPTION OF DELIVERABLES

Deliverables/ Milestones: Consultant should provide a comprehensive project plan with weekly, monthly and quarterly deliverables. The project plan should include a detailed work breakdown structure and Checklist to track the progress of the project.

The consultant should onboard all its team members within 30 Calendar days from the date of issuance of PO.

Deliverable / Milestones shall include (Indicative but not limited to) following:

1) Milestone 1 - Assessment of Existing CBS and Infrastructure: 2 months (M1-M2)

Covering below deliverables but not limited to –

- a. Infrastructure & Functional Assessment Report
- b. Gap Analysis for operational resilience & Compliance Checklist
- c. Future-State Architecture Blueprint
- d. Migration Readiness & License Audit Report
- e. Observability for real time monitoring across the journey

2) Milestone 2 - Technology and Platform Evaluation: 1 month (M3)

- a. Report of performance, capacity, and limitations of the existing SPARC-based Oracle servers and Solaris platform.
- b. A detailed feasibility report for platform migration, benchmarking including possible alternatives to SPARC/Solaris (e.g., x86-based platforms, AIX based System).
- c. Report of Near Site Architecture for redundancy, performance, future-ready and disaster recovery readiness.
- d. Assess feasibility of Near DR Services for Business Continuity.
- e. Capacity planning for CBS Infrastructure for the next 10 years.

3) Milestone 3 - CBS Contract Renewal, Infrastructure Evaluation and SLA Execution: 6 months (M4-M9)

- a. Renewal of the CBS contract with M/s Tata Consultancy Services (TCS) Ltd.
- b. Planning and expansion of Data Centre (DC) and Disaster Recovery Centre (DRC) space.
- c. Assess and evaluate additional infrastructure requirements forming part of Data Centre and Disaster Recovery environment, including electrical and power infrastructure, GPU power requirement and allied components etc.
- d. Prepare and design a detailed architecture for Data Clean Room establishment
- e. Define tool stack and integration for Resilience Operation Center (ROC)
- f. Review and recommend best practices for Data Replication, Backup and Restoration
- g. Conduct a comprehensive review of the Bank's existing IT setup and recommend improvements aligned with industry best practices and emerging technologies.

4) Milestone 4 - Project Plan, Strategy and Migration Approach for CBS Database Platform Migration and CBS Application Platform Migration: 3 months (M4-M6)

- a. Project Management Plan
- b. Project Timeline & Milestone Tracker
- c. CBS Application Migration and CBS Database Platform Migration Strategy
- d. Governance & Communication Framework

5) Milestone 5 - RFP and Vendor Selection Support for CBS Database and Application platform migration: 8 months (M7- M14)

- a. RFP Drafting
- b. Vendor Selection & Site Visits, Technical Evaluation, Presentation
- c. Vendor Risk Analysis and SLA drafting
- d. Contract Summary
- e. Assist in SLA signing and issuing purchase order
- f. Bill of Materials Certification & Sizing Validation

6) Milestone 6 - Roadmap for Database and Application Migration & Risk Assessment: 18 months (M15- M32)

- a. Application Migration onto New Infrastructure along with the Monitoring Tools.
- b. Database Migration with Active-Active/Active-Passive setup in DC/DR/Near Site deployment architecture ensuring high availability and zero data loss onto New Infrastructure along with the Monitoring Tools.
- c. Identify and assess risks related to obsolescence, vendor lock-in, data migration, and business continuity.

7) Milestone 7 - Post Migration Review: 4 months (M33- M36)

- a. Post-Migration Assessment Report
- b. Monitoring Framework & Analytics Dashboard
- c. Final Compliance & Regulatory Audit Report
- d. Optimization Recommendations & Closure Summary
- e. Knowledge Transfer & Handover Checklists
- f. Provide post-go-live support & assistance for stabilization and performance tuning.

8) Cyber Security and Regulatory Compliance: Should be on continuous basis throughout the project period of 3 years (M1 to M36)

9) Change Management should be done within the entire project period of 3 years (M1 to M36)

10) RFP Preparation for any 3 additional Projects, Technical Evaluation, Presentation, Finalization of Bidder, Installation/implementation, Post Implementation Review and Commissioning Signoff for period of 3 years (M1 to M36)

Note:

1. Progress Reports & Review Meetings: Fortnightly, Monthly, Quarterly, Progress Reports to keep the Bank regularly informed about the progress of the assignment.
2. Regular MIS, Governance, and Compliance Reports.
3. BCP/DR Plan Document, End-user Training & Knowledge Transfer Documents, Operational Documents, Technical Documents, User Manuals, SOPs, HLD/LLD etc.
4. Other Reports: Any other report for submission to regulatory, government or any other authorities.
5. All the activities mentioned above to be performed in parallel to the extent possible.
6. Infrastructure for Application and Database to be implemented across all Data Centres.
7. DC, NDC, DR, NDR setup to be tested (Switchover/Switchback) within 4 months post implementation of Application and Database infrastructure.

24. Payment Terms

The term of the contract will be 3 years. The bidder must accept the payment terms proposed by the Bank as proposed in this section.

Payment Schedule: The pay-out from the Bank will be paid in parts after completion of the activities as per the following:

S. No	Payment Milestone	% of the TCO
1	Assessment of Existing CBS and Infrastructure (M1-M2)	5
2	Technology and Platform Evaluation (M3)	5
3	CBS Contract Renewal and Infrastructure Evaluation and SLA Execution (M4-M9)	15
4	RFP and Vendor Selection Support for CBS Database platform migration (M7-M14)	3
5	RFP and Vendor Selection Support for CBS Application platform migration (M7-M14)	3
6	Project Plan, Strategy and Migration Approach for CBS Application Platform Migration and CBS Database Platform Migration (M4-M6)	5
7	Completion of Database Migration & Risk Assessment (M15- M32)	15
8	Completion of Application Migration & Risk Assessment (M15- M32)	15
9	Post Migration Review (M33- M36)	15
10	Cyber Security and Regulatory Compliance: Should be on continuous basis throughout the project period of 3 years (M1 to M36)	5
11	Change Management should be done within the entire project period of 3 years (M1 to M36)	5
12	RFP Preparation for any 3 additional Projects, Technical Evaluation, Presentation, Finalization of Bidder, Installation/implementation, Post Implementation Review and Commissioning Signoff (M1 to M36)	9 (3 for each RFP)*

* Payment shall be released only for those RFPs, out of three additional RFPs assigned, for which the bidder is formally awarded the assignment during the period of 3 years. In case any of the three RFPs is not assigned to the bidder, no payment shall be released by the Bank for such unassigned RFP(s).

Other Payment Terms

- At all times Bank would be paying only for the services/ application modules utilized by the Bank or deployed in production. At no point, Bank would pay for the services/ modules that are not deployed for the Bank's use.
- The Successful Bidder recognizes that all payments to the Successful bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
- The reasons like non-familiarity with the site conditions and / or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.

