



Central Bank of India

Department of Information Technology

Tender No. GEM/2026/B/7372847

Request for Proposal (Bid) Document

For

Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India

Issued by:

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1. Table of Contents

1. TABLE OF CONTENTS	2
2. INVITATION FOR TENDER OFFERS	14
2.1 Eligibility Criteria.....	16
3. BID SECURITY (EMD).....	20
4. PERFORMANCE BANK GUARANTEE.....	20
5. COST OF BIDDING	21
6. CONTRACT PERIOD	21
7. SCOPE OF WORK	21
7.1 Scope Summary	21
7.2 Broad Scope of Work	21
7.3 SMS Services:.....	24
7.4 Email notification services:	26
7.5 WhatsApp notification services including Whatsapp Banking (Chatbot):.....	27
7.6 RCS (Rich Communication Services):	27
7.7 Voice Alerts:	28
7.8 App and Web push Notifications:	28
7.9 Missed Call services\ Long Code\Short code:.....	28
7.10 Middleware Service:	29
7.11 Split Order.....	43
7.12 Solution Presentation and Demo:	43
7.13 Infrastructure.....	44
7.14 Growth Volume Projections for Central Bank of India	46
7.15 Benchmarking.....	46
7.16 Migration of Data from existing middleware:	47
7.16.1 Pre – Migration Activities	48
7.16.2 Data Extraction and Loading in New Middleware Solution	48
7.16.3 Post-Migration Activities.....	48
7.17 Enterprise license on proposed Solution (Middleware).....	48
7.17.1 Open Source Allowed Only with Enterprise Support.....	49
7.18 Facility Management Service.....	49
7.18.1 Resource Plan	49
7.18.2 Monitoring and Management	51
7.18.3 Performance Management	52
7.18.4 Change Management and Configuration Management	53
7.18.5 Incident Management	53
7.18.6 User Support Services.....	55
7.18.7 Reporting and Documentation	55
7.19 Disaster Recovery Mechanism.....	56
7.19.1 Business Continuity Plan (BCP)	56
7.19.2 Disaster Recovery Plan (DRP)	56
7.20 Detailed Solution requirements	56
7.21 Management Information System:.....	58
7.22 User Acceptance Testing	58
7.23 Source Code.....	59
7.24 Mandatory Training/ Knowledge Transfer	60
7.25 Maintenance Support	60

7.26	End-of-Life (EOL) and Decommissioning Services	61
8.	ROLES AND RESPONSIBILITIES.....	61
8.1	Bank's Responsibilities	61
8.2	Bidder's Responsibilities	61
9.	TERMS AND CONDITIONS.....	61
10.	DELIVERABLES AND PROJECT TIMELINES	61
11.	LIQUIDATED DAMAGES & PENALTY.....	64
12.	LAND BORDER SHARING CLAUSE	65
13.	MONITORING & AUDIT.....	66
14.	BID SUBMISSION	66
15.	INTEGRITY PACT.....	67
16.	COMMERCIAL OFFERS	68
17.	EVALUATION & ACCEPTANCE	68
18.	EVALUATION PROCESS.....	69
18.1	Eligibility Bid	69
18.2	Technical Evaluation Criteria	69
18.3	Commercial Bid Evaluation.....	71
18.3.1	Commercial Terms	71
18.3.2	Price Comparisons	72
19.	GENERAL TERMS	73
20.	PAYMENT TERMS	74
21.	SERVICE LEVEL PERFORMANCE STANDARDS	76
21.1	Uptime.....	76
21.2	SMS delivery	76
21.3	Penalty for Customization delay.....	78
21.4	Penalty for False Reports	78
21.5	Penalty from Regulatory Authority:.....	79
21.6	Penalty for Statutory, Regulatory & Policy Non-Compliance.....	79
21.7	Service Level Penalty - Onsite Support Facility Management	79
21.8	Service Level Penalty- During Implementation phase	80
21.8.1	Liquidated damages for SLA Default.....	80
21.9	Additional Penalties	81

22. PRIVACY SAFEGUARDS.....	81
23. OBLIGATIONS OF SUCCESSFUL BIDDER.....	82
24. REVERSE TRANSITION PLAN	82
25. CORRUPT AND FRAUDULENT PRACTICES	82
26. VIOLATION OF TERMS	82
27. SURVIVAL OF SEVERABILITY.....	83
28. LIMITATION OF LIABILITY	83
29. COMPLIANCE.....	83
30. PROJECT REVIEW	84
31. INSURANCE.....	84
32. SUBCONTRACTOR/ INDEPENDENT CONTRACTOR.....	84
33. INTELLECTUAL PROPERTY RIGHTS	85
34. APPLICABLE LAW	86
35. ADHERENCE TO CYBER SECURITY POLICY	86
36. STATUTORY AND REGULATORY REQUIREMENTS	87
37. VISITORIAL RIGHTS.....	87
38. ESCROW ARRANGEMENTS	87
39. INSPECTION, REVIEW, AUDITING, AND MONITORING	87
39.1 Monitoring and Assessment	89
40. ORDER CANCELLATION	89
41. INDEMNITY.....	90
41.1 General Indemnity	90
41.2 Patent, Copyright, Trademark, and Intellectual Property Infringement.....	91

42. PUBLICITY	92
43. INFORMATION OWNERSHIP.....	92
44. EXIT OPTION.....	92
45. CONFIDENTIALITY	93
45.1 Confidential Information	93
45.2 Exclusions from Confidential Information.....	93
45.3 Restrictions.....	94
45.4 Rights and Remedies	94
45.5 NDA	95
46. FORCE MAJEURE.....	96
47. DISPUTE RESOLUTION	96
48. ENTIRE AGREEMENT.....	97
49. DATA LOCALIZATION	97
50. REPORTING OF MATERIAL ADVERSE EVENTS AND INCIDENT MANAGEMENT	97
51. BACK-TO-BACK ARRANGEMENTS WITH OEM	98
52. ESSENTIAL PERSONAL AND BACKUP ARRANGEMENTS	98
53. OBLIGATION TO COOPERATE WITH RELEVANT AUTHORITIES IN CASE OF INSOLVENCY/RESOLUTION.....	98
54. TERMINATION.....	98
54.1 Grounds of Termination	99
54.2 Types of Termination	99
54.3 Effect of Termination	99
54.4 Right to transfer IT Outsourcing Arrangements.....	99
55. REMOTE ACCESS.....	100
56. WAIVER	100
57. FORMAT OF THE LETTER OF UNDERTAKING OF AUTHENTICITY TO BE SUBMITTED BY THE BIDDER.....	100
58. INDEPENDENT CONTRACTOR	100

59. ASSIGNMENT	101
60. EXECUTION OF CONTRACT, SLA & NDA.....	101
61. BIDDER'S LIABILITY	101
61.1 Obligation of the bidder	102
62. INFORMATION SECURITY	102
63. INTELLECTUAL PROPERTY RIGHTS	102
64. PRIVACY & SECURITY SAFEGUARDS.....	104
65. CONFLICT OF INTEREST	104
66. GOVERNING LAW AND JURISDICTION	104
67. COMPLIANCE WITH LAWS	105
68. MERGER AND CONSOLIDATION	106
69. VIOLATION OF TERMS	106
70. ENTIRE AGREEMENT; AMENDMENTS	107
71. SURVIVAL AND SEVERABILITY.....	107
72. EFFECTIVE ACCESS BY BANK TO ALL RECORD:.....	107
73. GUARANTEE ON SOFTWARE LICENSE	107
74. SUCCESSFUL BIDDER TO PROVIDE DETAILS OF DATA:.....	107
75. DATA / INFORMATION WHICH CAN BE SHARED:	107
76. INFORMATION OF THIRD PARTIES:	107
77. SKILLED RESOURCES OF SUCCESSFUL BIDDER FOR CORE SERVICES:	108
78. NO RELATIONSHIP OF MASTER AND SERVANT OR EMPLOYER AND EMPLOYEE.....	108

79. AMENDMENTS TO BIDDING DOCUMENTS.....	108
80. PERIOD OF VALIDITY	108
81. LAST DATE AND TIME FOR SUBMISSION OF BIDS	108
82. LATE BIDS	108
83. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS.....	108
84. PREFERENCE TO MAKE IN INDIA.....	109
85. ESG (ENVIRONMENT, SUSTAINABILITY, GOVERNANCE).....	111
86. GENERAL FINANCIAL RULES 2017.....	111
86.1 BID Rejection.....	111
87. SIGNING OF CONTRACT.....	112
87.1 Authorized Signatory	112
88. DISCLAIMER	112
89. CHECKLIST FOR SUBMISSION	113
90. ANNEXURE 1 - CONFORMITY LETTER.....	115
91. ANNEXURE 2 - MASKED COMMERCIAL BID ALONG WITH TECHNICAL BID	116
92. ANNEXURE 3 - BIDDER'S INFORMATION	118
93. ANNEXURE 4 - LETTER FOR CONFORMITY OF PRODUCT AS PER RFP	119
94. ANNEXURE 5 - PRO-FORMA FOR DEED OF INDEMNITY.....	120
95. ANNEXURE 6 - UNDERTAKING OF AUTHENTICITY FOR PRODUCTS SUPPLIED.....	123
96. ANNEXURE 7 - UNDERTAKING FOR ACCEPTANCE OF TERMS OF RFP	124
97. ANNEXURE 8 - MUTUAL AUTHORISATION FORM (MAF)	125

98. ANNEXURE 9 - INTEGRITY PACT.....	126
99. ANNEXURE 10 - NON-DISCLOSURE AGREEMENT.....	131
100.ANNEXURE 11 - PERFORMANCE BANK GUARANTEE.....	135
101.ANNEXURE 12 - PRO-FORMA FOR BID SECURITY -EMD (EARNEST MONEY DEPOSIT)	137
102.ANNEXURE 13 - TECHNICAL & FUNCTIONAL SPECIFICATIONS OF MIDDLEWARE.....	138
103.ANNEXURE 14 - BIDDER'S PARTICULARS	139
104.ANNEXURE 15 - LETTER FOR REFUND OF EMD	140
105.ANNEXURE 16 - NPA UNDERTAKING.....	141
106.ANNEXURE-17- UNDERTAKING LETTER (LAND BORDER SHARING)..	142
107.ANNEXURE 18 - COVER LETTER.....	144
108.ANNEXURE 19 - UNDERTAKING LETTER (ENTERPRISE LICENCES FOR DATABASES / DATA STORES).....	145
109.ANNEXURE 20- QUERY FORMAT	146
110.ANNEXURE 21- ELIGIBILITY CRITERIA COMPLIANCE	147
111.ANNEXURE 22 - GUIDELINES ON BANNING OF BUSINESS DEALING...	153
112.ANNEXURE 23 - DECLARATION/ UNDERTAKING FROM BIDDER TO COMPLY WITH THE TELECOM COMMERCIAL COMMUNICATIONS CUSTOMER PREFERENCE REGULATIONS (TCCCPR)	161
113.ANNEXURE 24 - UNDERTAKING FOR 3 YEAR ROADMAP	162
114.ANNEXURE 25 - PROPOSED TEAM PROFILE.....	163
115.ANNEXURE 26 - CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS	164

116.ANNEXURE 27 - DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT	165
117.ANNEXURE 28 - FORMAT FOR LOCAL CONTENT	166
118.ANNEXURE 29 - UNDERTAKING OF INFORMATION SECURITY	167
119.ANNEXURE 30 - INFRASTRUCTURE SIZING REQUIREMENT	168
I. Facility Management	168
II. Functional /Technical Specifications compliance	168
120.ANNEXURE 31 - COMPLIANCE CERTIFICATE WITH RESPECT TO RBI'S "MASTER DIRECTION ON OUTSOURCING OF INFORMATION TECHNOLOGY SERVICES"	173

[A]List of Abbreviations

ADS	Active Directory Security
AM	Approach and Methodology
AMC	Annual Maintenance contract
API	Application Programming Interface
APT	Advanced Persistent Threat
ATM	Automated Teller Machine
ATS	Annual Technical Support
Bank	Central Bank of India
BC	Business Continuity
BOM	Bill of Material
BRS	Business Requirement Specification
CB	Commercial Bid
CBol	Central Bank of India
CBS	Core Banking Solution (Bancs24)
CD	Compact Disk
CMS	Card Management System
CPC	Common Point of Compromise
CPU	Central Processing Unit
CSITE	Cyber security and Information Technology Examination
DAM	Database Activity Monitoring
DB	Database
DC	Data Centre
DLA	Device Level audit
DLP	Data Loss Prevention
DR	Disaster Recovery
DRC/ DRS	Disaster Recovery Centre/ Site
DLT	Distributed Ledger Technology
EFRMS	Enterprise Fraud Risk Management System
EMD	Earnest Money Deposit
ESME	External Short Message Entities
FI	Financial Inclusion
FM	Facility Management
FR	Functional Requirements
FY	Financial year
GoI	Government of India
GSI	Global system integrator
GST	Goods & Service Tax
GUI	Graphical User Interface
HA	High Availability
HLD	High Level Design Document
HRMS	Human Resource Management System

IBA	Indian Bank's Association
IRM	Integrated Risk Management
IS	Information Security
ISO	International Organization for Standardization
IT	Information Technology
LLD	Low Level Design Document
LLP	Limited Liability Partnership
MAF	Manufacturer Authorization Form
MBCO	Minimum Business Continuity objective
MO	Management Organization
MQ	Messaging & Queuing
MS SQL	Microsoft Structured Query Language
MSME	Micro, Small & Medium Enterprise
NBFC	Non-Banking Financial Company
NDA	Non-Disclosure Agreement
NEFT	National Electronic Funds Transfer
NPCI	National Payment Corporation of India
NS	Near Site to DC
NTSL	Net Settlement Report
NUUP	National Unified USSD [Unstructured Supplementary Services Data] Platform
OEM	Original Equipment Manufacturer
OPD	Original Platform Developer
OS	Operating System
OSD	Original Software Developer
OWASP	Open Web Application Security Project
PCIDSS	Payment Card Industry Data Security Standard
PD & BP	Project Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PE	Principal Entities
PII	Personally Identifiable Information
PIM	Privileged Identity Management
PO	Purchase Order
PoP	Point of Presence
POS	Pont of Sale
PSE	Public Sector Enterprise
PSP	Payment System Player
PSU	Public Sector Undertaking
QR code	Quick Response Code
RAM	Random Access Memory
RBI	Reserve Bank of India
RCA	Root cause analysis
RFP	Request for Proposal
RFP	Tender no. GEM/2026/B/7372847 for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications,

	WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India
RPO	Recovery point objective
RRB	Regional Rural Bank
RTGS	Real Time Gross Settlement
RTO	Recovery Time objective
SAN	Storage Area Network
SAS	Serial attached SCSI
SCB	Scheduled Commercial Bank
SDKs	Software Development Kits
SDR	Single Data Repository
SEBI	Securities Exchange Board of India
SI	System Integrator
SIEM	Security Information & Event Management
SLA	Service Level Agreement
SMPP	Short Message Peer-to-Peer
SMSC	Short Message Service Center
SOC	Security Operation Centre
SOP	Standard Operating Procedures
SP	Service Provider
SPOC	Single Point of Contact
SRS	System Requirement Specification
SSD	Solid state drive
SSO	Single Sign On
TRAI	Telecom Regulatory Authority of India
T&D	Training and Development
TB	Technical Bid
TCO	Total Cost of Ownership
TPS	Transactions Per Second
TR	Technical Requirements
UAT	User Acceptance Testing
UI /UX	User Interface / User Experience
UPI	Unified Payment Interface
USSD	Unstructured Supplementary Services Data
VA	Vulnerability Assessment
VPA	Virtual Payment address
XML	Extensible Mark-up language
CORS	Cross-origin Resource Sharing