4. As indicated above, in the event of non-completion of the specified Milestones, the Successful bidder shall not be entitled to any part payment.

Any objection/ dispute to the amounts invoiced in the bill shall be raised by the Bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within reasonable time (not exceeding 60 days) after the settlement of such disputes. However, any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Successful Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging, operating expenses etc.

25. Opening of Bids

Bids received within the prescribed closing date and time will be opened through Online mode.

The bids shall be opened in 2 phases:

In Phase 1, Technical bid including the Confirmation of Eligibility Criteria shall be opened per the schedule given in the RFP.

In Phase 2, Commercial Bids of only bidders who meet the Technical Evaluation cut-off shall be opened. The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the GeM Portal after the completion of opening process.

26. Proposal Modification

No additions or changes to any bidder's proposal will be allowed after the deadline for bidders to submit their proposals, unless such modification is specifically requested by Bank.

27. Clarification of Bids

During the bid evaluation, the Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

28. Result Notification

All bidders will be communicated of any decision made with respect to their RFP response as soon as practical. Bank will not be obliged to provide reasons for acceptance/ rejection of any response.

29. Cost of Responses

Bank will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the bidder's sole risk, cost and expense.

30. No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

31. Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
2. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
3. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
4. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
5. Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

32. Addendum/ Corrigendum

1. Bank may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date.
2. Any Addendum/Corrigendum that may be issued to clarify the RFP or to effect modifications to the RFP, including the Scope of Work and SLAs shall be published in Bank's website www.centralbank.bank.in.
3. To the extent there is any inconsistency between an Addendum/Corrigendum and this RFP, the Addendum/Corrigendum will prevail and if between two or more Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail.

33. Pre Bid Meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. Access to pre-bid meeting would be given only to those bidders, who have submitted proof of having remitted the tender fee or copy of valid MSME certificate, if claiming exemption.

For any clarification with respect to this RFP, the bidder may send an email to cmitspo@centralbank.bank.in and ittech@centralbank.bank.in. The format to be used for seeking clarification is mentioned in Pre-bid Query Format as per annexures. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or

otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier.

Written requests for clarification may be submitted to the Bank as per the schedule mentioned in the RFP prior to pre-bid meeting and clarifications for such queries shall be provided by Bank or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders will be allowed to attend the meeting. Bank may or may not respond to all the queries of the bidder.

34. Award of Contract

Bank reserves the sole right to reject or accept any and all quotations, whether solicited or unsolicited, or to negotiate separately with any Bidder in any manner deemed necessary at its sole discretion. This right includes award of a contract for only part of the scope of work. Bank reserves the right to waive infirmities and any irregularities in RFP Responses received and to accept any portion of a response or all items bid or to accept modifications to any RFP Response. Following the evaluation, contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from both a techno-functional and commercial point of view. The Bank may award the contract to a single Bidder or award only a part of the scope to a Bidder.

The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Deputy General Manager-Department of Information Technology at the address given in this RFP.

35. Rejection of Bids

The Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. However, the participation fee will not be refunded.

36. Signing of Contract/Service Level Agreement

The Successful Bidder shall be required to enter into a contract/SLA with Bank, within twenty one (21) days of the award of the Contract/SLA or within such extended period, as may be specified by Bank. The Contract /SLA will be based on this RFP, Purchase Order and the corrigendum. The Bank reserves the right to incorporate such additional terms and conditions into the Contract. However the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract /SLA is executed.

37. Legal Compliance

The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

1. The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation.

2. The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.

38. Amendment to Contract

No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties.

39. Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the contract shall be served by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

40. General Terms and Conditions

Apart from those guidelines, the bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. The bidder is responsible to setup a call for given client references for understanding the details.

41. Professional Fees:

If any of the items/activities as mentioned in the price bid and as mentioned in Total Cost of Ownership (TCO) items are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the Successful Bidder in the Price Bid against such activity/item. Bank shall pay the professional fees, only on actual basis, for which services have been availed in the contract period.

42. Subcontracting

The Successful Bidder shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract.

43. Liquidated Damage

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

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

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

In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned Successful bidder to submit fresh Bank guarantee for the same amount in this regard.

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

44. Force Majeure

- 1) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under the contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- 2) In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 3) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. However Successful bidder shall be entitled to receive payments for all services actually rendered up to the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

45. Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

46. Expenses and Taxes

The cost should include all related expenses. There are no additional expenses reimbursable by Bank. The bidder is expected to quote unit price in Indian Rupees as part of the commercial bid.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty, excise tax etc. The Bank will not pay any out of pocket expense.

47. Non-negotiability on RFP

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the Successful Bidder to the contract entered into by Bank and Successful Bidder and the expected service levels as mentioned in these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender document will remain unchanged unless explicitly communicated by Bank in writing to the bidders. The bidders shall adhere to the terms of this RFP and shall not deviate from the same. In the event of any deviations to the RFP the same to be clearly specified by the vendor as part of the bid response. Bank will discuss such deviations only with the final selected vendor.

48. Assignment

Bank may assign the services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Bank shall have the right to assign such portion of the services to any of the consultant, at its sole option, or upon the occurrence of any of the following:

- i. Bidder refuses to perform;
- ii. Bidder is unable to perform;
- iii. Termination of the contract with the Bidder for any reason whatsoever;
- iv. Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which Bank may have against the Bidder. The Bidder shall ensure that the said consultant shall agree to provide such services to Bank at no less favorable terms than those provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such consultant. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract/project.

49. Limitation of Liability

The aggregate liability of the Successful Bidder /Service Provider in connection with this Agreement, the consultancy services provided by the Consultant for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the value paid to the consultant in the contract for the specific scope of work document. The Service Providers liability in case of claims against the Bank resulting from misconduct or gross negligence of the Service Provider, its employees and subcontractors or from infringement Intellectual Property Right or breach of confidentiality obligations shall be unlimited.

50. Indemnity

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

- ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
 - iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
 - iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
 - v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
 - vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.
- 2) The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,
- i. The Bank notifies the Bidder in writing immediately on aware of such claim,
 - ii. The Bidder has sole control of defense and all related settlement negotiations,
 - iii. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
 - iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.
- 3) The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
- 4) Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:
- i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

- ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
 - a. The Bidder has sole control of the defense and all related settlement negotiations.
 - b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
- 5) Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
- a. Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
 - b. Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
 - c. Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
 - d. operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
 - e. Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.
- 6) In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:
- (i) Procure for Bank the right to continue using such Deliverable;
 - (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;

- (iii) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or
 - (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 3 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.
- 7) The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

51. Confidentiality of Bid documents and Confidentiality of the Project

1. The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.
The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.
2. "Confidential Information" means any and all information that is or has been received by the Successful Bidder ("Receiving Party") from Bank ("Disclosing Party") and that:
 - Relates to the Disclosing Party; and
 - Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the Bidder.
 - "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
 - Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. 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.

3. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 - Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 - In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
 - Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

- Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and Bank. Consultant has to execute Non-Disclosure Agreement/Undertaking with Bank as per format shared by the Bank.

52. Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

- The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
- The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Bank.
- The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
- In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Bank and a replacement of equivalent qualification and experience should be deployed; and
- Bank shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Bank.

53. Other Terms and Conditions

53.1 Bank reserves the right to:

- Reject any and all responses received in response to the RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.

- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation.
- The Bank reserves the right to float the RFP again. The Bank shall not incur any liability to the bidder(s) on account of reissue of RFP. Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following:
 - If none of the bidders qualify in the technical bid evaluation.
 - If selected bidder fails to execute the Consultancy Agreement within the time limit stipulated. Any decision in this regard by Bank shall be final, conclusive and binding on the bidders.
 - Bank may call upon the ultimate short-listed bidder to make presentation before Executives of the Bank.
 - Interview of the personnel being deployed on the project.

53.2 Professionalism:

The Successful Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

53.3 Adherence to Standards:

The Successful Bidder /vendor / consultant should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

The Bank / Regulators reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Service Provider either directly or through third party.

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.

53.4 EXPENSES:

It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than those mentioned in TCO.

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

Successful Bidder / its subsidiaries / Group companies shall not participate in any of the Tender / RFPs related to this project.

54. Substitute of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of Bank by providing other staff of the same level of qualifications and expertise. In such case name of any person changes during any stage of

the project, the qualifications and experience of the new person should be equivalent to or higher than that provided in the response to the RFP which is acceptable to the Bank.

55. Integrity Pact (IP)

- Each Participating bidder/s shall submit Integrity Pact, as per attached Annexure-9.
- Duly stamped for ₹500 (Rupees Five Hundred Only). Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact, as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process. Hard copy of the Integrity Pact to be submitted to Bank prior to bid opening.
- Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:
 - i. Shri Anant Kumar [anant_in@yahoo.com]
 - ii. Mr. Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]
- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

56. Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. 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.

57. Conflict of Interest

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

58. Transfer of Agreements

On request by Bank or its nominated vendor, the successful bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of Bank or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services

Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

59. Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the tender process and execution of such contracts in pursuance of this RFP:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidders/ Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

60. Information Ownership

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

61. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations

contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

62. Publicity

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

63. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure 17: Land Border Sharing Undertaking in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- 2) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein-before, including any agency branch or office controlled by such persons, participating in a procurement process.
- 3) “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - i. An entity incorporated, established, or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation

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

64. Delays in successful Bidder’s Performance

The successful bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder and if the issue is not resolved then resort to any or all of the following:

- i) Claiming Liquidated Damages
- ii) Termination of the purchase agreement fully or partly and claim liquidated damages
- iii) Forfeiting of Earnest Money Deposit / Invoking PBG Bank Guarantee

65. Penalty

- 1) All Deliverables / reports need to be submitted within 15 days from the actual deliverable date / completion of the activity. A penalty will be imposed on delay of more than 15 days on account of the Bidder on submitting the necessary Deliverables / reports @ 2.5% of Milestone bill payable, per month and part thereof subject to maximum 10% of Project Cost.
- 2) The consultant should onboard all its team members within 30 Calendar days from the date of issuance of Purchase Order. Under any circumstances, if all five(5) resources are not onboarded as stipulated, the applicable penalty shall be imposed and Bidder shall be liable to pay Rs. 20,000/- per working day for delay in providing each resource of consultants subject to maximum 10% of Project Cost.
- 3) During the contract period, if all five(5) resources are not available on onsite, the applicable penalty shall be imposed and Bidder shall be liable to pay Rs. 5,000/- per working day for delay in providing each resource of consultants subject to maximum 10% of Project Cost.
- 4) The bidder needs to provide Credit Note towards penalty imposed as and when required.

The Bank reserves the right to terminate the contract on account of non-completion of the project. Further, the consultant will be disqualified for future engagement with the Bank for the specified timeframe as decided by the Bank.

66. Bid Submission

- 1) Bidders satisfying the eligibility conditions (mentioned in Eligibility Criteria) and General terms and conditions specified in this document, may submit their bid through Government e-Marketplace (GeM) on or before the time-line stipulated in Invitation for Tender Offers.
- 2) All responses received after the due date/time be considered late and would be liable to be rejected. Government e Marketplace (GeM) portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Bidder who lodges a late RFP response for any reason whatsoever.
- 3) Bank will not accept the bid through any other mode except GeM.
- 4) Bid Security / Earnest Money Deposit: "Earnest Money Deposit" shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no **GEM/2026/B/7370708** in favour of "Central Bank of India" or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai/Navi Mumbai.
- 5) The scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of "final online bid submission The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- 6) Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure 13: Bid Security (Earnest Money Deposit)). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. Ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

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

67. Technical and Commercial Offers

Technical Offer:

- 1) The Technical Offer (TO) should be complete in all respects and contains all information asked for, in this document.
- 2) It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with Technical Offer (TO). However, any mention of price in Technical Offer (TO) will result in disqualification of the bid.
- 3) The Technical Offer (TO) must be submitted in an organized and structured manner. All the product brochures / leaflets / manuals etc. should be submitted along with the Technical Offer (TO). The technical offer should be in compliance with technical requirement / specifications.

- 4) The Technical Offer (TO) must contain the proof of submission of bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process.

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

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

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

68. Evaluation & Acceptance

- 1) Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
- 2) In case, any of the successful bidder is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
- 3) Bank reserves the right to reject the bid offer under any of the following circumstances:
 - i. If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - ii. If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - iii. If there is a deviation in respect to the technical specifications of hardware items.

- 4) The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons.

69. Insurance

The equipment (hardware/software, etc.) supplied under the contract shall be fully insured by the Successful Bidder/Service Provider against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation. The insurance shall be obtained by the Service Provider, naming Central Bank of India as the beneficiary, for an amount equal to 100% of the invoiced value of the goods on an "all risks" basis, covering risks such as damage, theft, fire, or natural disasters. The period of insurance shall remain in effect until the supplied components are accepted by the Bank, and the rights to the property are transferred to the Bank at its premises. In the event of any loss or damage, the Service Provider shall initiate and pursue the claim until settlement. Additionally, the Service Provider must promptly make arrangements for the repair and/or replacement of any damaged items, irrespective of the settlement of the claim by the underwriters. Furthermore, the Service Provider shall ensure that the insurance policy remains valid throughout the supply, transportation, and installation period, and any gaps in coverage shall be rectified immediately. The Service Provider shall also provide the Bank with necessary documentation of the insurance policy, claim details, and any associated correspondence with the underwriters.

70. Order Cancellation

Bank reserves the right to cancel the contract placed on the service provider and recover expenditure incurred by the Bank under the following circumstances. If the service provider commits a breach of any of the terms and conditions of the bid, or if the service provider goes into liquidation, voluntarily or otherwise, the Bank reserves the right to cancel the contract. Additionally, if an attachment is levied or continues to be levied for a period of seven days upon the effects of the bid, the Bank may take appropriate action. If the service provider fails to complete the assignment as per the timelines prescribed in the RFP and any extension allowed, it will be considered a breach of contract, and the Bank reserves its right to cancel the order in the event of delay and forfeit the bid security/performance Bank guarantee as liquidated damages for the delay. If deductions on account of liquidated damages exceed more than 10% of the total contract price, the Bank reserves the right to cancel the contract.