[A]Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, CBoI means 'Central Bank of India'
2. Recipient, Respondent, Bidder, means the respondent to the RFP document
3. RFP means the Request for Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to Central Bank of India
6. Support means Support & Services to be provided as part of the Scope of Work
7. MSP means Managed Service Provider of the Bank for Data Centre
8. ATP means Acceptance Test Procedure
9. AMC means Annual Maintenance Contract
10. NPV mean Net Present Value
11. DC Means Data Centre
12. DR Means Data Recovery Centre
13. Central Vigilance Commission (CVC)
14. One Time Cost (OTC)
15. Total Cost of Ownership (TCO)
16. EMD – Earnest Money Deposit
17. SLA means Service level Agreement
18. NDA means Non-Disclosure Agreement
19. BOM – Bill of Material
20. Bidder / Bidder, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
21. DLT - Distributed Ledger Technology
22. "**Timelines**" means in relation to the Initial Project, the dates specified in the project schedule as per the Request for proposal (RFP).
23. "**Deliverables**" shall mean the items to be delivered by (Service Provider) to Customer as specified in the Request for proposal (**RFP**) document.
24. "**Business Days**" means a day other than Sunday, and National / public holidays India which is open for business. **In case of exigencies, support should be available other than normal Business days also.**
25. "**Intellectual Property**" means any and all patents, trademarks, business or domain names, copyrights, (whether registered or not and any applications to register or rights to apply for registration of any of by (Service Provider)), rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the Software developed by Service Provider pursuant to this Agreement.
26. "**Intellectual Property Rights**" means all rights, interests, benefits, and protection properly due to Service Provider arising out of any of the Intellectual Property owned by Bidder.
27. "**Project**" means either the Initial Project or the Subsequent Projects, as the context requires.
28. "**Services**" shall mean any service provided by Service Provider/SP/Bidder (either by itself or, where permitted, through third parties) to Customer as per the terms of this Agreement including customization, implementation, post implementation support for the warranty period and post warranty support.
29. "**Update**" shall mean consolidation of bugs / problems reported by Customer as well as through internal improvements in quality. "Upgrade" will cover all minor enhancements and not the major revisions. While the updates will be available free of cost within the purview of warranty and support, even Service Provider has to provide all upgrades to higher version without any additional cost to the bank.
30. "**User Acceptance Testing**" (hereinafter referred to as "UAT"), shall mean the User Acceptance Testing in accordance with the provisions made in RFP.

2. Invitation for Tender Offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4600 plus branches spread across India, invites online tender offers (Technical offer and Commercial offer) from eligible Bidders for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India through Government-e-Marketplace (GeM).

The details are given below:

Tender Reference Number	GEM/2026/B/7372847
Date of RFP Issue	18/03/2026
Bid Security (EMD)	An amount of ₹ 6.74/- Crores (₹ Six Crore Seventy Four Lakhs only) in the form of Bank Guarantee issued by a scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2026/B/7372847 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	smitsms@centralbank.bank.in , cmitedc@centralbank.bank.in , Queries to be submitted Latest by 30/03/2026.
Date and time for Pre-Bid Meeting,	Date- 02/04/2026 Time- 15:00 hrs
Last Date and Time submission of Bids	18/04/2026 up to 15:00 hrs.
Mode of bid submission	Government-e-Marketplace (GeM)
Time & Date of Opening of technical bids	18/04/2026 up to 15:30 hrs.
Response Types	1.Bid Security/EMD 2.Commercial Bid
Address for Communication	General Manager-IT Central Bank of India Department Of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614 Mail address: smitpurchase@centralbank.bank.in smitsms@centralbank.bank.in cmitedc@centralbank.bank.in
Contact Telephone Numbers	022- 67123669, 67123529 and 27582434

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

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

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and exemption certificate of MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID within stipulated time as mentioned. The Service Level Agreement with the successful bidder will be part and parcel of the RFP document. Therefore, please note and ensure that all such queries are to be raised before bidding. Any query/ request for review of any clause of RFP/ SLA after the completion of bidding process shall not be entertained.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Tender offers will be opened as per GEM guideline after the closing time.

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

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

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

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

2.1 Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

S. No	Eligibility Criteria	Supporting Required
A	General	
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
3	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.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
4	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
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
6	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 bid submission Compliance certificate given by successful bidder on company's letter head (Enclosed as Annexure 31).
7	The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
B	Financial	

1	The Bidder must have registered annual turnover of Rs. 500 Crores or above from Indian Operations only during the last three completed financial years – FY 2022-23, 2023-24 & 2024-25.	Audited Financial statements for the financial years FY 2022-23, 2023-24 & 2024-25.
2	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 and 2024-25).	Audited Financial statements for the financial years FY 2022-23, 2023-24 & 2024-25. Certified letter from the Chartered Accountant clearly mentioning Turnover, operating profits and Net worth for last three years.
3	The bidder should have a positive net worth in last three financial years (i.e. 2022-23, 2023-24 and 2024-25).	Certified letter from the Chartered Accountant clearly mentioning Turnover, operating profits and Net worth for last three years.
4	Bidder should not have - NPA with any Bank /financial institutions in India - At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/ services - 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	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
C	Experience & Support Infrastructure	
1	The Bidder should have valid registration as a Telecom-operator/RTM (Registered Tele marketer) with TRAI.	Registration Certificate with TRAI must be submitted
2	If the Bidder is RTM, then should have direct connectivity with Telecom Operators.	- Copies of Certification/agreements with the Telecom-operators with which it has direct Connectivity - Undertaking on letter head of the Bidder duly signed by the authorized signatory.
3	The Bidder should have tie-up with minimum 3 major Telecom service providers (In terms of market share) in India for SMS and related services.	Letter from Telecom Service Provider / agreement copy/ Point of Interconnection (POI) and a self-certified letter also to be attached.

	Note: Central Bank of India will not enter into any contract with Service Provider. The Bidder shall be the single point of contact for Bank for all services procured under this RFP. Central Bank of India will also not register as telemarketer for any service covered under this RFP.	
4.	The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas telecom-operators to cater to our Non-Resident Customers. Also have arrangements for E-mail, Voice Services and Web/ App/ WhatsApp notification, RCS (Rich Communication Services) notification and campaign Services to Overseas telecom-operators to cater to our Non-Resident Customers.	Undertaking on letter head of the Bidder duly signed by the authorized signatory
5	The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP.	Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients.
6	The Bidder should have - Capability to handle at least 10 Crore Real Time SMS alerts (Transactional /Promotional) per day for the Bank. - Capable of sending voice messages (if e-mail ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
7	Should have provided multilingual (13 Regional Languages or more other than English) SMS facility in at least one Central/ State Govt./ PSU / public / private commercial sector Banks in India during the last three years.	Undertaking on letter head of the Bidder duly signed by the authorized signatory
8	Bidder should have direct support offices at Mumbai. In case direct support office of the bidder is not present in Mumbai then if Bidder is successful then should set up office in Mumbai.	Letter of Confirmation with details OR undertaking to be provided for setup of office in Mumbai within 3 months post issuance of PO, in case office is not in Mumbai.

9	The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification.	Copy of valid certificates should be submitted.
10	The Bidder should have platform for SMS (Push and Pull), E-mail, Missed call Service, Voice Services and Web/ App/ WhatsApp notification, RCS (Rich Communication Services) notification and campaign Services without any dependency on third party.	Undertaking on letter head of the Bidder duly signed by the authorized signatory
11	Service continuity in case of technical / financial failure at the Bidder's end a) The bidder should use their own "Middleware-Gateway Services" to deliver the messages to the SMSCs directly. The bidder must have its own Level III/Tier III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end. b) The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity. c) The Bidder should also have a back-to-Back arrangement with a telecom service provider / bidder to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services, at the same terms and conditions.	Self-declaration letter mentioning the above clauses duly signed by the authorized signatory.

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.

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

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.

3. Bid Security (EMD)

An amount of ₹ 6.74/- Crores (₹ Six Crore Seventy Four Lakhs only) in the form of Bank Guarantee issued by a scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft / Banker's cheque /RTGS/ NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no **GEM/2026/B/7372847** in favour of “Central Bank Of India” and payable at Mumbai/ Navi Mumbai as per GEM guideline.

4. Performance Bank Guarantee

The successful Bidder shall provide a Performance Bank Guarantee (PBG) in favour of the Bank, which will serve as security for the due and faithful performance of the contract, including the supply, implementation, and maintenance of SMS and related services & Middleware and Facility Management Services. The PBG shall be in the form of a bank guarantee issued by a nationalized or scheduled bank in India, acceptable to the Bank.

The following conditions apply to the PBG:

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in **Annexure-11**, for **5 %** of the total project cost valid for **54 months** (implementation period- Go-live Date + 3 years for total project period plus 1 year) for claim period validity of PBG starting from its date of issuance.
- ii. The PBG shall be submitted within **21 days of the PO acceptance by the successful Bidder**. In case contract is extended beyond date (extendable by another Two years), the successful Bidder has to extend the PBG or provide the fresh **PBG for extended period plus 1 year. The Bank will not release any payments until the PBG is submitted.**
- iii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the letter head of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- iv. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- v. 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 successful bidder is unable to service the contract for whatever reason. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. In the event of the Successful Bidder's failure to meet the agreed-upon performance standards or deliverables, or failure to provide continuous Facility Management Services as per the contract, the Bank reserves the right to claim the amount under the PBG, wholly or in part, to cover any financial losses or damages resulting from such failure.
- vii. 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.
- viii. 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.
 - ix. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5. Cost of Bidding

The Successful 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.

6. Contract Period

The tenure of the Contract will be for a period of **3 years effective from go-live date** unless terminated earlier by the Bank by serving 90 days prior notice in writing to the Successful bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 3 years, the contract may be extended/renewed for further period of 2 years on same terms and conditions, with discretion of Bank, if services found satisfactory.

The performance of the Successful bidder shall be reviewed every quarter, and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

Successful bidder is required to enter into a Service Level Agreement (SLA), the format whereof will be supplied by the Bank.

7. Scope of Work

The bidder has to submit their own architecture considering the IS security best practices as per RBI and TRAI guideline and meeting the mentioned requirements as envisaged below.

7.1 Scope Summary

A description of the envisaged scope is enumerated as under.

- To provide complete solution for Procurement of Service provider for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, RCS (Rich Communication Services), voice alerts and campaign Services along with middleware services for Central Bank of India.
- Successful bidder should supply, install, test, commission and provide maintenance of above-mentioned services for Central Bank of India for a period of Contract at the Bank DC and DR or any location provided by Bank.

7.2 Broad Scope of Work

1. The Bank desires to implement a top-class solution for SMS and related services which includes Middleware-Gateway with 24x7x365 availability. The Bank proposes to procure a robust, reliable and feature-rich solution to deliver SMS and related services to customers on real time basis. Approximately, **60 crore transactional messages are**

- being sent every month** for the customers of Central Bank of India. Messaging Platform provided by the bidder must include following features: -
- SMS service (Including PUSH, PULL, VMN, Short/long code and Voice Services)
 - E-mail service
 - WhatsApp services including Whatsapp Banking (Chatbot)
 - RCS (Rich Communication Services)
 - Voice Alerts
 - App and Web push Notifications
 - Missed call services like Missed call Balance Enquiry, Mini Statement, Debit Card Hot listing etc.
 - Middleware services etc.
- Successful Bidder is expected to provide “**middleware**” solution along with features listed above (**hereafter will be referred as Middleware-Gateway**) along with scalability to meet future needs for managing and handling the load using secure authentication systems and to integrate with various platforms/ application systems of the Bank.
 - The solution provided by the Successful bidder will be **on-premises solution**.
 - The missed call Banking/SMS Banking service can be a standalone solution or can be a part of Middleware-Gateway solution
 - The Successful bidder will be responsible for supplying, installing and commissioning of the Middleware-Gateway solution for the following environment: -
 - Production Environment. (DC site)
 - Disaster Recovery Environment (DR site).
 - UAT Environment. (DC site)
 - Reporting Instance. (DC site)
 - Bank requires the solution at DC and DR location of the bank. The present location may change, in such case Successful bidder need to make the solution live at new locations. The shifting of hardware from old location to new location will be facilitated by Bank, however Successful bidder needs to support the application related activities during such migration.
 - It is responsibility of the successful bidder to migrate the complete existing data to the proposed solution in collaboration with existing vendor. The successful bidder has to migrate and retain existing data in the Middleware-Gateway as per Bank policy.
 - The successful Bidder will manage the solution from the date of signoff of the solution. The signoff will be provided
 - On successful installation of the Middleware-Gateway in UAT, Production and DR environment and after successful testing for delivery of SMS and related services as per RFP scope.
 - Implementation of Reporting solution.
 - Deployment of FM Resources.
 - The **billing will be started from the Go-live date**. The Go-live date will also act as start date of the contract period and the tenure of the contract will be calculated accordingly.
 - The successful bidder will be responsible for integration with all the existing & future source applications of Bank and publish API's, ISO's and file-based data exchange etc. with required controls like Key/Password/whitelisting etc and suggested by regulators.
 - It is responsibility of the successful bidder to maintain Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for the Middleware-Gateway solution as per Bank policy.
 - Successful bidder should submit the **architecture diagram of entire solution setup** with network and security equipment required along with the software being used (with

- version and OEM details)** Bank may change it after vetting by Information Security dept. and it will be binding on successful bidder to comply the same.
11. The successful bidder will be responsible for the **migration of the data of SMS and related services from the existing service provider to proposed solution** and it is responsibility of the successful bidder to provide the data/logs (**including migrated data**) to the Bank as and when required during the entire contract period.
 12. The bidder should have a DR site for business continuity as redundancy for Delivery of the SMS and related services. The DC/DR setup of the bidder should be in **different seismographic zone and within geographical boundary of India**. The bidder needs to share the details of these locations. Bidders need to test the BCP readiness every quarter from alternate location and share report to Bank. During the BCP testing there should not be any outages in Bank's business operations.
 13. The bidder's DC/DR setup for providing the SMS and related services must be latest ISO certified.
 14. It is the responsibility of successful bidder to do the **VAPT and comply the VAPT observations immediately** without any additional cost to Bank. Bank may also conduct the VAPT as and when needed. The VAPT will be done as per Bank's policy. Please be noted that the VAPT observations needs to be closed within timeframe as per the Bank's policy.
 15. The Middleware-Gateway solution should comply to **"The Telecom Commercial Communication Customer Preference Regulation (TCCCPR), 2018", "IT act 2000"** and their various subsequent amendments.
 16. The bidder should comply with the DoT, TRAI, RBI or any other regulation proactively.
 17. The bidder will follow and comply the IT security policy of the Bank. It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from GOI (Government of India), DoT, RBI and TRAI, Telecom Commercial Communications Customer Preference Regulations, 2018 or any latest guidelines or future guidelines without any additional cost to Bank.
 18. The bidder should have capabilities to send SMS to all networks including 2G, 3G, 4G and 5G equivalent and above for all handsets of all telecom operators operating in India and abroad. **The bidder should use their own Gateway to deliver the messages directly to the Telecom operators with no hop in between.**
 19. The Middleware-Gateway should support Numeric as well Alpha Numeric sender IDs.
 20. The bidder will use the standard integrations methods like API to integrate with Bank's applications. The Middleware-Gateway should use unique identifier to differentiate the integrations between different applications.
Following indicative integration interfaces are as under: -
 - a) HTTPS (with and without XML support).
 - b) SMPP
 - c) File upload interface to all user departments for sending SMSs in bulk or individual.
 - d) Graphical data mapping - Rapidly create REST APIs and use graphical data mapper capabilities for the transformation of JSON messages
 - e) ISO/file-based data exchange.
 - f) Any other interface capability.
 21. The Integration methods used by the bidder should follow the latest security standards.
 22. For International SMS Delivery, bidder should have to ensure message are delivered to international mobile no. as well as on Indian no on international roaming.
 23. Delivery of SMS and related services should be ensured to all National/International locations without any exception.

24. It is responsibility of the **bidder to provide the Distributed ledger technology (DLT) services to the Bank without any additional cost to Bank**. The service will include but not limited to header/template registration and management etc.
25. The solution must have capability **to integrate with various information security systems in the Bank like SOC, SIEM, Antivirus, PIM, DLP, DAM, Service Desk, ADS, SSO** etc. at no extra cost.
26. During the contract period, Bank, regulator or government agency may inspect the bidder's SMS and related services infrastructure/solution. The Bidder will facilitate such inspections without any additional cost to Bank.
27. Bidder, please note that Bank may reduce the quantity of SMS or any service during the contract tenure, in such case Bank will not have any liability for such reduction in scope and services.
28. Customer sensitive Data like SMS/OTP content, Mobile number etc should be stored in **encrypted manner**.

7.3 SMS Services:

Bank desires to have two service providers who offers proven experience as RTM/telecom-operator. SMS delivery platform is required to facilitate sending of SMS to customers for various transactions, OTP, alerts, information etc. The successful bidder should provide SMS service to Bank's Customer (Both Domestic and International customers). The proposed solution should be capable of providing Outgoing / Incoming SMS & related services using secure authentication system and incorporate the features from various platforms /systems implemented in Bank.

Bank's present SMS volumes are around **2 crore per day and monthly volume is 60 crores**. The proposed solution should be capable of handling/ delivering SMS volume of **300 crores per month** without any limitation or capping i.e. **minimum 10 crore SMS per day** and there should be no restriction for maximum capacity. These volumes are only estimated as per present projections (YOY growth). SMS volumes growth attached as below; however, Bank does not guarantee these volumes of business.

Details	Expected SMS volume for next 3 years considering 40% of growth on YOY basis (in crore)
Projection for year1	1288
Projection for year2	1803
Projection for year3	2525
*Total projected volume considering 40% of increase in volume YOY basis	5616

*Note: Actual volume may vary from projected yearly volume.

1. The Bidder is expected to:
 - a. Process and send SMS to fulfil any need related to SMS service using predefined rules
 - b. Send and Process multilingual SMS to fulfil any need related to SMS service using predefined rules
2. The Middleware-Gateway will be used to deliver the OTP/transaction/promotional /awareness SMS to our Bank's customers. The indicative category of SMS is as under:

-

- a. OTP SMS.
 - b. Transactional (Credit/debit alerts/system generated alerts/pull alerts/Missed call Services etc.).
 - c. Bulk Campaign SMS.
 - d. Customer Awareness SMS etc
3. **OTP SMS are to be delivered to the mobile handset within 10 seconds and transactional SMS within 30 seconds in normal situation.**
 4. Facility of Automatic Retry of the SMS in case of non-delivery.
 5. Facility to automatically send the SMS using alternate channels as decided by Bank including voice and other channels, in case the SMS channel is not able to send the message.
 6. If in any case delivery period is beyond the above specified period, the Bidder has to provide immediate solution for the same.
 7. The solution should have the facility to **prioritize the outgoing messages** so that it is possible to send certain critical messages immediately.
 8. All incoming messages should be delivered to Bank's System within **5 seconds of receipt of the message at Bidder's server.**
 9. Bidder must ensure message whose contents exceeds 160 characters should be delivered as a **single message** on receiver's handset.
 10. In case of vernacular language, the Bidder must ensure message whose contents exceeds 70 characters should be delivered as a **single message** on receiver's handset.
 11. It will be the responsibility of the bidder to obtain necessary approvals for providing the required facility (SMS Related Services) from TRAI or other statutory/regulatory bodies, if any.
 12. The Bidder shall send SMS/Voice messages to customers strictly in accordance with the message templates approved and shared by the Bank. Any unauthorized message, false SMS/Voice message, or deviation from the approved templates shall be solely attributable to the Bidder, and the Bidder shall be fully liable for all consequences, including regulatory, legal, and financial implications arising therefrom.
 13. The Bidder shall follow the rules and procedures in providing above services as per the guidelines of Govt./TRAI/DoT/RBI. The Bank will not be responsible for any breach on the Bidder's part in this regard or for any other legal or other claims/charges that may arise due to the breach of such guidelines.
 14. The Successful bidder should provide facility to download delivery status/SMS logs for entire contract period in readable format.
 15. **SMS in regional languages:**
The Bidder should be able to send SMS in **13 or more regional languages including Hindi.** The default SMS shall be sent in English however wherever the regional language flag is enabled the Bidder will have to convert the SMS to the regional language and send the SMS to the customer
 16. **SMS campaigns/Bulk SMS:**
 - a. Bank shall do periodic SMS campaigns for which SMS in bulk has to be sent to the customers. **The Bidder should be able to send SMS to all domestic and international Telecom service providers and submit delivery report to the Bank.**
 - b. The Bidder should keep track of all the messages sent with date, time stamp and acknowledgement of delivery. The Bidder should provide these records to the Bank as and when required or along with monthly invoices raised.

- c. The Bidder should provide **API facility for campaigns also have facility to collect data over sftp or needs to be collected from the Bank's concerned department.**
17. The messaging Platform must offer following categories of SMS services:
 - a. **Broadcast:** This category of service must allow the Bank to send informational or promotional messages to all the customers. Some examples are change in the Interest rate, change in policy affecting customer, launch of new scheme and related activities
 - b. **Schedule:** This category of service must allow the Bank to send the message to its customers on a pre-defined schedule basis. Some examples are daily account balance, weekly delivery of account balance and related activities
 - c. **Events:** This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are One Time Password, Balances below specified limit, Term Deposit maturity, loan EMI due date, payment receipt, any debit/credit transactions on the system and related activities
18. The solution offered should **provide Push and Pull based SMS notification services using short and long code to the Bank.** For providing these services the offered solution should be seamlessly integrated with CBS, Internet Banking application and other application deployed in Bank. The integration cost, wherever applicable, should be borne by the bidder.
19. Should have the facility of **online filtering of the DND numbers on real time basis.**
20. Delivery confirmation facility should be available and updated in the middleware application.
21. Service provider will facilitate MIS portal for SMS and related services. The MIS report should be customizable as per Bank's requirement. (timeline wise report, template wise reports, interface wise report, sender id wise report etc.).
29. **SMS Security:** The SMS messaging has some extra security vulnerabilities due to its store-and forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The Bidder is required to take care of the security issues:
 - a. **Confidentiality of the SMS sent or received** - Only the valid communicating parties can view the SMS
 - b. **Integrity of the SMS Sent or received** - SMS should not be tampered by the intruders. The system should be able to find out such alteration.
 - c. **Non-repudiation** - no party can deny the receiving or transmitting the data communicating between them.

7.4 Email notification services:

Besides the SMS alerts Bank also intends to send e-mail Based alerts to the customers. The solution offered should also have following features:

1. Provision to send e-mail alerts to the customer's e-mail IDs with Bank.
2. Provision to send the transactional and OTP alerts through e-mail to the customer. **The MS API shall have an optional field** with e-mail ID, whenever Bank passes any e-mail ID in the request, the bidder shall have to send an e-mail to the customer.
3. Bank shall pass the e-mail ID of the customer in the request which shall be processed by the bidder and an e-mail in predefined template shall be sent to the customer. Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.

4. The Bidder platform should have capability of best effort delivery of the E-mail in customer's Inbox.
5. The e-mail solution should have facility to send the e-mail with Bank name in sender details.
6. **Bulk e-mail campaign:** Bank may initiate the Bulk e-mail campaign for which the Bidder shall have to deliver the desired e-mails over customer's e-mail IDs. Bidder should provide API for push of such campaigns also have facility to collect data over sftp or needs to be collected from the Bank's concerned department.
7. The **Bank shall not provide any e-mail setup** for this purpose.
8. End to end Email service is to be provided by the bidder **including E-mail template design and Gateway.**

7.5 WhatsApp notification services including Whatsapp Banking (Chatbot):

1. Bank shall do periodic WhatsApp campaigns for which WhatsApp in bulk has to be sent to the customers. The Bidder should be able to send WhatsApp messages to intended mobile no. of telecom service providers across the country and to international numbers.
2. Bidder should **provide API for push of such campaigns and have facility to collect data over sftp** or needs to be collected from the Bank's concerned department for campaigns.
3. The Bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same and the same to be provided to the Bank over API as well as and when required or along with monthly invoices raised.
4. Existing Whatsapp services like **Whatsapp Banking (Chatbot) should also be migrated from existing system.**
5. Whatsapp campaign templates classification as **Marketing or Utility:** In case the message categorization selected by the Bank (utility) is getting changed at Meta's end, **middleware platform/Bidder may suggest the keywords needs to be changed in the template** so that the message is **sent in the categorization (utility) selected by the Bank.**
6. Different Whatsapp Nos. must be made available for different departments as and when required
7. There should be auto re-try mechanism for failed message.

7.6 RCS (Rich Communication Services):

1. Bank shall do periodic RCS campaigns for which RCSs in bulk has to be sent to the customers. The Bidder should be able to send RCS messages to intended mobile no. of telecom service providers across the country and to international numbers.
2. Bidder should **provide API for push of such campaigns and have facility to collect data over sftp** or needs to be collected from the Bank's concerned department for campaigns.
3. The Bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same and the same to be provided to the Bank over API as well as and when required or along with monthly invoices raised.
4. The Bidder shall ensure end-to-end support for RCS Business Messaging (RBM) including verified sender profiles, branding, rich cards, etc., as approved by the Bank.
5. The Bidder shall **ensure fallback mechanism** whereby in case RCS delivery fails or the customer handset/network does not support RCS, the message shall be automatically delivered through alternate channels such as SMS, as per Bank's configuration,

6. The solution shall support template-based RCS messaging, and messages shall be sent strictly as per templates approved by the Bank and relevant regulatory authorities. Any deviation shall be treated as Bidder's liability.
7. The Bidder shall ensure real-time delivery reports, read receipts, and customer interaction reports (button clicks, responses, etc.) for RCS campaigns, which shall be made available to the Bank **through API and downloadable reports**.
8. The solution shall **comply with all applicable Google RBM guidelines** etc., including sender verification, content approval, and customer consent requirements, as applicable.
9. The Bidder shall provide **role-based access control (RBAC)** for campaign creation, approval, execution, and reporting, as per Bank's information security policy and governance requirements.
10. The Bidder shall ensure data security and confidentiality, including encryption of data in transit and at rest, and ensure that no customer data is stored or processed outside India without prior written approval of the Bank.
11. The Bidder shall provide MIS and analytics dashboards for RCS campaigns, including volume sent, delivered, failed, read, response rate, and operator-wise statistics.
12. The Bidder shall support scalability to handle high-volume RCS campaigns during peak periods such as regulatory alerts, festivals, or emergency communications without performance degradation.

7.7 Voice Alerts:

1. Besides the SMS and e-mail alerts Bank also intends to send Voice alerts to the customers. The solution offered should also have a provision to send Voice Alerts to the customer.
2. The exiting **SMS API shall have an optional field with Voice alert flag**, whenever Bank passes Voice alert flag in the request, the bidder shall read the flag and send voice alert. The common API shall be used for this purpose thereby providing various combination of channels for Bank (ie Only SMS / Only e-mail / only Voice /Only RCS/only Whatsapp/ SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice etc..).
3. Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.
4. Bank may use the facility for Bulk voice message campaign service. The data shall be provided to the Bidder through SFTP or needs to be collected from the Bank's concerned department by the Bidder's authorized representative.
5. The Bidder shall arrange for conversion of the text message to voice and send the sample for approval.
6. The facility to send the alerts in Regional Languages should also be available.

7.8 App and Web push Notifications:

1. Bidder must provide Web and App based push notification service to various application of the Bank viz Internet Banking, Mobile Banking, UPI, Cent eeZ etc.
2. API / SDK will be provided and Integrated with various Bank's application for Web and App based push notification will be done by bidder.

7.9 Missed Call services\ Long Code\Short code:

1. Currently Bank is having multiple VMNs for missed call services and SMS based Pull SMS Services. Bidder must support all the VMNs on behalf of the Bank. Bidder must procure an additional VMN numbers as per the requirement of the Bank without any extra cost to Bank including procuring, installation, managing and monthly recurring

- charges, usage charges and **monthly/quarterly rent associated with VMNs**. For Missed Call services Bank will pay monthly/quarterly rent associated with VMNs.
2. **Inventory management of VMN no. must be made available in middleware platform.** The middleware shall provide a centralized repository and dashboard for all VMNs.
 - Complete details of each VMN such as number type (long code/short code/missed call number), telecom operator, circle, service type, activation date, status (active/inactive/ blocked/ blacklisted).
 - Mapping of VMNs to Bank applications, departments, services, campaigns and APIs etc.
 3. Prompt troubleshooting should be available in real time for all VMNs managed by the service provider.
 4. The VMN numbers provided, should be procured from various major Telecom-operators in India, as per Bank's requirement, to ensure high delivery rate of SMSs initiated from Customer's handset. The Bidder should support porting/migration of existing long code / short code / virtual mobile number (pull) /miss call number of Bank without any extra cost to Bank including recurring, installation cost as well as monthly recurring, usage charges and monthly/quarterly rent associated with VMN as per the current RFP.
 5. The VMN must support vernacular language (in 13 or more regional languages including Hindi)
 6. The VMN provided by the bidder should not be blacklisted by the provider, if any VMN got blacklisted by the provider it is bidder responsibility to make it live again.
 7. **Bidder should migrate existing API for SMS and Missed call facility being used by the Bank.**
 8. The codes once allocated to Bank for accessing Pull Service (long code/short code/VMN) **will be the property of the Bank**. In case of expiry of contract or termination of the contract due to any reason, the bidder must surrender these codes /VMN to the Bank. Also, the selected bidder shall support migration of existing VMN/Long code/Short Code to New Bidder after surrender without extra cost to Bank.
 9. The selected bidder must procure an **additional VMN numbers** in Bank's Name as per the requirement of the Bank without any extra cost to Bank including procuring, installation, managing and monthly recurring charges, usage charges and monthly/quarterly rent associated with VMNs.
 10. The billing for VMN will start from **signoff date for VMN** (i.e., delivery of SMS on that VMN in the production environment).
 11. The Services should include Missed Call Services and portal services for promotional SMS. Bank is presently using various applications like Missed Call Services to provide Pull SMS service to customer by receiving requests from them, permitting them to pull status of his/her service request by sending SMS in pre specified formats (For e.g.: SMS Codes such as BAL, Re-KYC etc).
 12. Bank will share its application URL on which bidder will be required to forward all incoming queries. Bidder will share the desired format of pull SMSs with Bank.

7.10 Middleware Service:

1. Central Notification Platform

The proposed solution should act as a **central system** to manage and send all customer communications for the Bank. It must connect with the Bank's existing systems and handle message content, channel Procurement, Bidder connections, and delivery tracking from one place. **The application must be platform agnostic.** Cost of Middleware (Hardware, Software, Database, Licence, customization, development,

maintenance, integration, compliance etc.) and Facility Management **should be included in SMS and related service Charges.**

2. Support for All Communication Channels

The solution must support **all major customer communication channels**, including:

- SMS
- Voice calls (160 and 140 Basis TRAI regulations)
- Email
- WhatsApp
- RCS

The Bank should be able to use **any channel from the same platform**, without needing separate systems. The platform must be **ready for OTT channels** (such as WhatsApp) from day one and allow new channels to be enabled easily in the future.