After the award of the contract, if the service provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the service provider is bound to make good the additional expenditure that the Bank may have to incur in executing the balance contract. This clause is applicable if, for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including pending bills and/or invoking the Bank guarantee under this contract.

In addition to the cancellation of the purchase order, the Bank reserves the right to appropriate the damages from the Bid Security / Performance Bank Guarantee given by the service provider and/or foreclose the Bank guarantee given by the service provider against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, or failure to fulfill the contractual obligations of the Purchase order, the Bank may debar/blacklist the service provider from participating in future tender processes. The Bank reserves the right to inform IBA/other Banks about blacklisting the service provider in case of default in service or delay leading to financial or reputational loss, loss of time of the Bank.

71. Confidentiality & Non-Disclosure

- 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.
- 2) 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.
- 3) 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.
- 4) As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
- 5) The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.
- 6) 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.

Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs. Bidder must comply RBI circular on “Cyber Security Framework for Banks” and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.

72. Resolution of Disputes

- 1) The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection

- with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- 2) All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.
 - 3) The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.
 - 4) If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.
 - 5) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

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

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

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

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

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take

back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

74. Sub-Contractor/ Independent Contractor

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

75. Execution of Contract, SLA & NDA

The Successful bidder and Bank shall execute:

- 1) Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- 2) Non-disclosure Agreement.
- 3) The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order. In case of any discrepancy among the RFP, SLA and Purchase Order, the RFP clauses shall prevail.

76. Bidder's Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of contract. The Bidder's liability in case of claims against the Bank resulting from willful misconduct or gross negligence of the Bidder, its employees, or subcontractors, or from infringement of patents, trademarks, copyrights (if any), or breach of confidentiality obligations shall be unlimited. In no event shall Bank be liable for any indirect, incidental, or consequential damages or liability under, in connection with, or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and

verification of antecedents of employees/ personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Subject to any law to contrary, and to the maximum extent permitted by law neither party shall be liable to other for any remote and indirect loss or damages arising out of this tender and subsequent agreement or services provided.

77. Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- 1) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- 2) Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the Bank.
- 3) Include clause to allow the reserve Bank of India or persons authorized by it to access the Bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
- 4) Recognized the right of the reserve Bank to cause an inspection to be made of a service provider of the Bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- 5) Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the

applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

78. Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.

79. Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents required by the Bank.

80. Information Security

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

81. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services.

The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its

obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank,

- Obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or
- Modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or
- Replace the Software with a compatible, functionally equivalent and non-infringing product. All third-party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third-party software or modules supplied by the Bidder as part of this Project.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual / subscription, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its

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

Digital Personal Data Protection Compliance

The Bidders shall, at all times, comply with the provisions of the Digital Personal Data Protection Act, 2023 (“DPDP Act”) and the Digital Personal Data Protection Rules, 2025 / Notifications / Guidelines and further rules made thereunder.

The Bidders shall implement appropriate technical and organizational measures to ensure lawful processing, secure handling, confidentiality, integrity, availability, and protection of personal data obtained, accessed, shared, or processed in connection with this RFP and the resultant contract.

Further, the Bidders shall take due care while collecting and dealing with sensitive personal data or information of Bank and its customer. Any processing of Personal Data by the Service Providers in the performance of the Agreement under this RFP shall be in compliance with the above Act/Rules. The Service Provider shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable.

The Bidders shall act only on documented instructions of the Bank and shall not process personal data for any purpose other than the performance of the obligations under this RFP. Any data breach, unauthorized access, misuse, loss, or disclosure of personal data must be reported to the Authority/Bank in writing within [24 hours] of occurrence, along with an incident report and remedial action plan.

The Bidders shall indemnify and hold harmless the Bank against any loss, liability, penalty, claim, cost, or damages arising out of non-compliance with the DPDP Act and Rules made thereunder.”

Labour Law Adherence and Compliance with Court Directions.

The Bidders shall ensure full compliance with all applicable labour laws, employment laws, industrial relations regulations, social security legislation, and any orders/directions issued by competent Labour Courts/Industrial Tribunals/Authorities / RBI and any other Regulatory/ Statutory body in India.

The Bidders shall be solely responsible for payment of salaries, wages, statutory contributions, benefits, and all dues to its employees, subcontractors, labour, and statutory personnel deployed for execution of work under this RFP.

No employer-employee relationship shall be deemed to exist between the Bank and the personnel engaged by the Bidders.

In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Bidder/Vendor, the same shall be solely borne and resolved by the Bidder/Vendor without any liability upon the Bank.

The Bidders shall indemnify the Bank against any losses, costs, or legal liabilities on account of any violation or non-compliance of applicable laws including any liabilities, costs or expenses arising in connection with any proceedings in respect thereof.

82. Termination

82.1 Termination for Default

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

- 1) If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;
- 2) If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- 3) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

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

82.2 Termination for Insolvency

If either party becomes Bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is

appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming Bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

82.3 Termination- Key Terms & Conditions

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

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

- 1) has a winding up order made against it; or
- 2) has a receiver appointed over all or substantial assets; or
- 3) is or becomes unable to pay its debts as they become due; or
- 4) enters into any arrangement or composition with or for the benefit of its creditors; or
- 5) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

82.4 Right to Transfer IT Outsourcing Arrangements

In the event of termination, the Bank reserves the right to orderly transfer the proposed IT outsourcing arrangement to another service provider, if necessary or desirable, to ensure minimal disruption of services. This transfer shall be managed in an efficient manner, with the bidder cooperating fully with the Bank to facilitate this process, including transferring knowledge, data, and providing assistance as required.

82.5 Exit Option & Contract Re-Negotiation

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

- 1) Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract.
- 2) Substantial delay in delivery, performance or implementation of the solution beyond the specified period.
- 3) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper

reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

83. Privacy & Security Safeguards

- 1) The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.
- 2) The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- 3) The Bidder hereby agrees that they will preserve the documents.
- 4) The Bidder shall provide to the Bank, the details of all data related to the Bank and its customers that the service Provider captures, Processes and stores.
- 5) The Bidder may only share customer data with third parties when legally required, with prior consent, or for necessary operational purposes, ensuring compliance with confidentiality and data protection agreements.

84. Governing Law and Jurisdiction

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

Statutory and Regulatory Requirements

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

85. Compliance

- 1) The Service Provider (SP) agrees to comply with all applicable laws, regulations, and industry standards, including but not limited to the **Information Technology Act, 2000**, **Digital Personal Data Protection Act, 2023**, RBI's "Digital Personal Data Protection Compliance

The Bidder/Vendor shall, at all times, comply with the provisions of the **Digital Personal Data Protection Act, 2023 ("DPDP Act")** and the **Digital Personal Data Protection Rules, 2025 / Notifications / Guidelines** and further rules made thereunder.

The Bidder/Vendor shall implement appropriate technical and organizational measures to ensure lawful processing, secure handling, confidentiality, integrity, availability, and protection of personal data obtained, accessed, shared, or processed in connection with this RFP and the resultant contract.

Further, the Bidder/Vendor shall take due care while collecting and dealing with sensitive personal data or information of Bank and its customer. Any processing of Personal Data by the Service Providers in the performance of the Agreement under this RFP shall be in compliance with the above Act/Rules. The Service Provider shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable.

The Bidder/Vendor shall act only on documented instructions of the Bank and shall not process personal data for any purpose other than the performance of the obligations under this RFP.

Any data breach, unauthorised access, misuse, loss, or disclosure of personal data must be reported to the Authority/Bank in writing within [24 hours] of occurrence, along with an incident report and remedial action plan.

The Bidder/Vendor shall indemnify and hold harmless the Bank against any loss, liability, penalty, claim, cost, or damages arising out of non-compliance with the DPDP Act and Rules."

- 2) The Service Provider (SP) agrees to comply with all applicable laws, regulations, and industry standards, including but not limited to the "Labour Law Adherence and Compliance with Court Directions

The Bidder/Vendor shall ensure full compliance with all applicable labour laws, employment laws, industrial relations regulations, social security legislation, and any orders/directions issued by competent Labour Courts/Industrial Tribunals/Authorities / RBI and any other Regulatory/ Statutory body in India.

The Bidder/Vendor shall be solely responsible for payment of salaries, wages, statutory contributions, benefits, and all dues to its employees, subcontractors, labour, and statutory personnel deployed for execution of work under this RFP.

No employer-employee relationship shall be deemed to exist between the Bank and the personnel engaged by the Bidder/Vendor.

In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Bidder/Vendor, the same shall be solely borne and resolved by the Bidder/Vendor without any liability upon the Bank.

The Bidder/Vendor shall indemnify the Bank against any losses, costs, or legal liabilities on account of any violation or non-compliance of applicable laws including any liabilities, costs or expenses arising in connection with any proceedings in respect thereof.”

The clauses under RBI master Directives on Outsourcing of IT Services are:-

- i. **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 Vendor.
 - ii. **Vendor to Provide Details of Data:** The Vendor to provide to Bank the details of data (related to Bank and its customers) captured, processed and stored.
 - iii. **Data / Information which can be shared:** Vendor is not permitted to share any type of data/information with Bank’s customer and / or any other party.
 - iv. **Information of Third Parties :** Bank will have right to seek information from the Vendor about the third parties (in the supply chain) engaged by the former;
 - v. **Prior Approval / Consent of Bank for use of Sub- contractors:** Vendor to take prior approval/ consent of the Bank for use of sub-contractors for all or part of an outsourced activity.
 - vi. **Skilled Resources of Vendor for Core Services :** Vendor 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).
 - vii. **Back to Back Arrangements between Vendor and OEM:** There should be suitable back-to-back arrangements between Vendor and the OEMs, if any.
 - viii. **No relationship of master and servant or employer and employee:** Notwithstanding what is stated elsewhere in this agreement, this agreement does not create any relationship of Master and servant or Employer and employee as between the Bank on the one hand and the Vendor and/or the personnel employed/engaged by the Vendor on the other hand. The parties expressly understand and agree that this agreement broadly covers in respect of specific job/s to be performed by the Service Provider.
- 3) The Service Provider shall adhere to the Bank’s **Information Security Policy** and implement necessary controls for system security, including access control, data protection, and encryption, at all levels (e.g., database, operating system, application). The SP must also ensure the hardening of systems to protect against vulnerabilities.

85.1 Adherence to Cyber Security Policy

- 1) Vendors are responsible for complying with the security standards or desired security aspects of all the ICT resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with Vendor.
- 2) Vendor should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy guidelines and have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed. At any time, if it comes to the notice of the Bank that data has been compromised/disclosed/misused/misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to fully compensate the Bank of loss incurred by the Bank.
- 3) Vendor has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
- 4) The Service provider shall put in place necessary controls within its organization for maintaining confidentiality of the Bank's and its customer's data.

85.2 Compliance with Laws

- 1) Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.
- 2) Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

86. Entire Agreement & Amendments

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

87. Survival and Severability

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

88. Bidding Document

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

a) Amendments to Bidding Documents

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

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

b) Period of Validity

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

c) Last Date and Time for Submission of Bids

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

d) Late Bids

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

e) Modifications and/or Withdrawal of Bids

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

f) Clarification of Bids

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

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

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

g) Sustainable Sourcing

The Bidder 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 Bidder shall provide documentation or

certifications demonstrating their commitment to Sustainable Sourcing upon request. Failure to comply with these requirements may result in contract termination.

89. Remote Access:

Any type of remote access will not be allowed outside Bank's Network.

90. Obligation to cooperate with relevant authorities in case of Insolvency/Resolution

a) Insolvency

In the event that Bank becomes subject to insolvency proceedings, financial restructuring, or resolution by relevant authorities (including, but not limited to, governmental bodies, regulatory agencies, or liquidators), the Service Provider shall cooperate fully with such authorities, in accordance with applicable laws and regulations.

b) Cooperation

The Service Provider agrees to provide all necessary information, documentation, and assistance as requested by the relevant authorities, including but not limited to access to data, records, systems, and personnel, to ensure a smooth transition or orderly resolution process.

c) Continued Service during Resolution

In the event of insolvency or resolution of the Bank, the Service Provider shall continue to perform its obligations under this Agreement unless otherwise directed by the relevant authorities or instructed by Bank.

d) Notification

The Service Provider shall notify the Bank promptly upon learning of any insolvency, liquidation, or resolution proceedings involving the Bank, and shall comply with any directions provided by the relevant authorities.

91. Data Localization

The Bidder shall ensure that all data, as applicable to the concerned Bank, is stored exclusively within India, in full compliance with the extant regulatory requirements set forth by the relevant authorities. The Bidder shall not store or process any data outside of India without prior written consent from the Bank and approval from regulatory bodies.

92. Authorized Signatory

The Bidder shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by Bank.

93. Escrow Arrangements

The bidder has to facilitate for Escrow Agreement between all the parties. The OEM shall either provide the source code along with the necessary documentation or ensure that the

source code is securely placed under an escrow arrangement, as agreed upon by all parties. The escrow agreement shall include provisions that, in the event of a predefined triggering event (such as the OEM going out of business, breach of contract, or any other specified event), the source code will be made available to the Bank in a timely manner, ensuring uninterrupted support and maintenance of the solution.

The Bidder shall bear all costs related to setting up and maintaining the escrow arrangement, including any charges incurred for the services of the Escrow Agent. The Bank shall not be responsible for any costs related to the escrow setup or the escrow agent's services.