3. Multiple Bidder & Telecom-operator Connectivity

The platform should be able to connect with **multiple RTM and telecom operators**. It should support standard integrations with leading CPaaS providers and also allow **direct connectivity to telecom operators** where required. Having multiple routes will ensure better reliability, faster delivery, and reduced dependency on a single Bidder.

4. Integration with Bank Systems

The platform should act as a **single hub** that receives communication requests from all systems of Bank such as:

- Core banking
- Mobile and internet banking
- CRM
- Loan and payment systems
- Other major systems of the bank.

Bank systems should be able to send messages using **simple APIs or message queues**. The platform must handle high volumes, process messages reliably, and trigger communications in real time based on business events.

5. Two-Way Customer Communication

The solution must support **both push and pull of messages over mobile numbers as per TRAI regulations**. Customer replies (such as SMS responses, missed calls, or WhatsApp messages) should be captured and automatically routed to the correct Bank team or system based on predefined rules. This enables interactive and responsive customer communication.

6. One Common API for All Channels

The platform should offer **one common API** for all communication channels. Bank systems should not need to connect separately to SMS, RCS, WhatsApp, or other Successful bidders. The platform itself should decide **which channel to use** based on Bank rules, while providing a simple and consistent integration for internal systems. Bidder needs to provide API specifications of the Middleware-Gateway Solution in the technical Specification Document-**Annexure-30**.

7. Central Template Management

The platform must provide a **single, easy-to-use web portal** for managing all message templates across channels such as SMS, WhatsApp etc. Bank users should be able to create, edit, and manage templates from one place. The system should support text, images, and rich formats where applicable, and allow users to **preview how messages will appear** on different channels before use.

8. Approval (Maker–Checker) Process

- All template creation or changes must follow a **maker–checker approval process**. One user creates or edits a template, and another authorized user reviews and approves it before it can be used. The system must maintain a **complete audit trail** showing who created, modified, and approved each template and when.
- The system **must maintain a comprehensive and immutable history** for each template, including but not limited to
 - Details of who created, modified, reviewed, approved, rejected, or disabled the template.
 - Date and time stamps for each action performed.
 - Previous and current versions of the template content
 - Remark/comments captured during approval or rejection

9. Multi-Channel and Multi-Language Templates

The platform should allow a **single message type** to have different versions for different channels (for example, SMS, RCS and WhatsApp versions of the same alert). It should also support **multiple languages**, enabling messages to be sent in the customer's preferred language automatically.

10. Template Version History

The system must maintain **version history for all templates**. Users should be able to view previous versions and roll back to an earlier version if required. This is important for audits and for correcting errors quickly.

11. Personalized Message Content

Templates should support **dynamic/Variable fields** such as customer name, account number, amount, or date. The system should automatically format values (such as dates or currency) and allow basic conditions (for example, different text for premium vs. regular customers). This ensures personalized messages without requiring changes in Bank systems.

12. Regulatory Compliance for Templates

The platform must ensure all templates comply with **regulatory requirements**. For SMS, it should integrate with the **TRAI DLT platform** to validate templates and automatically attach the correct template IDs to messages. For WhatsApp, the platform should integrate directly with **Meta's approval process**, so approved templates can be used without manual intervention.

13. Platform Routing and reliability

- The platform must support **sending messages through multiple Successful Bidder** for the same channel (such as SMS). The Bank should be able to define simple rules to decide **which successful bidder to use**, based on factors like delivery performance, speed, or cost. For example, the system should automatically use AI/ML or static rules to select the successful bidder with the best delivery success or split traffic between successful bidders in fixed percentages (such as 70% via one successful bidder and 30% via another). The solution should have real time

capability of distributing messages among RTM /TSP in a specified ratio within each category of messages depending upon the category/priority/application-wise SMS.

- **Automatic Failover for Reliability:** If a message fails or is delayed with one successful bidder, the system must **automatically retry using another successful bidder** without any manual intervention. This should happen **in real time**, especially for critical messages like OTPs or alerts. The Bank should be able to define retry rules (for example, try a backup successful bidder if delivery is not confirmed within a few seconds).
- **DLR:** The Bidder shall maintain accurate records of message delivery status and delivery timestamps for all messages transmitted. In the event of any dispute relating to message delivery, the **Bank shall have the unrestricted right to verify and validate such delivery directly with the concerned Telecom Service Provider (TSP).** The Bidder hereby irrevocably acknowledges by submitting a self-declaration letter to support the same and agrees to such right of verification by the Bank.
- **Channel Backup & Omni-Channel Delivery:** The platform should support **switching between channels** if needed. If a message cannot be delivered on the primary channel, it can be sent through an alternate channel (as per Bank rules and customer consent). For example, if an OTP SMS fails, the system may send it via Voice (160/140), RCS or WhatsApp. The platform should also intelligently choose the **best channel** based on message type or customer preference.
- **Country-Based Routing for International Messages:** For messages sent outside India, the platform must support **country-specific routing**. The middleware should be able to define rules such as using Intelligent routing based upon delivery one vendor for the USA and another for APAC or Europe etc., ensuring better delivery and compliance.
- **Prevention of Duplicate Messages:** The platform must prevent **duplicate messages** being sent to the same customer. If multiple systems trigger the same notification within a short time, the system should send only **one message**, alerts and reports for the duplicate messages should be generated. The Bank should be able to define simple rules (for example, same message sent to the same customer within a set time window) to avoid repeat alerts and improve customer experience.
- The Middleware-Gateway should have capability to present the no. of SMS sent by the various application based on the unique identifier.
- The Middleware-Gateway will provide the delivery report of each SMS processed by it. The delivery report will contain the all the parameter like timestamp, delivery status, error codes, mobile number, OTP/promotional SMS etc.
- The Middleware-Gateway solution should have capability to **prioritize the SMS traffic among the category of SMS**. If required to perform the Retry to deliver the SMS, in such cases it is responsibility of the bidder to do the same, however there will be no concession in the SLA for the retry mechanism.
- Middleware application should be capable of handling Mobile Number validation based on the country code and country regulations.
- Middleware application should be robust enough to handle **5000 TPS (TPS of 2500 for submission and 2500 for DLR update)**. Application performance should not be impacted in terms of slowness, record pile up, delayed delivery during peak hours or with max TPS.

- Update SMS delivery status to various source systems along with SMS platform as per Bank's requirement. Delivery status should be updated online. **Delivery reports need to be provided in the exact format that will be specified by Bank.**
- The bidder should ensure that SMS routing is done directly through **authorized telecom operators only** and SMS is delivered by authorized telecom-operators only.
- The SMS delivery infrastructure should be configured to prevent SMS routing through non-telecom-operator modes (e.g., grey routes).
- Telecom-operators should provide acknowledgment (DLR - Delivery Receipt) for each SMS to ensure delivery confirmation.
- **Delivery Status Update:** System should be able to update SMS delivery status to various source systems along with SMS platform as per Bank's requirement. Delivery status should be updated online. Delivery reports need to be provided in the exact format that will be specified by Bank.
- Delivery reports should contain all data like delivery time, destination number, originating number and other related data.
- The bidder should indemnify the Bank against any non-delivery complaints arising from non-telecom-operator SMS routing.
- **Traffic analyser portal (user management & report panel)** should be available for creation of users in which it should not have any limitation for user creation without any extra cost to Bank. Traffic analyser portal must fetch all message delivery details such as transactional, service, VMN missed call, VMN pull service and bulk SMS campaign logs and report needs to download.
 - **In Traffic analyser (TA) portal, SMS & related service data should be made available for previous 10 years at any point of time.**
- The solution should provide suitable means such as website / portal / tool for generation of MIS reports and also for showing the current status of messages.
- The Bidder should offer a retry mechanism for messages that cannot be delivered immediately.

14. Mandatory Policy Enforcement

The Bank should be able to define non-negotiable rules for certain message types. For example:

- **OTPs and transaction alerts must always be sent via SMS**
- **No marketing message should be sent to a customer who has opted out**

The system must automatically enforce these rules, even if a source system tries to send an invalid request.

15. Flexible Data Input

The platform should accept data from any Bank system, including:

- APIs
- Files (CSV/Excel)
- Databases or message queues
- Any Additional method

This ensures compatibility with both modern and legacy systems

16. Data Validation & Optimization

Before sending messages, the system should:

- Validate phone numbers and emails
- Optimize message length to avoid unnecessary costs

- Prevent invalid or wasteful sends

17. Bulk Campaign Management

- The platform should allow users to run bulk campaigns (SMS, Voice, WhatsApp, etc.)
- The Middleware-Gateway solution should be capable of scheduling the Bulk SMS campaign. There should be no limitation in scheduling the bulk SMS quantity.
- **Segmentation and Targeting:** The platform should support creating target audience segments based on attributes or events. Users should be able to filter or query the customer base (or import a list from the Bank's systems) to define who will receive a campaign.
- **Cost Estimation & Tracking:** Before triggering a campaign, the system should give an estimated cost based on the number of recipients and channels chosen. After the campaign, it should also generate a cost report, so the Bank knows exactly how many SMS/WhatsApp messages were sent and what the spend was (these ties into invoice reconciliation as well).

18. Campaign Performance Dashboard

- Each campaign should have a real-time dashboard showing sent, delivered, failed, opened, clicked, and responded messages, broken down by channel.

19. Monitoring, Reporting & Analytics

- **Live Operations Dashboard & Alerts:** The platform should provide a real-time system dashboard showing traffic, delivery success, failures, and Bidder performance. Automatic alerts should notify teams of issues or anomalies.
- **Detailed Delivery Reports:** For every message, the system must maintain detailed delivery logs with timestamps for audit and regulatory reporting. The Bidder should be able to provide daily statistics with an auto generated mail to the mail-ids and over SFTP.
- **End-to-End Message Trace:**
The system should be able to trace any message end-to-end.
- **Advanced Analytics & SLA Reporting**
The platform should provide analytics such as:
 - Vendor (**successful bidders**) and channel performance
 - Delivery and engagement trends
 - Department-wise usage and cost
 - SLA compliance and anomaly detection
 Alerts should be sent automatically if abnormal behaviour is detected.
- RTM/Telecom-operators should provide an additional API at their platform level, for fetching SMS MIS data for given mobile numbers and time period. The said API will be consumed over dedicated link or over internet. The specifications of such API will be finalised by the Bank. Require data of at-least past 2 year and date range should be configurable.
- Quarterly report to be generated for used and unused templets separately.

20. Deployment, Security & Scale

- **On-Premises Deployment:**
 - The solution must be deployable within the Bank's DC/DR in redundancy at all levels.
 - No customer data should leave the Bank's network.
 - Bank will only provide: Space, Power, Bandwidth and firewall. Rest is under service provide scope.

- **High Availability & Disaster Recovery:** The system must be highly available with a Disaster Recovery setup at the Bank's DR site.
- **Performance & Scalability:** The solution must be proven to handle very high message volumes (10 crores per day) with low latency. The architecture should scale horizontally and meet strict performance benchmarks.
- It is responsibility of the bidder to sync the Middleware-Gateway application along with data bases between the production environment and DR environment.
- It is responsibility of the bidder to conduct the DR drill for the Middleware-Gateway as per the requirement/policy of the Bank.
- Bidder able to do smooth support of DC-DR switchover/switchback as per Bank guidelines as and when required without any extra cost to the Bank
- The Middleware-Gateway solution comes under the category of the critical applications; hence it is bidder responsibility to Maintain the **RTO/RPO/MBCO** for the application **as per the Bank's policy.**
- The Middleware application hosted in Bank's domain should be scalable to meet the requirements of the Bank for **the next 3 Years from go-live date.**
- The middleware application which will be deployed in Bank's premise should be robust enough to handle any issues related to Infrastructure like Network / Servers / Database. Data loss / missing data is not acceptable under any circumstances.
- Support for **any upgrade activity** pertaining to any hardware/OS/DB/middleware or any other infrastructure component **at no extra cost** with required modifications at the application/DB end.
- It is the responsibility of the Bidder to change/upgrade/customize the infrastructure from time to time to ensure compliance to statutory, RBI, TRAI, PCIDSS, IBA guidelines or any other audits findings at no extra cost to the Banks Bidder to provide undertaking.

21. Security Standards Compliance: Given the sensitive nature of banking data, the platform must adhere to the highest security standards. This includes:

- **Authentication & Access Control:** Support integration with the Bank's Single Sign-On (SSO) for user login and enforce **Multi-Factor Authentication (MFA)** for administrative access. User roles and permissions must be granular (**role-based access control**) so that, for example, a marketing user cannot view or alter other department's templates, or a viewer cannot send messages. The system should allow defining custom roles aligning with the Bank's operational structure (admin, auditor, template-manager, campaign-runner, etc.). Module should be made available to Bank for assigning roles to various Bank's users.
- **Infrastructure Hardening:** The application **should run on hardened OS** and middleware per Bank standards. It should support deployment on hardened Linux/Windows servers with up-to-date patches, use secure protocols (HTTPS, TLS1.2+ for all communications), and **comply with OWASP guidelines for web security.** All data in transit between components **must be encrypted** (e.g., API calls, database connections). Sensitive data at rest (such as customer phone numbers, message content in logs or databases) should be **stored encrypted or masked** as per the Bank's data security policy. The system should provide configuration to **encrypt PII and apply tokenization or masking where appropriate.**
- **Audit Trails:** Every administrative or system action (like user login, configuration change, template edit, policy change) must be logged with timestamp and user ID, and these logs should be immutable and available for audit. The platform should have built-in audit reports to show, for example, who approved which template or who changed a

routing rule at what time. This is crucial for **both internal governance and regulatory inspections**.

- **Regulatory Compliance:** The solution must comply with all **applicable regulations** from bodies like RBI, TRAI, DOT, and CERT-In. Key compliance requirements include:
- **TRAI Telecom Rules:** Adherence to the **DLT framework for commercial SMS** is mandatory. The system should enforce use of registered templates and headers for SMS, manage scrubbing against the DND (Do Not Disturb) lists, and ensure no unsolicited messages are sent in violation of TRAI guidelines. It should also handle **periodic template scrubbing and renewal** to keep the DLT registrations up to date.
- **RBI Notifications:** Follow RBI rules on customer communication. For example, RBI mandates that certain transaction alerts are sent via SMS and that banks must maintain proof of delivery for dispute resolution. The platform's logging and reporting capabilities will support this by retaining all delivery receipts. If RBI has guidelines on charging customers for alerts, the system must support that by providing **charging files** that map messages to accounts. Indeed, the platform should be able to generate automated **cross-charge files** so the Bank can recover communication costs from customers as required (e.g., per SMS fees for alerts above a free threshold).
- **Mobile Number Revocation List (MNRL):** In line with the latest RBI directives to prevent fraud, the system should integrate with the **TRAI MNRL database**. This allows it to check if a customer's mobile number has been recently deactivated or reported as fraudulent. The middleware should ideally do a lookup against MNRL (or the Bank's internal updated list) before sending sensitive information, and flag or block messages to numbers that are no longer owned by the original user.
- The platform must enable compliance with the **Digital Personal Data Protection Act, 2023** and related regulations. This means robust consent management (as described), honouring opt-outs instantly, and providing capability to purge/anonymize personal data upon request or when no longer needed. The system should not retain personal data longer than necessary and should support features like data export and deletion for individuals to exercise their rights. Additionally, any third-party components or integrations should be vetted for compliance (ensuring no customer data is sent to external systems without authorization).
- **Other Standards:** Compliance with **UIDAI (Aadhaar)** guidelines (if applicable, e.g., if sending masked Aadhaar in SMS), **IT Act** and cyber security guidelines from RBI and CERT-In (e.g., supporting required encryption standards, incident reporting), and **ISO 27001** principles for information security management should be ensured. The Bidder should ideally be ISO 27001 certified or follow equivalent security best practices. All cryptographic controls, network security controls, and BCP/DR processes in the solution should be at par with what the Bank uses internally.
- **Administration & Manageability:** The solution should provide an intuitive admin portal for Bank IT administrators to configure and manage the system. Key capabilities should include:
 - **User and Workspace Management:** Ability to create separate workspaces or project spaces for different teams (marketing, operations, IT, etc.) **so their campaigns and templates are siloed**. Manage user accounts and assign roles/permissions accordingly.
 - **Configuration Management:** Graphical or scriptable interface to configure routing rules, add or remove vendor connections, set up new channels, define consent policies, etc. Changes should ideally go through a **change management workflow** (with approvals) to avoid any accidental impact.
 - **Monitoring & Health:** A section for monitoring system health, usage statistics, and integration statuses (e.g. showing if a certain vendor API is down).