In addition, the Service Provider shall ensure regular and secure backups of the source code and other critical data. Backup of all relevant data, including the source code, must be performed and securely stored in accordance with the Bank's Data Security and compliance requirements. The Bank shall have access to these backups upon request to ensure continuity and security of operations.

Checklist for Submission

#	Particulars	Bidders Remark (Yes/No)
1	Certificate of Incorporation	
2	Audited Balance sheets of last three years - 2022-23, 2023-24, 2024-25	
3	CA certificate for three years average turnover for financial years 2022-23, 2023-24, 2024-25	
4	CA certificate for operating profit for last three financial years 2022-23, 2023-24, 2024-25	
5	CA certificate for net worth for last three financial years i.e. 2022-23, 2023-24, 2024-25	
6	Self-declaration by the Authorized Signatory for not having filed for Bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head stating bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order.	
8	Self-declaration on Company's letter head stating Bidder/OEM should not have any pending litigation or any dispute in the last 5 years	
9	Self-declaration on Company's letter head regarding • NPA • Any case pending	
10	Document Cost	
11	Annexure 1: Conformity Letter	
12	Annexure 2: Commercial Bill of Material	
13	Annexure 3: Bidder's Information	
14	Annexure 4: Letter for Conformity of Product as per RFP	
15	Annexure 5: Undertaking of Authenticity for Products Supplied	
16	Annexure 6: Undertaking for Acceptance of terms of RFP	
17	Annexure 7: Manufacturer's Authorization Form	
18	Annexure 8: Integrity Pact	
19	Annexure 9: Non-Disclosure Agreement	
20	Annexure 10: Performance Bank Guarantee	
21	Annexure 11: Bid Security (BG Format- for Earnest Money Deposit)	
22	Annexure 12: Bidders Particulars	
23	Annexure 13: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"	
24	Annexure 14: NPA Undertaking	
25	Annexure 15: Land Border Sharing Undertaking	
26	Annexure 16: Cover Letter	
27	Annexure 17: Escalation Matrix	
28	Annexure 18: Query Format	
29	Annexure 19: Eligibility Criteria Compliance	
30	Annexure 20: Guidelines on banning of Business Dealings	
31	Annexure 21: Undertaking of Information Security from Bidder	
32	Annexure 22: Software Bill of Material (SBOM) Format	
33	Annexure 23: Template for Third Party Due Diligence Questionnaire	
34	Annexure 24: Format for Credential Letter (For Client References)	

Annexure 1: Conformity Letter

Date

To,

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

Sir,

Sub: Tender No. **GEM/2026/B/7370708**

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

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

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

Yours faithfully,

Authorized Signatory

Designation

Company Name

Annexure 2: Commercial Bill of Material

Ref: - GEM/2026/B/7370708

The Bill of Material for Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services Project is mentioned as under.

Description	Total Cost to Ownership (TCO) for 3 Years in Rs. (Without Tax)	GST Amount (Rs.)	Grand Total (TCO + GST Amount) (Rs.)
Consultancy Fee for the Project - Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services			
Total Cost in Words:			

Instructions:

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes. In case of any discrepancy, amount quoted in words will be considered.
2. Payment will be made as per the payment terms mentioned in this RFP.
3. In case of any delay attributable to Bank, the project term of 36 months shall be extended proportionately as accepted by the Bank. The TCO shall not undergo any change in such cases.
4. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST. GST will be paid on actual on production of original invoice.
5. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. Breakup of implementation cost should be provided to the Bank if required by the Bank.
7. Consultant to factor all its expenses like travelling, boarding, lodging etc. Apart from amount specified in commercial bid, no other expenses will be paid by the Bank.

_Place:

Date:

Seal & Signature of the authorized
person of the bidders

Annexure 3: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details(Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in IT Consultancy services	
8.	Annual Turnover (In Rs.) 2022-23 - 2023-24 – 2024-25 -	
9.	Operating Profits (In Rs.) 2022-23 - 2023-24 – 2024-25 -	
10.	Net Worth (In Rs.) 2022-23 - 2023-24 – 2024-25 -	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers	
16.	Name and Address of OEM	
17.	Brief Description of after sales service facilities available with the bidder.	
18.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 4: Letter for Conformity of Product as per RFP

Date

To,

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

Sir,

Sub: Tender No. GEM/2026/B/7370708

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

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

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

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

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

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 5: Undertaking of Authenticity for Products Supplied

Date

To,

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

Sir,

Sub: Tender No. GEM/2026/B/7370708

With reference to RFP for -----:

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

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

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 6: Undertaking for Acceptance of Terms of RFP

Date

To,

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

Sir,

Sub: Tender No. GEM/2026/B/7370708

With reference to RFP for -----:

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

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

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 7: Manufacturer's Authorization Form

Date

To,

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

Dear Sir,

Sub: Tender No. GEM/2026/B/7370708

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

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

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

Yours Faithfully,

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

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

Annexure 8: Integrity Pact

Integrity Pact

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the The Bharatiya Nyaya Sanhita, 2023 /Prevention of Corruption Act, 1988/ any other law or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings”. (As given in the Annexure22)

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

- 6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word „Monitor“ would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

Section 11- FALL CLAUSE

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

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

Annexure 9: 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

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

WHEREAS:

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

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

1. Confidential Information

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

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

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

2. Non-Disclosure

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

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

3. Publications

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

4. Term

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

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

5. Title & Proprietary Rights

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

Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information

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

7. Remedies

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

8. Entire Agreement, Amendment and Assignment

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

9. 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.

10. Indemnity

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

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

**Signed, Sealed and Delivered for the
Principal**

**Signed, Sealed and Delivered for the
Bidder**

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

Annexure 10: Performance Bank Guarantee

To,

Central Bank of India, Mumbai

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

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

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

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

10) Notwithstanding anything contained herein:-

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

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

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

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

Date this ----- day of ----- 2025 at -----

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

sd/- -----

Annexure 11: Bid Security (BG Format- for Earnest Money Deposit)

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

Dear Sir,

In response to your invitation to respond to your RFP for _____, M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the „Bidder“ has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs _____ (RupeesOnly)** as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFQ.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees ----- without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein above:

1. Our liability under this Bank guarantee shall not exceed **Rs. _____ (RupeesOnly)**
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only upon service of a written claim or demand by you on or before _____ (date of expiry of BG plus claim period, if any)

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

Yours faithfully,
For and on behalf of _____
Bank Authorised Official

Annexure 12: Bidder's Particulars

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

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 13: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"

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

Date:-----

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

Subject: RFP for Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services

Sir,

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

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

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

Authorized Signatory Name:

Designation:

Email and Phone

Annexure 14: NPA UNDERTAKING

Performa of letter to be given by all the bidders participating in RFP for Augmentation, Refresh of System Supporting Application at Bank on their official letter-head

Date:

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

Sir,
Subject: RFP for Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services

We _____ (bidder name), hereby undertake that-

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Annexure 15: Land Border Sharing Undertaking Letter

Pro forma of letter to be given by all the bidders participating in the RFP for Augmentation, Refresh of System Supporting Application at Bank on their official letter-head

To

Date:

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

Sir,

Sub: RFP for Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services

Dear Sir/Madam,

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

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

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

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered [Valid registration by the Competent Authority is attached]”.

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

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

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

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

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

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

Annexure 16: Cover Letter

Date:

To

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

Dear Sir/Madam,

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

Authorised Signatory

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

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

Annexure 17: [Escalation Matrix]

Ref: Tender No - GEM/2026/B/7370708

Date: -

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

Sir,

Reg: RFP for Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services

Escalation Matrix.

Name of the Company

Delivery Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
A		First Level Contact				
B		Second level Contact				
C		Third level Contact				
D		Country Head				

Service Related Issues:

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

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

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

Annexure 18: Query Format

Queries:

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

Date:

Authorised Signatory & Stamp

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

Annexure 19: Eligibility Criteria Compliance

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

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

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
Bidder's Financial Strength			
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder along with Memorandum & Articles of Association/ Partnership Deed.	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Proof of registration with GSTIN	
3.	The bidder must have an average turnover of minimum Rs.100 crores during the last three financial years (i.e. 2022-23, 2023-24, 2024-25) in India as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FYs.	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years. (i.e. 2022-23, 2023-24, 2024-25)	Copy of audited Balance Sheet along with profit and loss statement and Certificate of the Chartered Accountant for preceding three FYs.	
5.	The bidder should have a positive net worth in last three financial years. (i.e. 2022-23, 2023-24, 2024-25)	Certificate of the Chartered Accountant for preceding three FYs.	
Bidder and OEM Experience			

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
6.	The Bidder must have minimum 5 years of experience in providing IT Consultancy Services in BFSI sector in India. This should include services such as Vendor Selection / RFP Preparation / CBS Contract Renewal / IT Project management etc.	Credential letter OR Copy of Purchase order/ Contract copy	
7.	The Bidder must have experience in at least 2 IT-Tech Stack Migration consultancy engagement in BFSI sector involving activities such as hardware sizing/ Database Migration strategy/ Infrastructure upgrade/Infrastructure change.	Credential letter OR Copy of Purchase order/ Contract copy (Client confirmation email should be from company Email id of the client) On-going projects will also be considered, however at least 1 project should be completed.	
8.	Bidder must have minimum 1 Core Banking Solution (CBS) Infrastructure Migration advisory engagement for a Scheduled Commercial Bank within the last 10 years.	Certificate of completion of the work/User acceptance report/Client Confirmation Email. (Client confirmation email should be from company Email id of the client)	
9.	The resource proposed for the engagement should be on the payroll of the company.	Submit the undertaking self-declaration on Company's letter head	
Bidder Compliance			
10.	At the time of bidding, the Bidder should not have been blacklisted / debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the undertaking self-declaration on Company's letter head	
11.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit the undertaking self-declaration on Company's letter head	

#	Eligibility of the Bidder and OEM	Documents to be submitted	Compliance (Y/N)
12.	Bidder/OEM should not have - NPA with any Bank /financial institutions in India Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.	Submit self-declaration on Company's letter head.	
13.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.	Certified copy of the registration certificate	
14.	The Bidder or Its Technology Partner should not be owned or controlled by any Director, officer or employee of Central Bank of India or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Undertaking to be given by the Bidder at time of submission.	

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

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

- 1) Bidders need to ensure compliance to all the eligibility criteria points.
- 2) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- 3) In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- 4) Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- 5) If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
- 6) Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- 7) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730

dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:

- i. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
- ii. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

Authorised Signatory

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

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

Annexure 20: Guidelines on Banning of Business Dealing

1.0 GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Introduction

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

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

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated. 2.2. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers/ Buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

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

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

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

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- 1) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- 2) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - i. If one is a subsidiary of the other;
 - ii. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - iii. If management is common;
 - iv. If one owns or controls the other in any manner.
- 3) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - i. For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
 - ii. For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors" Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
 - iii. 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.
 - iv. 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 GAD shall be the “Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

- v. Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- 4) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- 5) ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

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

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to

all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or

not;

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

7. Banning of Business Dealings

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

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- 1) To study the report of the Investigating Agency and decide if a prima-facie case for Bank- wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- 2) To recommend for issue of show-cause notice to the Agency by the concerned department.
- 3) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- 4) To submit final recommendation to the Competent Authority for banning or otherwise.

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

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

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

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

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

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

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

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

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

9. Show Cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

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

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

- i. For exonerating the Agency if the charges are not established;
- ii. For removing the Agency from the list of approved Suppliers / Contractors, etc.
- iii. For banning the business dealing with the Agency.

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

10. Appeal against the Decision of the Competent Authority

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

etc.

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

11. Review of the Decision by the Competent Authority

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

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

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

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

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

Annexure 21: [Undertaking of Information Security from Bidder]

Ref: Tender No - GEM/2026/B/7370708

Date: -

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

Sir,

Reg:- RFP for Appointment of Consultant for CBS (Core Banking Solution) Contract Renewal, Migration from Solaris Platform and other allied IT Services

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

We also undertake that:-

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

Yours faithfully,

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

Date:

Phone No.:

E-mail:

Annexure 22: [Software Bill of Material (SBOM) Format]

If the bidder uses any tool in bank's environment for consultancy services, the following format needs to be submitted.

SBOM FORMAT								
S N	Applic ation Name	Softw are Packa ges	Type of Software (App/Web/DB /Middleware)	Installed Version/ Installed Date	Late st Versi on	License Type (Perpetu al/ Subscri ption)	No. of Licenses/ AMC validity	OEM/A MC Vendor
1								
2								
3								
4								

The bidder must submit only such document as assurance regarding the accuracy, completeness and timelines of SBOM.

Yours faithfully,

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

Annexure 23: Template for Third Party due Diligence Questionnaire

Third Party Name					
Third Party Location					
Service Description					
S. N.	Domain	Sub-domain	Control question	Re-spons e	Com-ments (If any)
				(To be filled by Third Party)	
1	Governance	Strategy & Operating Model	Do you have a dedicated information / cyber security team, responsible for information security governance across the organization?		
2	Governance	Policies, Standards & Architecture	Do you have information / cyber security policy?		
3	Governance	Policies, Standards & Architecture	Are all your policies and procedures reviewed periodically?		
4	Governance	Cyber Risk Culture & Behaviour	Do you perform periodic risk assessments? If Yes, please define the frequency		
5	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment ISO 27001: 2013 certified for the scope of the service being offered to Central Bank of India? If Yes, please provide the latest copy of the certification and specify the scope of implementation.		
6	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment SOC 2 Type II attested or certified for the scope of the service being offered to Central Bank of India?		
7	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment PCI - DSS certified for the scope of the service being offered to Central Bank of India?		
8	Governance	Cyber Risk Management, Metrics & Reporting	Are appropriate procedures & controls implemented to ensure compliance with the usage of proprietary software products?		
9	Resilient	Incident & Crisis Readiness	Do you have a formal document for incident management?		
10	Resilient	Incident & Crisis Readiness	Is awareness training given to your employees to identify information security events?		
11	Resilient	Incident & Crisis Readiness	Do you have a formal cyber crisis management plan?		