Integration with the Bank's enterprise monitoring tools via SNMP or REST for unified oversight.

- **Support Tools:** Tools for support staff, such as the ability to manually retry or force-send a message, blacklist a number temporarily, simulate a message for testing purposes, etc., should be available to quickly resolve issues.

22. Customer Data Platform (CDP):

- **Unified Customer Profile Repository:** The solution should provide a consolidated view of each customer's contact points (mobile numbers, email addresses, device tokens, WhatsApp number, etc.) in one profile. Communication History (360° Log): For every customer, the system must maintain a complete communication history accessible to authorized users. This includes all messages sent to that user across all channels, their delivery status, and any user responses or interactions. Such a communication 360 is crucial for customer support and audit – e.g., if a customer claims they did not receive an alert, the Bank can instantly look up whether it was sent, through which channel, and whether it was delivered/opened. The CDP shall maintain a 360-degree unified profile of each customer, storing:
 - Channel-wise destination/contact identifiers (mobile numbers, email IDs, device tokens, WhatsApp numbers, etc.)
 - Channel preferences and opt-ins/opt-outs
 - Subscription details for each alert type or event category
 - Policy-driven attributes (e.g. DND status, language preference, segment tags)
 - Custom attributes for audience segmentation (e.g. geography, product holding, engagement tier)
- **Consent Management:** The middleware should include a Consent Management module to capture and update user preferences. The Bank may embed this in its internet Banking, mobile app, or website to let customers set their preferences (e.g. opt out of promos, choose WhatsApp for certain alerts, etc.). The platform must record consents with timestamps and enforce them for all messaging activities. The solution should offer for capturing registration and revocation of consent. Solution must be capable of integrating with various touch points (delivery channels) of Bank and it should be in sync with Bank's Consent Manager
- **Auto-Update Contact Info:** The solution should offer a mechanism **to auto-update user contact details when they change**. If a customer updates their phone number or email in the Bank's system, the platform should be capable of receiving that update and seamlessly start using the new contact info for all messages. For mobile app push tokens, the system should automatically handle token refresh events to keep the push registry current.
- **Real-Time Decisioning Support:** The platform shall support real-time lookups (sub-100ms latency) at the time of every communication event, to:
 - Validate if the customer is subscribed to the relevant alert
 - Enforce communication consent and opt-out policies
 - Determine preferred or permitted channels as per Bank's policy
 - Route message accordingly or suppress it if blocked
- **Multiple Sender IDs / Numbers:** For channels like WhatsApp where the Bank might have multiple official numbers (or multiple messaging), the user's consent and history should be tracked in aggregate. For example, if the Bank uses two WhatsApp Business numbers, and a user opts out on one, the system should know

not to message them from the other number either. The platform should manage **multiple sender identities** per channel in a unified way– so preferences and block lists apply across all of the Bank’s touchpoints on that channel.

- **Audit and Versioning:** All consent changes, preference updates, and profile edits shall be logged with timestamp and user/system actor metadata. The system must retain historical versions of customer preferences and subscriptions for audit and regulatory purposes
- **Policy Enforcement Layer:** The CDP shall enforce configurable business rules before sending communications, including:
 - Channel suppression windows (e.g. quiet hours)
 - Alert frequency caps per channel/type
 - Conditional suppression (e.g. high-risk users receive only SMS)
 - **Policy Enforcement:** Administrators must be able to define mandatory policies for certain message types or users. For instance, the Bank might set a policy that all OTPs or transaction alerts must go via SMS (and not exclusively over an OTT channel) due to regulatory mandates. Another policy might enforce that no marketing message goes to a customer who has opted out globally (even if a particular system tries to send). The middleware should allow these rules to be configured and will automatically enforce them in real time for every message, overriding any inappropriate requests from source systems.

23. In-App Messaging & Push Notification Support

- The middleware must include ready-to-use SDKs for mobile platforms (Android, iOS) and popular frameworks (React Native, Flutter etc.) to enable Push Notifications and In-App Messaging capabilities in the Bank’s own applications.
- The system must **also track push delivery** and engagement (e.g. was the notification clicked) and feed that back into reports.
- The in-app message format should be rich and interactive – supporting text, images, quick reply buttons, hyperlinks, and even form inputs for user responses. This allows the Bank to create interactive service flows (e.g. feedback collection, upsell offers) natively inside their app. All such in-app templates and behaviours should be **configurable from the central platform**.

24. Outbound API Calls (Data Enrichment):

- In many cases, to personalize a message, additional data must be fetched from internal systems at send time. The middleware should allow workflows to perform **outbound API calls to other endpoints** and use the response in message content.

25. Advanced WhatsApp Banking Features: (The platform’s special capabilities for conversational channels, especially WhatsApp, are highlighted to future-proof the Bank’s digital offerings.)

- **Conversational Flow Builder:** The solution should allow the Bank to create **interactive conversational flows on WhatsApp** (and other chat channels) easily. For example, it should support menu-driven flows where customers can reply “1” or “2” to navigate options (e.g. 1. Balance Inquiry, 2. Recent Transactions).

- **Chatbot Integration:** If the Bank plans to implement AI chatbot, the middleware must be able to integrate with that **central AI/virtual assistant** for free-form conversations.
- **WhatsApp “App-Like” Experiences:** The platform should keep pace with the latest WhatsApp Business features. This includes supporting **WhatsApp Interactive Flows (WABA Flows)**. The middleware should be capable of deploying and managing these advanced flows, including any required integration with WhatsApp’s APIs for buttons, list messages, etc.
- **Multi-Number Management:** If the Bank uses multiple WhatsApp Business numbers (for different regions or product lines), the platform should provide a **central management layer** over those. It should intelligently route outgoing WhatsApp messages via the appropriate number (or even rotate between numbers for load distribution or fallback). It should also handle if a user blocks one number – ensuring an important message can be retried via an alternate approved number.
- **Direct BSP/Meta Connectivity:** To maximize performance and control, it’s preferable that the solution can connect directly to WhatsApp’s Cloud API. Bidders should detail how they achieve WhatsApp connectivity and **whether any third-party involvement is required**.

26. Invoice Reconciliation:

- The system should assist in reconciling vendor bills with the platform’s data. For instance, if an RTM/telecom-operator bills for 10,00,000 SMS in a month, the platform’s record of delivered SMS (minus failed ones that should not be billed) should match. Any discrepancies can be highlighted. This ensures the Bank only pays for what was actually sent and delivered.
 - SMS delivery reports / bills submitted by the bidder (telecom-operator-wise) should be evidenced by providing corresponding telecom-operator confirmation on their letterhead.
27. Bidder should ensure compliance of advisories issued by any regulatory authority viz. CSITE / RBI / TRAI etc. and required changes should be done in the middleware application / RTM platform as per the guidelines / timelines issued by Any regulatory authority at no extra cost. Bidder should produce artifacts / document evidence / Certificate wherever required from competent authority who are part of DLT including TELCO/TRAI or any other information related to SMS standards.
28. **Bank** may ask any or both successful bidders to deploy **the middleware solution in Bank “Production, Pre-production (UAT) and MIS instance at DC environment and one failover instance at DR site”**, to accept SMS traffic from different applications within Bank.
29. The SMS requests can be received using web service/ API or using DB insert. The specification for the same will be finalised in consultation with the Bank, to ensure smooth transition from existing RTM/Telecom-operator.
30. The solution will take care of processing such requests and send the SMSs using RTM/Telecom-operator APIs. The delivery APIs should also be part of same solution. The solution should be able to connect with both RTM/Telecom-operators (successful bidders) with capability to distribute SMS traffic as per required ratio.
31. PII data should be encrypted while storing in DB, as per defined standards.
32. **The** said solution should have Admin portal for managing the application configurations. Any changes in the configuration through admin portal should be done with maker-checker concept.
33. OTP SMSs should be encrypted while storing in DB and mechanism should be provided on admin portal to see such SMS using maker-checker concept.

34. Bidder should provide bulk SMS portal for sending the messages on adhoc basis by various user business departments
35. The Middleware-Gateway will provide a separate report solution instance/setup for the various reports required by the Bank. The solution should be configured
- to receive and maintain delivery reports from each Middleware-Gateways/ RTM/Telecom-operator engaged by the Bank either through SMPP or HTTP/s or file upload or any other latest protocol.
 - to have a GUI dashboard showing the days wise, month wise and quarter wise SMS sent, delivered and failed.
 - to provide the user-based GUI for extraction of reports.
 - to provide the reports on SMS sent during the past one year.
 - to extract the reports on the parameter provided by the user like date, mobile number etc. from the dashboard.
 - to extract the report for multiple mobile number at one instance of time. It is bidder responsibility to customize the reports as per the requirement of the Bank.
 - The report generated should be downloadable in Excel, PDF, TXT,CSV etc format.
 - The bidder will finalize the reports after consultation with the Bank. Some of the illustrative parameter but not exhaustive for the reports are as under: -
 - *Department Name*
 - *Vendor Name (Successful Bidders)*
 - *Category.*
 - *Mobile Number/ MSISDN*
 - *Bearer (GSM/ CDMA)*
 - *Telecom-operator*
 - *Telecom operator Circle*
 - *National/ International*
 - *Sender Name/ ID*
 - *Date/ time received at the Solution Interface*
 - *Date/ time sent to the vendor (successful bidder) gateway*
 - *Date/ time of actual delivery as per the delivery report*
 - *Status of the SMSes*
 - *Status Description*
 - *Error category and description*
 - *Success and failure status*
 - *Total DND*
 - *Template mismatch*
 - *Delivery Expires*
 - *Total SMS sent.*
 - *Total SMS received at interface.*
 - *Message delivered with in the SLA.*
 - *Type of SMS OTP/Promotional/Transactional.*

****Bidder please note that the report creation and go-live will done in consultation with Bank.**

36. **Bidder** must have multiple service providers for outbound messages.
37. The Bank should have the right to audit the bidder's SMS delivery mechanisms to ensure compliance.
38. **Implement IP-based access controls to prevent SMS delivery from unauthorized or unapproved IP addresses. Ensure SMS traffic from approved Bank system to prevent fraudulent /SPAM SMS delivery.**

39. Bidder should have controls to prevent SMS abuse and misuse (app-based delivery or similar mechanisms).
40. Regularly monitor and block rogue IPs or suspicious patterns indicating non-telecom-operator routing.
41. **Provide** suitable means such as website / portal / tool for generation of MIS reports and for showing the current status of messages.
42. **Audits:**
 - a. VA/VAPT/IS Audit/Incident Audit/Concurrent Audit/RBI Audit/PCIDSS/any other audit observations or bug fixing/OS patching should be closed **within 24 hours of publishing of critical and high category points**. For medium and low category points should be close in within a week in consultation with the Bank.
 - b. Bidder should ensure that all audit observations should be closed as stated in point no (a) without any extra cost to Bank.
 - c. The SMS solution API should be as per the Security Guidelines defined by Bank
43. The solution should support encryption mechanism as per the regulatory mechanism and modified as and when reported for change. The solution should take care of the security gap by addressing the inherent limitations of message security. The solution should be secured and should take care of the following security vulnerability that **is SMS spoofing, SMS Viruses, SMS Phishing, DOS Attacks and spamming, including Man in the middle attack, Reply Attack, Message Disclosure, SMS Phone Crashes, OWASP threat**.
44. The solution should provide the option for source applications to send SMS & related services either via web services (API) or through Database insert or any other mechanism desired by the Bank. The specification for the same will be finalized in consultation with the Bank, to ensure smooth transition from existing RTM/Telecom-operator.
45. **The** solution will take care of processing such requests and send the SMSs & related service using RTM/Telecom-operator APIs. The delivery APIs should also be part of same solution. The solution should be able to connect with both RTM/Telecom-operators (successful bidders) with capability to distribute SMS traffic as per required ratio.
46. Solution should support SMS & related services delivery to both domestic & international mobile numbers with real time troubleshooting for any number
47. There should be an option on front end portal for adding / disabling / enabling any source application interface for sending SMS and related services.
48. All future applications should be integrated free of cost by successful bidder.
49. In future, as per Bank's requirement, Bidder should be able to integrate that system without compromising the Bank's security policy. Also, it is bidder's responsibility to suggest Bank for best possible / secure solution for same.
50. The proposed solution should have capability for web layering for integrating with external system as per requirement of the Bank.
51. Single monitoring portal for checking online status of all types of SMS delivery, miss call and MIS report.
52. For logging and tracking all the complaints raised by the Bank, single ticket should be maintained in online ticketing mechanism till the resolution of the issue.
53. System should support Voice OTP, or any other upcoming technology related to SMS.
54. System should be able to generate and send SMS / Email alerts to Bank's application monitoring team in case of any technical issue viz. Any component is down or any buffer piling up or any network issue or DB not available or app server down or any other issue which can be configured for auto alerts

55. **Product should have menu driven facility for Purging and Archival of SMS data (Auto purging and auto archival should be implemented in SMS application to avoid the manual interventions)**
56. Bidder has to maintain decided unique cost (Domestic or International) irrespective of any change in the cost price.
57. If required, Bidder should be able to share the logs from any of the entities involved in SMS and related service delivery i.e from middleware solution to end user handset including TSP/TELCOs for both Domestic and International Mobile Numbers.
58. Scope for admin portal, TA portal and Bulk SMS campaign Portal:
 - a. Require SLA report in Admin portal, day-wise and vendor-wise (Successful Bidders-wise).
 - b. Require Maker-Checker for all changes in admin portal.
 - c. Audit trail should be present for the admin portal activities
 - d. **Detailed report** of Bulk campaign should be available middleware solution on campaign name wise at least for 6 months.
 - e. SLA reports should be presents in bulk SMS portal on day wise and campaign name wise.
 - f. Two factor authentication is required for login to admin portal.
 - g. Domain user authentication is required for admin login.
 - h. **Auto User validation** – (Any user who has not logged in the portal during stipulated time(parameter), should be disabled in the system.
 - i. Provision for uploading dump of templates / capturing Template details as per TRAI guidelines should be available in the admin portal.
 - j. Provision for whitelisting of templates should be made available in TA portal with maker checker facility.
 - k. A report **with bifurcation of technical failures (Telecom-operator failures) / Business failures (Handset failures)** along with error code and description shared by telecom-operator should be made available in TA portal. **All error codes should be mapped with proper error description.** Ambiguous error should not be populated at any point of time. For eg: 'Unknown error'. Any new error from telecom-operator should be **mapped to proper error description.** The report should be reviewed periodically as and when there is a change in the error codes from TELCO/TRAI.
 - l. Rejection report with rejection code and reason should be made available in TA portal.
 - m. Reports as per the requirement of Bank should made available in the admin portal / TA portal.
 - n. Require Maker-Checker for all changes in Bulk SMS campaign portal.
 - o. **Auto User validation in Bulk SMS portal** – (Any user who has not logged in the portal during stipulated time(parameter), should be disabled in the system.
 - p. Maker will initiate the campaign. On approval of Checker campaign should get processed. If checker is not initiating any action, campaign should be rejected within 24 hours automatically.
 - q. Required MIS reports to be configured as per the requirement of the Bank in Admin portal / Bulk SMS portal.
59. There will be certain cases where Bank has tied up with third parties for certain requirements and as part of customer journeys, such third parties are authorised by Bank to send SMS on Bank's behalf. The successful bidders **should provide direct APIs to such thirds parties** for sending SMSs. The bifurcation of delivery and SLA reports for such cases should be maintained separately and made available through an MIS portal.