12	Resilient	Incident Response	a. Have you ever experienced a cybersecurity incident or data breach in last 3 years? This includes network, systems, software, etc. b. Will you notify Central Bank of India about any security, privacy incident, and event of disaster affecting Central bank of India services within 2 hrs. of incident being identified? c. Are the root cause analysis is performed for the security incidents.		
13	Resilient	Incident Response	Please provide details if you have ever been subject to any enforcement actions, investigations or litigation related to privacy or information security?		
14	Resilient	BCP / DR	Do you have a Business Continuity / Disaster Recovery Plan in place at an organization level?		
15	Resilient	BCP / DR	Have you identified the events that could cause interruptions to business process?		
16	Resilient	BCP / DR			
17	Resilient	BCP / DR	Do you have a failover site? Please describe if that is Hot, Warm or Cold site.		
18	Resilient	BCP / DR	Is there sufficient redundant capacity to ensure services are not impacted in multi-tenant environments during peak usage?		
19	Resilient	BCP / DR	If You store Central Bank of India data - is backed up data tested on a regular basis? - is data backup encrypted?		
20	Information Security	Penetration Testing & Vulnerability Scanning	Do you periodically perform External IS Audit/ VAPA		
21	Information Security	Security Event Monitoring	1. Do you have mechanism to preserve Audit trail logs?		
22	Information Security	Network Security	Have you implemented Advance cyber security controls/ tools (eg. WAF, DDoS, Firewall , SIEM etc)		
23	Information Security	Customer Data Protection	Do you have the technical capabilities to identify & segregate Central Bank of India's data [including Bank's customer data] from other entities data and maintain confidentiality & integrity? Please describe and share the evidence.		

24	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	Has the third-party or has any of the third-party's owners directors/ shareholders/employees been the subject of any allegations, investigation, conviction and/or other relevant criminal practices relating to bribery or corruption in the last three years?		
25	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	Has the third-party complied with all applicable provisions of HR-related Acts, including, but not limited to Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Maternity Benefits Act, Payment of Gratuity Act, Equal Remuneration Act, Employee's Compensation Act, etc.?		
26	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	In the last three years has the third-party received any local/governmental citations or fines relating to labour issues?		
27	Data Privacy	Monitoring & Enforcement	Do you have Adequate data privacy and security controls in place to protect data integrity and confidentiality.		
28	Data Privacy	Monitoring & Enforcement	Do you have and regular data privacy training and awareness module for your employees?		
29	Operational	HR/Personnel Security	Do you perform a background screening or check prior to allowing constituent access to systems and data?		
30	Operational	Operation Management	Does the third-party have a defined process for tracking and ensuring compliance to SLAs / KPIs agreed with Central Bank of India?		
31	Operational	Operation Management	Are there adequate controls in place to monitor the activities undertaken through sub-contracting, including tracking of errors, etc.?		
32	Operational	Supply Chain Risk Management	Do you have documented & approved Organization level outsourcing risk management policy/framework to govern your third parties you are dependent upon?		
33	Operational	Supply Chain Risk Management	i. Have you obtained the prior consent from Central Bank of India for subcontracting complete or partial activities to third party[ies]		

34	Operational	Supply Chain Risk Management	Does your Agreement /Contract with your third parties who will be involved in provisioning/rendering services to Central Bank of India include a. Information/Data security/Regulatory requirements and applicable data security standards, privacy laws & data localization requirements b. Confidentiality c. Business Continuity d. Right to audit & seek information from the service provider.		
35	Strategic and Geographical	Country risk assessment	Do the third party provides service from India.		
36	Strategic and Geographical	Adverse Media	Has there been any adverse media published against the third party in past 2 years (relating to Financial Reporting, AML, Human Rights, Environmental Laws, Others etc.). If Yes, please describe		
37	Financial Risk	Revenue Trend	Does the third party have a positive Net Worth/ Revenue Trend for last 3 financial years?		
38	Regulatory and Supervisory requirements		whether the service provider is located in India or abroad, the Service provide shall ensure that the outsourcing should neither impede nor interfere with the ability of the Bank to effectively oversee and manage the outsourcing activities. Further, the Service provide shall ensure that the outsourcing does not impede the RBI/ Auditor in carrying out its supervisory functions and objectives.		
39	Physical security	Physical & Environmental Security	a. Does vendor have physical and environmental security measures in place like CCTV, Fire extinguisher, fire alarm, Smoke detector, biometric, UPS, AC, etc. b. Is there regular fire drills performed?		

I /We hereby certified that the above information/data provided is correct and true. Bank can call for Evidence/ Documentary proof/ data in support of the above information for Audit / internal purpose anytime and the same will be provided and submitted to Bank as and when required.

Authorized Signatory

Name & Designation of Authorized Signatory

Annexure 24: “Format for Credential Letter”(For Client References)

Date

To,

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

Sir,

Sub: Tender No. **GEM/2026/B/7370708**

(In case the below mentioned line items are provided in different organizations separately in different Purchase Orders, more than one Credential Letter have to be submitted)

It is certified that the *(Company Name)* _____ Consultancy Services had been provided *(Choose appropriate Line Item/s)-*

1. CBS Consultancy/CBS contract renewal
2. Project management
3. Platform migration
4. RFP Preparation and Vendor Evaluation
5. Cyber Security & Resilience

in our Scheduled Commercial Bank /BFSI *(Select One)* in India on Date _____.

This letter should not be treated as recommendation and M/s *(Company Name)* _____ does not own any responsibility on the decisions taken based on this Credential letter.

Yours faithfully,

Signature with Company Stamp

Designation:

Company Name:

Contact Number:

COMMERCIAL BILL OF MATERIAL	
Instructions	
S.No	Guidelines
I	Summary of Total Cost
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the corrigendum in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilize the solution.
2	CBI is not responsible for any arithmetic errors in the commercial bid details sheet committed by the bidders. All formulas & arithmetical calculations will be Vendor's responsibility.
3	The bidder is expected to specify the type of licenses along with the details with respect to quantity, rate, etc., wherever applicable.
4	In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination
5	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
6	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs
7	The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.
8	Bidder is required to cover component by component licensing details for each of the software components proposed to CBI
9	The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.
10	All amounts in the Bill of Material should be in INR.
11	The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence, the bidder is not expected to delete necessary rows.
12	All the prices quoted by the bidder shall be exclusive of taxes.
13	Any additional number of items (software, hardware) and services to be procured by CBI in future shall be on pro-rata basis on the rates provided in the Bill of Material.
14	If the bidder has not quoted for any line item mentioned in the Bill of Material, it will deemed considered that bidder has factored the cost for the item in the Bill of Material and No Additional charges will be paid other than the one mentioned in the Bill of Material .