60. Bidder has to declare the handset failures and telecom-operator failures as and when reviewed by telecom-operator. Based on the failure's bifurcation, SLA will be calculated as per the set terms and conditions.

Note: - Scope of supply includes Applications, Software components required to render the system offered complete in all respects even though every individual items may not have been specifically mentioned in the RFP. Bank will award the contract to the successful bidder who should deliver the solution with the detailed scope mentioned in the Technical Requirement in Scope of Work.

Implementation, Testing, Migration, upgradation and Maintenance of the Project will be performed Onsite i.e. at Bank premises only. Comprehensive Project Plan along with minute sub-milestones of implementation and high level and low-level data flow diagrams should be shared with the Bank during kick-off meeting post issuance of purchase Order. **During Implementation phase**, Project Manager should be available ONSITE on all regular days and should update the project status on daily basis. The complete Implementation Team should also be stationed at Bank's location in Mumbai/Navi-Mumbai during all working days of Bank and if necessary, on holidays. The migration/deployment/testing activity will be carried out during non-peak hours and Holidays. The successful bidder should provide enough resources to complete the project as per the timelines mentioned in the RFP document considering various dependencies on integrations with internal & external channels.

7.11 Split Order

1. Bank intends to shortlist two service providers for its scope of work defined in this RFP.
2. The Bank reserves the right to split the quantities/volume of SMS amongst L1 and L2 successful bidders in proportions of **60:40** provided L2 successful bidder is willing to match all the prices/rates (item wise) and other terms & condition of the RFP.
3. In case L2 successful bidder is not willing to match L1 price, Bank will call L3 bidder then L4 bidder etc. in the sequential manner. In case no vender i.e., L2, L3, L4 etc. match with the L1 price, Bank reserves right to award entire quantities / volume of SMS to L1.
4. Bank is free to use the middleware services of L1 or L2, Bank may deploy middleware of L1 and L2 both.
5. **During the period of contract, in case of failure to meet the contract obligations by either L1 or L2 bidders, Bank reserves the right to route 100% SMS traffic to the performing bidder**
6. Bidder, please note that in future Bank may select another RTM/Telecom-operator for the delivery of the SMSs & related services, in such scenario the bidder will integrate the RTM/Telecom-operator with Middleware-Gateway solution.

7.12 Solution Presentation and Demo:

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

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

7.13 Infrastructure

1. The bidder will be required to supply, install, customize, migrate, test, commission, manage and maintain the Middleware-Gateway Solution (application middleware) along with Hardware, operating system, database, SSL, software, licenses, APIs, MIS Portals, and other peripherals like load balancer etc.
2. **Cost of Middleware (Hardware, Software, Database, Licence, customization, development, maintenance, integration, compliance etc.) and Facility Management should be included in SMS and related service Charges by the Bidder.**
3. The Bidder has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services.
4. The Hardware provided by the bidder must have dual power supply and **should not be declared end of life from OEM during the entire contract of the project.**
5. All the hardware and software provided by the bidder should **have back-to-back support from OEM** during the entire contract period.
6. The necessary location and rack space and power for the installation of the Middleware-Gateway will be provided by the Bank. The necessary cabling required for connecting the solution with Bank devices will be done by the bidder.
7. The software provided by the bidder for Middleware-Gateway **should not declared end of life from the OEM.** Bidder needs to apply all periodic patches during the project period. Bidder needs to submit complete document of the software installed, its components (proprietary and open source) if any with version details during the technical bid.
8. The Bidder needs to size the infrastructure (Servers, network switches, HSM, Operating System, APM, containerization platform and other related hardware/software etc.) for the solution **based on the volume and the growth indicated in the Growth. Volume Projections.**
9. If bidder is providing any open-source software in the Middleware-Gateway, it is responsibility of the bidder to provide the support for such open-source software and the patches needs to be updated periodically to meet all compliance pertaining to Vulnerability and Penetration testing.
10. It is bidder responsibility to test and deploy OS/HW/Middleware/Application Patches as and when required or in compliance with Bank policy.
11. The Middleware-Gateway provided by the bidder should have **capacity to handle the required 5000 Transaction per second (TPS) (TPS of 2500 for submission and 2500 for DLR update).** The Middleware-Gateway provided by the bidder should be scalable in nature. If bidder/Bank feels that the application is facing the slowness or not performing as per the desire result, in such case if TPS upgradation need to be done, then it is responsibility of the bidder to upgrade the requisite hardware/software without any additional cost to Bank. **The TPS requirement may go upto 5000 TPS during the duration of the contract and it is bidder's responsibility to provide the TPS requirement without any additional cost to Bank.**
12. **The Gateway Services (middleware solution) inclusive of all components i.e. load balancer, server etc provided by the bidder, will be in HA mode at DC and DR environment.**
13. **The bidder will provide all the requisite hardware and software required for the SMS and missed call Banking. The architecture of Missed call and SMS Banking solution will be uniform with Middleware-Gateway solution in terms of Hardware, Software, High availability in Production setup, UAT setup, DR setup etc.**
14. All the guidelines of Middleware-Gateway solution will also be applicable to SMS and Missed call Banking solution.

15. The Bidder will be responsible for integration of the Middleware-Gateway Solution with other RTM/Telecom-operators for the delivery of the SMS as per the requirement of the Bank
16. Following is the minimum required list of infrastructure components to be provided by Bidder and same need to be factored in the technical / commercial bid. Apart from the components listed below, Bidder must provide any additional Software components required for the successful implementation of the project.
 - a. Software for application, web, middleware server etc.
 - b. Reporting tool
 - c. Any other software item required for middleware functioning
17. The end-to-end implementation, maintenance and support of the middleware solution shall be part of the scope of the bidder.
18. The necessary hardware infrastructure to be provided by the Bidder at Bank's DC, in Navi Mumbai and DR in Hyderabad. However, in future, if Bank shifts any of the sites mentioned above (DC/DR) to a new location, the successful bidder shall provide respective services from the new location.
19. The bidder shall install and maintain the software as required by the solution. Bidder shall also maintain the Hardware and all necessary configuration, parameterization etc. Bidder must resolve the issues arising during integration of other component (like webserver) or software (like Database, Enterprise Service Bus /Payment Hub & other third-party software). The performance tuning & parameterization of Database & other software to support smooth running of the application, should be done by Bidder. **Bidder is required to provide the details of software components proposed in the RFP as per format Annexure 30.**
20. All the proposed solution components should be properly supported and licensed during contract period.
21. The bidder is required to provide the certificate regarding local content in the solution as per **Annexure 28**.
22. Bidder needs to accordingly provide as part of the technical solution the complete middleware solution details like Application, Software and other related software requirements. The details shall include: —
 - a. List of Applications, Softwares along with licensing details (Including installations and replication at DC and DR).
 - b. Details of redundancy and security setup.
 - c. Application architecture along with a detailed diagram including the infrastructure setup.
 - d. Implementation procedure / road map.
 - e. Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.
23. **The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Growth Volume Projections table.** The Bank will not be responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will carry out the necessary upgrades / replacements at their cost.
24. The bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI/NCIIPC/TRAI and also adheres to requirements of IT Act (including amendments in IT Act and its Rules thereof). A self-declaration to this effect shall be submitted by the bidder.
25. Successful bidders need to submit the details of Infrastructure to the Bank for running the project smoothly in format given in **Annexure-30**.

26. The submitted Hardware Sizing for middleware Application and other Softwares by the Bidder should not be over-utilized. **The utilization of Hardware should not be more than 70% during the whole contract period.** The Bidders should Size the Hardware accordingly.
27. It is bidder responsibility to obtain necessary permission like road permit etc for the deployment of solution. However, any non-commercial help required from Bank, Bank will do the same as per Bank policy.
28. The bidder will be responsible for insurance, freight charges etc. of the hardware or any other deliverables to be provided by the bidder in the RFP.
29. It is bidder to take necessary insurance of the solution during the contract period.
30. The Bank shall give Bidder and its personnel, only physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services. **Any mode of remote access will not be allowed from any Network outside Bank's Network.**

7.14 Growth Volume Projections for Central Bank of India

The SMS Volumes are projected to have 40% Year-on-Year Growth as given under:

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

Year on Year	Total Transactions (In Crore)
Year1	1288
Year2	1803
Year3	2525
Total	5616

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

7.15 Benchmarking

1. The proposed solution should be benchmarked for **5000 peak Business TPS** (Transactions per Second) and able to handle 10 crores transactions per day on go live day. Bidder must demonstrate the volume handling capacity of the SMS system and provide the report of same.
2. **The bidders should size their application and other Software envisaging the 40% growth in peak TPS per year** and accordingly make arrangements for the Licences of Software. Bank can deploy/integrate additional channel. Application Licence will be enterprise level and can be used at unlimited Hardware without no additional cost to the Bank.
3. The Bidder needs to size the infrastructure (hardware, Operating System and other related Hardware/Software) for the solution based on the volume and the growth indicated above and propose the same as part of their technical bid submission. **Annexure-30.**
4. The Applications & other Software provided by the Bidder should work in any number of Hardware/Devices without any extra cost to the Bank. The complete implementation, maintenance and support of the middleware solution shall be part of the scope of the bidder.
5. As part of the technical proposal the bidder needs to provide complete SMS middleware solution details. The bidder must design the solution with high availability & secure

Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

6. The Application & Database should be **sized for Active- Passive setup at DC & DRC** so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work. The performance tuning & parameterization of Database & other software to support smooth running of the application, should be provided by Bidder.
7. Bidder needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Storage Capacity and other related requirements. The details should include: -
 - a) List of Hardware, Operating Systems (OS), containerization platform etc. on which the solution is compatible along with licensing details for the complete solution (Including installations and replication at DC and DR).
 - b) Details of redundancy and security setup.
 - c) Application architecture along with a detailed diagram including the infrastructure setup.
 - d) Implementation procedure / road map.
 - e) Proposed Server and related infrastructure specification required as part of the solution implementation (UAT,DR,DC) along with the quantity to meet the Bank's redundancy requirement.
8. The Bidder is responsible to arrive at the sizing independently based on the volume and the peak business TPS growth indicated in the RFP. In the event the sizing proposed by the Bidder does not match the performance/ service level. Bank has the right to levy penalty as per the SLA.
9. The successful bidder has to perform High Availability testing to ensure that there is no single point of failure in the supplied components & platform.

7.16 Migration of Data from existing middleware:

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

7.16.1 Pre – Migration Activities

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

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

Implementation & Migration of the Project will be performed Onsite i.e. at Bank premise only.

7.16.2 Data Extraction and Loading in New Middleware Solution

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

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

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

- 1 Test the new network before deployment with the Core Banking Solution / Enterprise Service Bus /Payment Hub, Middleware, carry out sample reconciliations and present to Bank for approval on tests and schedule.
- 2 Carry out migration of middleware solution as well as data, as per schedule – any delays would attract penalty.

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

7.16.3 Post-Migration Activities

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

7.17 Enterprise license on proposed Solution (Middleware)

1. The license for the solution to be Enterprise-wide perpetual level for all the modules offered without any constraint on number of branches or users or delivery channels.
2. Bank can deploy /integrate any number of channels.
3. Application Licence will be enterprise level and can be used without any limitation and additional cost to the Bank.
4. The solution to be installed at Bank's Data Centre, Disaster Recovery Centre.

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

7.17.1 Open Source Allowed Only with Enterprise Support

The successful Bidder shall preferably propose commercial, enterprise-grade licensed software for the complete solution. Freeware, community editions, trial versions, or unsupported open-source software shall not be permitted. However, open-source software may be considered only if:

- It is backed by a commercial enterprise subscription from the original developer or an authorized enterprise support provider
- It includes 24x7 SLA-backed support, security patches, vulnerability management, and version upgrades
- It is widely adopted in regulated environments such as banks, financial institutions, or government organizations
- The Bidder assumes end-to-end ownership and accountability for support, compliance, and security.

Complete details of such software, including license type, support model, OEM name, and subscription cost, must be explicitly mentioned in the technical bid.

The Bank reserves the right to accept or reject any open-source component based on security, compliance, or operational considerations

7.18 Facility Management Service

7.18.1 Resource Plan

Facility **Management (FM)**. The bidder shall ensure that the FM personnel are available exclusively for middleware Solution & Softwares. Bank reserves the right to interview the FM personnel intended to be deployed and if not found suitable may reject them. Following is the **tentative** requirement of Bank for the facility management engineer: -

Sr No	Description	Count	Shift	Location	Qualification
1	L-1 Engineer/ Resource	8	24X7	Mumbai	Graduation with at least one year of experience in managing IT solutions (Desktop engineer will not qualify)
2	L-2 Engineer/ Resource	1	General Shift	Mumbai	Graduation with Minimum three of experience in managing the Middleware solution.
	Total	9			

1. Bidder should factor and deploy FM personnel so that monitoring and support is available 24x7x365. The deployed resources should be available onsite at Central Bank of India.
2. Bidders to ensure that the resources deployed for onsite support should possess experience as mentioned in the table given above preferably in the software Solutions/Tech Stack proposed by the bidder. Bank reserves the right to claim change in resource based on the performance of the resources.
3. Bidder, please note that the above-mentioned facility management resources should be deployed after hardware delivery.
4. Bidder will send its senior resource as and when required by the Bank at its locations to trouble shoot the issue or for any other SMS related service of the Bank.
5. Bidder will send the engineer at DR site during the DR drill without any extra cost to bank.

6. The Facility engineer/resources will be responsible for providing the data to the requestors as per their requirement.
7. The facility engineer/resources will be responsible for coordination with bidder team for any call/service request related to solutions provided by the bidder.
8. Bank will provide the necessary sitting space for the Facility engineers.
9. The deployed resources (to have adequate skill, good academics & be technically sound) should manage the above-mentioned scope of work and have experience for development, monitoring & management of the proposed solution.
10. The Bidder must supply resources for various service aspects under Facilities Management. Resources should be deployed at critical locations as per the agreed service levels detailed in relevant appendices.
11. Bidder has to submit the details of contact person including Technical Representative & their deployment plan to provide support of the in-scope Middleware-Gateway during the entire contract period.
12. The Bidder will provide resources for system customization/development **without additional costs** for regulatory/statutory requirements.
13. Changes in resource allocation or roles require **mutual agreement**. The Bidder must deploy skilled personnel and ensure their competency is satisfactory to the Bank. The Bank reserves the right to evaluate or replace resources found incapable of meeting requirements.
14. The Bidder must conduct background verification of staff deployed to work on Bank premises.
15. The bidder should be able to recruit/ deploy the resources within 30 days of placing the order/LOI (Letter of Intent) for the onsite technical resource.
16. If personnel are withdrawn or replaced, the Bidder must ensure replacements have equal or better qualifications at no extra cost 30 days in advance.
17. The Bidders should deploy well-versed OEM resources for development/deployment/DBA as and when needed by the Bank. Specialized OEM resources/domain experts (including DBA supports) should be made available as required for smooth running of project and will be made available onsite whenever need arise for major activity, Compliance etc.
18. Note- Bank may require the services of above resources in shift and on Holidays on need basis.
19. Bidders to ensure that deployed resources should be competent to develop/ configure/ handle/ integrate/ maintain/ manage/ Implement/ Test / Go-live the proposed middleware solution.
20. Bidder should ensure that the onsite resources should perform, testing, configuration, deployment, support, monitoring, implementation, Integration with new middleware, Trouble Shooting, reporting, RCA reports, coordination with Bank's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are indicative in nature which may increase depending upon the requirement of the communication Eco system.
21. The Bidder must ensure smooth knowledge transfer during the transition period, which must be a minimum of three months.
22. The deployed resources shall be on the bidders' payroll/contracts and will not be having any employment right with the Bank. These resources will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank. The selected bidder shall address such issues without involving the Bank. The onsite resources provided for Facility Management at Bank's premises should be on payroll of the successful bidder and not on any third-party payroll. In case, if the successful bidder has to depute third party resource payroll and not bidder's payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder's responsibility for any action taken on part of the deployed resource by the bidder.

23. All expenses related to boarding, lodging, travel, local conveyance, and transportation of manpower, tools, equipment, and materials to the Bank's premises, Data Centres, and Disaster Recovery sites shall be borne entirely by the selected bidder. Such costs shall be deemed to be included within the scope of work and quoted price as per the RFP, and no additional payment shall be admissible on this account.
24. The deputed persons must maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised/ disclosed/ misused/ misappropriated then Bank would take suitable action as deemed fit and selected bidder would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if Bank notices any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected bidder.

7.18.2 Monitoring and Management

1. The Bidder shall ensure 24x7 monitoring of the business application to detect and resolve performance issues proactively.
2. Monitoring and Management of "SMS & related services middleware solution" including infrastructure, shall be deployed by the Bidder.
3. Regular health checks shall be performed to identify potential risks and mitigate failures before they impact operations and submit reports on monthly basis.
4. Bidder should provide the dashboard for Real-time monitoring of SMS, WhatsApp, RCS etc and facility to go up to the level of message and getting the message status and its reason of failure, if any. The dashboard should also have the capability to generate reports like count of SMS, WhatsApp etc. for a period, for a customer on-boarded etc.
5. Development, Support, Monitoring & Management of the middleware solution Project must be performed from Bank data Centre only. No VPN/remote access will be allowed.
6. **Patch Management** - The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately as per Bank Policy.
7. The Bidder shall provide preventive maintenance, including the application patches, updates, and routine system optimizations
8. **Service Level Management, Service reporting-** The successful bidder must maintain the service levels as per the RFP and provide a periodic report to the Bank assessing performance under the scope of RFP against the Service Levels.
9. Successful bidder shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the softwares meeting all the specifications of the RFP at no extra cost to the Bank.
10. **End of Sales / End of support:** The bidder is expected to submit the **bid for latest version of software/solution**. The Bidder has to ensure that any solution and related components supplied as part of this RFP should not have reached end of support for at least 3 years from the date of issue of purchase order.
11. The Solution including Application & Softwares shall have a roadmap for 3 years from the Project Sign Off date. A certificate to this effect has to be provided by the bidder in format given in **Annexure 24**. Continuing the services / maintenance beyond 3 years would be as per the Service Continuity clause in this RFP.
12. The bidder shall provide Mission Critical Support (MCS) for middleware and other softwares. The mission critical support includes 24x7x365 support with site engineers for Application and softwares.
13. **Accounting and Reconciliation**

- Recording and Storage of all transactions pertaining to the middleware and associated services, as described in the BANK, RBI and TRAI.
- MIS reports for all switching and associated activities on a routine basis, and as requested by the Bank.
- Ability to interface with the Bank's Reconciliation System to provide the reports required by the Bank, in the format as prescribed by the Bank

14. Information protection

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

15. Compliance and assurance

- Assisting the Bank in attaining and ensuring on-going compliance to various regulatory and data security/ privacy requirements
- Addressing relevant threats/ risks identified in a proactive manner and through audit observations
- Providing analysis and MIS for middleware solution and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.
- For all existing applications, Bidder shall submit Data Dictionary (wherever feasible) as a part of System documentations.
- submitting within 10 days from signing of Agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code
- Compliance to Bank IS policy and other related policy, adherence to Bank Minimum Baseline security requirement, adherence to Quarterly VAPT requirement
- Bidder should ensure that audit observations by Bank's Internal and External Auditors are closed in a time bound manner.
- Bidder will implement/adhere all guidelines/instructions of Government/ NCIIPC/ RBI/ TRAI/DoT etc without any extra cost to the Bank.
- Closing audit observations for compliance to various secure code review audit, App-sec audit, configuration audit, VA audit or any other Audit requirement raised by TRAI, RBI within the timeline given.
- Various Regulatory requirement such as, Encryption etc.

7.18.3 Performance Management

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

performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.

2. The Bidder shall ensure optimal application performance by monitoring key performance indicators (KPIs) such as response time, transaction throughput, and system availability.
3. Regular performance tuning and load testing shall be conducted to meet the bank's operational requirements.
4. Bidder will do the necessary archival of the Middleware-Gateway solution in order to maintain the performance of the application.

7.18.4 Change Management and Configuration Management

1. The bidder will customize the solution as per the requirement of the Bank during the entire contract period
2. Bidder shall implement any future regulatory/ statutory requirement and any new additional functionality without any additional cost to the Bank. The timeline for any change will be estimated on basis of functional point analysis (FPA) submitted by bidder. In case any additional resource is required to complete the development and deployment in given timeline, bidder is to provide the same without any cost to the Bank.
3. **Change Management.** The successful bidder must ensure that all supplied & installed infrastructure & solutions related changes are properly updated and recorded with version controlling and to have consistent setup all the sites (DC& DR).
4. The Bidder shall support all application changes, including updates, upgrades, and enhancements, ensuring minimal disruption to business operations.
5. As Part of change management Service provider should:
 - i. Accept and enter authorized change requests into an information for the purpose of tracking changes to the environment, and
 - a. For every change affecting the production environment service provider should
 - o Assess the necessity and impact of the proposed change on performance, connectivity and overall operation.
 - o Work with the Bank to resolve any acceptance test issues.
 - o Schedule/ Manage testing and implementation of the change including communication to and coordination with other affected functions in accordance with the change management procedures to be agreed with the bank.
 - o verify the successful implementation of the change.
6. **Configuration management.** The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with the latest configuration and both the sites (DC, DR) have consistent configuration.
7. Configuration management practices shall be followed to maintain accurate and up-to-date application configurations.
8. Hardening of OS (Operating System), database & middleware, patch management and other configuration activities related to BIOS, OS, database, middleware and other in scope software will be performed the bidder.

7.18.5 Incident Management

1. The Bidder shall ensure timely response and resolution of application issues as per the severity levels defined in the SLA.
2. The bidder shall establish robust Incident Management process including:
 - Provide 24 x 7 support for incident management for all Components of the solution including middleware.
 - Provide automated fault detection and resolution
 - Ensure system to do automatic dispatching to avoid delays and Automated messages to Field / Support Engineers
 - Ensure system to provide for automatic escalation in case of problem not

getting resolved

- Do proactive maintenance of all devices
- Analyse machine performance and suggest improvement

3. Incident Classification

Severity	Definition	Examples	Resolution Time (SLA)
Critical (P1)	Complete service outage impacting business	OTP/SMS failure, Delay in OTP/SMS delivery, SMS middleware service down, DLT blocking any message	≤ 1 hour
High (P2)	Partial outage or major degradation	Delay in DLR/Any telecom-operator issue	≤ 4 hours
Medium (P3)	Limited impact	Delays in non-critical alerts	≤ 8 hours
Low (P4)	Minor issues / queries	Template correction, report mismatch	≤ 24 hours

4. Incident Communication and Escalation Matrix

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

5. RCA (Root Cause Analysis) Requirements

- Root cause analysis (RCA) shall be conducted for recurring issues, with detailed reports submitted to the bank.
- RCA to be submitted within:
 - 48 hours for P1
 - 72 hours for P2
- RCA must include
 - Timeline of the event
 - Exact point of failure
 - Corrective and Preventive actions
 - Responsibility ownership

6. Escalation Matrix

An escalation matrix shall be established to address unresolved or critical incidents effectively. The following table outlines the Escalation Points of Contact for the successful bidder and the Bank at each level:

Escalation Level	Escalation Point	Time to Acknowledge	Resolution Time
Level 1 (Initial Support)	Successful Bidder's Front-Line Support / Bank IT Operations Team	Within 1 hour	Within 4 hours

Level 2 (Technical Support)	Successful Bidder's Technical Support Team / Bank's IT Team	Within 2 hours	Within 12 hours
Level 3 (Senior Management)	Successful Bidder's Senior Solution Architect / Bank's IT or Security Head	Within 4 hours	Within 24 hours
Level 4 (Top Management)	Successful Bidder's Top Management	Within 8 hours	Within 48 hours

7.18.6 User Support Services

- Service desk
 - Providing technical assistance for logging, troubleshooting and managing the service requests for the middleware application
 - Monitoring, alerting, troubleshooting and resolution of incidents/ problems for the middleware solution
- The bidder should have 24X7 service support centre to get any support for the solutions provided by the bidder.
- The Bidder shall provide helpdesk support through defined channels, including email, phone, and ticketing systems, for end-user queries and issues.
- Support services shall include application troubleshooting, query resolution, and assistance in operational tasks.
- Regular feedback mechanisms shall be implemented to improve service quality.
- Ticket & Time stamp-based support & issue resolution service will be provided by the Bidder
- Update ticket status in helpdesk tool or in such a manner that same will readily available as & when required with logging.
- Bidders shall log ticket on helpdesk for solution related issues through any of the following mode: Telephonic, Email, Ticketing Tool etc.
- Interface with and coordinate problem identification and resolution with the appropriate support organizations within or external to the Bank; Co-ordinate with OEM for ticketing, Co-ordination with Hardware vendor for any issue resolution, escalation and resolution of issues and restoration of associated software.
- Resources will co-ordinate with Bank's IT Team or teams identified by the Bank. Preliminary trouble shooting of any issue related to the middleware service/ platform as reported by Bank staff, customer or other vendors.
- Resources will coordinate with different vendors providing SMS related services like SMS Push/Pull, E-mail, Web and App push notifications, WhatsApp notifications, RCS voice alerts and campaign Services etc. to the Bank and other regulatory entities.

7.18.7 Reporting and Documentation

- The Successful Bidder shall provide periodic reports on application performance, incident resolution, and SLA adherence.
- Detailed documentation of all maintenance, updates, and changes performed on the application shall be maintained and shared with the bank.
- The Onsite resources shall also prepare and maintain the detailed process documentation, Standard operating procedure and other documentation as required for implementation, maintenance and management of the solution and same shall be submitted before signoff and within 30 days of GO-LIVE of solution & be properly updated during the contract period.
- Resources will work as per Standard Operating Processes defined by the Bank, create and maintain SOPs as per project requirement.

5. Maintain log of all down calls for MIS purpose and provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
6. Provide a periodic report to the Bank assessing all devices and applications performance under the scope of RFP against the Service Levels.
7. Provide a periodic report to the Bank assessing all Functionalities performance under the scope of RFP against the Service Levels in Accordance with RBI, TRAI and DoT guideline.

7.19 Disaster Recovery Mechanism

Business Continuity/ Disaster Recovery: Implementing and maintaining BCP and the DR readiness (including data replication), for the middleware and associated services in order to meet the Bank's RTO and RPO Objective. Replication of data between the primary and the DR site from the disaster recovery perspective. The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Proper Backup policy should be considered in implementation plan.

7.19.1 Business Continuity Plan (BCP)

The Successful Bidder shall have a documented Business Continuity Plan in place, which outlines the strategies for maintaining service availability in the event of an unexpected incident. The BCP should include, but is not limited to:

- i. Detailed procedures for mitigating and recovering from various business disruptions.
- ii. Identification of key personnel, roles, and responsibilities in a crisis.
- iii. Communication plans to inform both the Bidder and Customer of significant disruptions and progress towards recovery.

7.19.2 Disaster Recovery Plan (DRP)

The Successful Bidder shall maintain a Disaster Recovery Plan to restore critical services and infrastructure in the event of a disaster, including:

- i. The proposed system must be capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO) and Recovery Time Objective (RTO) as per Bank's policy. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.
- ii. Specific recovery objectives, such as Recovery Time Objective (RTO) and Recovery Point Objective (RPO), to be met for each service.
- iii. Procedures for data backup, storage, and retrieval.
- iv. Clear steps to restore services to full functionality, including resource allocation and escalation procedures.

7.20 Detailed Solution requirements

1. The architecture of the middleware solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the Bank system.
2. Seamlessly migrate all the existing Data. The approximate size of the existing data is 12 TB.
3. Integrate middleware with our systems such as CBS (B@ncs24), Enterprise Service Bus /Payment Hub / Middleware –IIB/CP4I, SDR (Bank's Data Warehouse), FI Server, Card Management System (CMS), Mobile Banking, ATM switch, Internet Payment Gateway, Net Banking, Aadhaar Pay, Aadhaar Data Vault, etc.
4. Integrate middleware application with Banks Analytics solution, PIM solution, SIEM Solution, Fraud Management solution -EFRMS Solution or any other security solution as required by the BANK, etc.

5. Bidder shall provide a Web-Portal for fetching the mobile no wise details for RBI/Cyber Security queries in the proposed solution.
6. Solution should integrate with different interfaces using standard message protocols like ISO 8583/ISO 20022, Web services, BizTalk, MQ server, XML based protocols, APIs etc.
7. The bidder should have sound knowledge of SMS/Whatsapp etc. transaction flow, ISO 8583/ISO 20022 and financial messaging structure and have the capability to implement the solution as per RBI/TRAI/DoT etc standards.
8. Middleware solution should provide a drill-down Dashboard with current status of the system in display as below
 - i. Number of transactions processed from start to current
 - ii. Transactions per second (TPS)
 - iii. Real time transaction decline(failure) status including Technical Declines
 - iv. Number of successful transactions
 - v. Number of status unknown transactions
 - vi. Number of failed transactions with response code
 - vii. Total running time in hours, minutes and seconds
 - viii. Status of original and Verification requests for a given transaction
9. Additional features of the middleware solution
 - i. Enable / Disable on screen log
 - ii. Enable / Disable file log
 - iii. Enable / Disable database log
 - iv. Reset on screen log
 - v. Quick screen log — should show all transaction messages on screen, should have at least 100 transaction records on screen with limited data with no compromise to security. Option to clear the on-screen log should be available to wipe the data as and when required.
 - vi. File Log — All transactions have to be logged in to a flat file with a proper delimiter and in encrypted format.
 - vii. Database log — All transactions have to be logged in to database with all required data.
 - viii. Alert and Notification
 - a. Notification for System Exceptions - Connectivity Down, Services Down, Application/Service down etc.
 - b. Configurable Notification for Business Violation and transaction failure
 - c. PUSH notification to customers for scheduled Downtime or as required by Bank
10. The log setting should be changed through the configuration manager using a front-end. All logs should always be available; no transaction should be performed without log. All logs' data should be encrypted and stored. Only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log.
11. All administrative activities should be properly logged with proper audit trail.
12. The audit logs should be capable of being used for forensic Evidence
13. Facility should set channel wise as well as transaction wise commission to be charged
14. Facility should create different user groups with different set of rights/permissions.
15. The portal should support to work on maker and checker concept for any addition, deletion, modification request made by the authorized users
16. Prepare a project plan and a resource deployment plan for implementing middleware solution in the Bank
17. Provide periodic updates on progress, risks, issues, and mitigation throughout the

implementation phase

7.21 Management Information System:

- The solution should provide the complete reports/Dashboard/Customised Analytical Reports pertaining to middleware solution. This should include the risk management reports, various analysis reports in figures as well as graphical representation. All data should be real time, and data till current time should be available.
- The MIS should provide following basic reports.
 - Message (SMS,whatsapp,RCS etc) summary
 - Message (SMS,whatsapp,RCS etc) detail
 - Channel wise Message details (Payment Gateway, Net-Banking, Mobile, Branches, ATM, UPI and Other mode of payments etc.)
 - Report pertaining to inward message (SMS,whatsapp,RCS etc).
 - Report pertaining to outward message (SMS,whatsapp,RCS etc).
 - API wise report.
 - Dashboard for Daily reconciliation
- Separate daily Dashboard report for performance monitoring.
- All these reports should work with for any date range given, the above are some of the basic reports, and the bidder should suggest and provide various other monitoring reports.

7.22 User Acceptance Testing

- The bidder should assign a dedicated team for UAT .
- UAT has to be done at Bank premises
- Customization of the application software, if required has to be done by the bidder at no additional cost to the Bank (during implementation phase or regulatory customizations) based on the UAT observations and RBI/TRAI/DoT etc. guidelines.
- Bidder should share the project plan and accordingly the team should work to complete the UAT on time. The project plan should include all important milestones and approaches to achieve the desired goals, e.g. Dry runs, Parallel runs, Roll-back plans, contingency plans etc. Illustrative Project stages are summarized as below.

Stage	Deliverables
Project Preparation	- Project Kick-Off - Project Charter and Project Plan - Resource Deployment Plan
Business Design	- As-is report & Identification of major / minor design consideration - To-Be report and Gap Assessment report - Workshop for business blueprint, gaps and way forward
Configuration & Customization	Configuration document consisting of system setting and parameters customization-design, development and technical documents
Integration	Integration with Bank's existing solution(s)/interfaces etc.
UAT signoff in test environment	- Demonstration of all the functionalities/ requirements as depicted in the scope of work along with all required customizations including interface with Bank's existing Infrastructure - Any necessary additional stress testing to be arranged

	by bidder Resolving of UAT issues and signoff
Technical Documentation	- The document which needs to be delivered by the Successful bidder to the Bank for every software/module including any third-party software before software/service become operational includes user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures and results etc. - Necessary periodic updation/review (at least once in a quarter) of all the documents above must be carried out by the Successful bidder and submitted to the Bank. - Go-Live Payment will be linked to acceptance of Documents by the BANK
Training	- Training should be given by OEM/Bidder - Core team training plan (functional & technical) - Training manuals for core team training (functional & technical) - End-user training manuals
Go Live	Go-live for all functionalities/ requirements as stated in the scope of work for the bidder

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

7.23 Source Code

- The application software should **mitigate Application Security Risks**, at a minimum; those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.
- The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.

3. In case the Bidder is coming with software, which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

7.24 Mandatory Training/ Knowledge Transfer

1. The successful bidder shall provide training sessions and user manuals/FSD (Functional Specification Document) to the bank's personnel to enhance their understanding of the application.
2. Knowledge-sharing sessions shall be conducted periodically to ensure smooth operations and enable effective troubleshooting.
3. The successful bidder will provide adequate and effective administration training to Bank's identified officials on the proposed middleware solution and other software for its maintenance and management, housekeeping at no extra cost to the Bank. Bidder should provide **minimum 2 sets of 5-day Training/Knowledge Transfer to Bank and Bank's associated vendor**. Before start of training the Course Contents to be provided in Soft/ Hard copy.
4. The bidder shall keep the Bank's technology team updated at all the stages of the installation and implementation of the middleware solution and for other related services. **The SI shall provide training to Bank's Technology team on system fundamentals, operating systems, application software, database, etc.** Bidder shall also train no fault diagnosis and first line support. The training shall enable the Bank's software staff to maintain all software related to the middleware solution and for other related services with minimal support from the SI. Bidder shall provide complete training plan for middleware which should be mainly divided in two phases i.e. **pre-implementation training and post implementation training**.
5. Bidder shall provide training to various target groups consisting of **SMS team, sysadmin team, operations team etc.** training infrastructure shall be provided by the Bank including location. The functional and technical training for core team shall be for duration on part/full time basis and commence within a week from the **"Go Live Date"**. The duration of the training has to be agreed with the Bank. Bidder shall also provide training study material for each program in softy copy Training shall cover following operational aspects:
 - i. Basics of installing the products
 - ii. Basics of technical infrastructure used by the products
 - iii. Module-wise functionality and configuration
 - iv. User interface to products
 - v. Business related components/ functionality of product
 - vi. Detailed mentor/procedure of configuring product for business needs
 - vii. Day-to-day operating/processing using products
 - viii. Monitoring of devices, transactions, process, ports etc.
 - ix. Advanced trouble shooting techniques
 - x. Reporting and data retrieval
 - xi. Any other relevant areas

7.25 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training.

During the AMC period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

7.26 End-of-Life (EOL) and Decommissioning Services

- i. **EOL Management:** The Bidder will manage the end-of-life (EOL) of hardware and software components, ensuring that any outdated or unsupported solutions are properly decommissioned and replaced in a timely manner.
- ii. **Data Destruction:** Ensure that data on decommissioned equipment is securely wiped or destroyed, in compliance with Bank policies and regulatory requirements.

8. Roles and Responsibilities

8.1 Bank's Responsibilities

- i. Providing clear project requirements, guidelines, and any necessary documentation.
- ii. Assigning a project owner or manager to oversee the project's progress.
- iii. Ensuring timely communication and feedback during the project lifecycle.
- iv. Reviewing and approving deliverables as per the agreed timeline.

8.2 Bidder's Responsibilities

- i. Delivering the required IT hardware, software licenses, and services as per the agreed scope.
- ii. Adhering to all timelines, quality standards, and service levels defined in the project.
- iii. Providing regular progress updates and reporting any potential issues or delays.
- iv. Ensuring compliance with applicable laws, standards, and regulatory requirements related to the delivery.

Both parties will ensure active cooperation and communication throughout the project, and any changes to roles or responsibilities will be documented and agreed upon in the project-specific agreement.

9. Terms and Conditions

Central Bank of India invites bidder's attention to the terms and conditions which underline RFP/ Corrigenda/ SLA/ Various communications, and which provide a statement of understanding between the interested parties.

10. Deliverables and Project Timelines

The successful bidder shall comply with the timelines stipulated by the regulatory agencies, without any additional cost to the bank. The offered solution shall be subject to the bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal or external. The successful bidder must provide a solution and implement corrective actions for all audit points raised by the bank's internal or external team during the contract period, within the stipulated timelines, without any extra cost.

Wherever the bank's protected systems are included under the project scope, the successful bidder must maintain and protect such systems according to government standards and best practices, in line with Section 70 of the IT Act. The successful bidder must meet or exceed the performance standards set by government or regulatory bodies. In the event of any deviation from the agreed-upon standards, the successful bidder commits to taking immediate corrective action to restore compliance.

Project deliverables are summarized as below.

Sr. No.	Description of Deliverable	Responsible Party	Acceptance Criteria
1	Business Application Requirements Gathering	Service Provider / Bank	Completed requirements document approved by the Bank
2	System Design & Architecture	Service Provider	Design document and architecture approved by the Bank
3	Development and Customization of Business Application	Service Provider	Application developed as per specifications and tested successfully by the Bank
4	User Acceptance Testing (UAT)	Service Provider / Bank	UAT report with Bank's feedback and sign-off
5	Deployment and Go-Live of Business Application	Service Provider	Application deployed and successfully running in the production environment
6	Post-Go-Live Support and Maintenance for Business Application	Service Provider	Support and maintenance plan agreed, issues resolved within defined SLA response times
7	Facility Management Services – Initial Setup	Service Provider	All required facilities (e.g., hardware, network) setup and operational requirements
8	Routine Maintenance and Monitoring of IT Infrastructure	Service Provider	Regular monitoring reports and maintenance logs submitted to Bank
9	Incident Management and Support	Service Provider / Bank	Incident logs, resolution reports, and customer satisfaction metrics
10	Quarterly Review and Reporting	Service Provider / Bank	Quarterly performance report and SLA compliance review
11	Annual System Health Check and Optimization	Service Provider	Health check report with recommendations for improvements
12	Performance and Availability Monitoring for Business Application	Service Provider	Performance metrics and uptime reports for Business Application
13	Disaster Recovery and Backup Services (Facility Management)	Service Provider	Successful backup tests and disaster recovery plan validation

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

S. No.	Activity	Time Period for Completion	Time period from Project PO
1	Project Kick off Meeting and Onboarding of Successful bidder	1 weeks	1 weeks
2	- Business requirement gathering and Requirement Analysis and Submission of SRS - System Design and Architecture	2 weeks	3 weeks

3	- Hardware Delivery at DC and DR site - Software Licensing and Delivery	12 Weeks	13 weeks
4	- Installation and Configuration of Development Environment - Development/Customization of Business Application	2 weeks	15 weeks
5	- Unit Testing and Review	2 weeks	17 weeks
6	System Integration Testing -Middleware solution and all components, Migration of existing SMS Data to middleware	2 weeks	19 weeks
7	Installation and Configuration DR, MIS Environment	2 Weeks	21 weeks
8	Installation and Configuration Production (DC)	2 Weeks	23 weeks
9	Project Signoff and Go-Live	1 weeks	24 weeks
10	Post-Go-Live Support and Maintenance	Ongoing	
11	Routine Facility Management Services	Ongoing (Quarterly)	
12	Performance Review and Optimization	End of Month 3	
13	Quarterly Review and Reporting	Ongoing (Quarterly)	
14	Disaster Recovery and Backup Validation	Ongoing (Quarterly)	
15	Annual System Health Check	Annually	

Explanation of Key Timelines

- Project Kick-Off and Planning:** Initial meeting and alignment of project scope, deliverables, and timelines.
- Requirements Gathering and Analysis:** Involves gathering all business and technical requirements from the Bank.
- System Design and Architecture:** Creation of detailed architecture and design for the solution.
- Delivery of Hardware:** Delivery of hardware as per project specifications.
- Software Licensing and Delivery:** Delivery of required software licenses and validation.
- Development/Customization of Business Application:** The actual development and customization of the Business Application according to specifications.
- Facility Management Services:** Deployment of resource after hardware delivery.

- h. **User Acceptance Testing (UAT):** Testing phase where the Bank will evaluate the application's functionality, followed by bug fixes and revisions.
- i. **Project signoff:** Project signoff will be issued by bank after successful acceptance testing.
- j. **System Deployment and Go-Live:** Final deployment and system go-live in the production environment.
- k. **Post-Go-Live Support and Maintenance:** Ongoing support, monitoring, and maintenance to ensure smooth operations.
- l. **Routine Facility Management Services:** Ongoing services like system monitoring, troubleshooting, and performance checks.
- m. **Performance Review and Optimization:** After the initial 3 months, a performance review to ensure system efficiency and improvements.
- n. **Quarterly Review and Reporting:** Regular checks to ensure the solution meets performance standards and SLA requirements.
- o. **Disaster Recovery and Backup Validation:** Testing and validation of disaster recovery processes to ensure data integrity and business continuity.
- p. **Annual System Health Check:** A yearly check to optimize system performance and ensure everything is functioning as intended.

Acceptance Test shall be carried out on the Services/Applications/Software's jointly by the representatives of the Bank and the bidder, after the installation is completed. The Acceptance Test shall be deemed to be complete only on issuance of the 'Acceptance Certificate' by the Bank to the bidder. It is the responsibility of the bidder to remediate any deficiency identified in the SMS, whatsapp, RCS etc. Services & Middleware application, as observed during the Acceptance Test. This includes replacement of some or all equipment at no additional cost to the Bank, to ensure that the servers/ equipment/ software/services meet the requirements of the Bank as envisaged in the RFP.

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

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

The project time span of 3 years will start from go-live date i.e. project support time of 3 years will not include the implementation duration. Further, after completion of contract, it can be extended for another 2 years on same terms and conditions on satisfactory performance.

11. Liquidated damages & Penalty

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

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

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

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

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

12. Land Border Sharing Clause

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

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

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

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

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

Explanation

- a. "Controlling ownership interests" means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.

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

13. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/ Information Security Audits/ Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of:

- Access and authorization procedures,
- Source code Review,
- Backup and recovery procedures,
- Network security controls and
- Program change controls.

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

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

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

14. Bid Submission

- Bidders satisfying the eligibility conditions (mentioned in Section 2. Eligibility Criteria) and General terms and conditions specified in this document, may submit their bid through **Government e-Marketplace (GeM)** on or before the timeline stipulated in Invitation for Tender Offers.
- All responses received after the due date/time be considered late and would be liable to be rejected. Government e Marketplace (GeM) portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Bidder who lodges a late RFP response for any reason whatsoever.

- Bank will not accept the bid through any other mode except GeM.
- **Bid Security / Earnest Money Deposit:** “Earnest Money Deposit” shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no **GEM/2026/B/7372847** in favour of “Central Bank of India” or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai/Navi Mumbai.
- The scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of “final online bid submission The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (**Annexure 12: Bid Security (Earnest Money Deposit)**). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

Tender Schedule (Key Dates):

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

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

15. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure- 9** duly stamped for **₹500**. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

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

- Sri Anant Kumar [mail: anant_in@yahoo.com]
- Sri Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]
- For any clarifications/issues, bidders are requested to contact with Bank’s personnel in the below mentioned mail-id before contacting with IEM.
smitsms@centralbank.bank.in
cmitadc@centralbank.bank.in
- IEM’s task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

16. Commercial Offers

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

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

- a. The commercial offer should be in compliance with technical specifications as per **Annexure-13**.
- b. The price to be quoted for all individual items and it should be unit price in Indian rupees (INR).
- c. 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 for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. **The Bank will not pay any other taxes, cost or charges.** The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but inclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning.
- d. The Manpower/ Resource payment should be in accordance with minimum wages act and its subsequent amendments.
- e. In the event of any demand/ fines/ penalty made by any of the authorities on Bank in respect of the conduct/ actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

17. Evaluation & Acceptance

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

18. Evaluation Process

The competitive bids shall be evaluated in two phases:

- Stage 1 – Eligibility Criteria and Technical evaluation
- Stage 2 – Commercial Bid (with Reverse Auction)

18.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 – Eligibility Criteria to this document. The Bidders who meet all these criteria would qualify for the second stage of evaluation and Bidder who is unable to meet the eligibility criteria, would not be taken for the next stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

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

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

18.2 Technical Evaluation Criteria

Technical Proposal will be evaluated for technical suitability. Bidder shall submit technical proposal covering end to end solution architecture for SMS delivery, hardware sizing, telecom partner details, and stand by and backup arrangements, methodology and other technical details. Bidders need to submit the undertaking for compliance of technical requirements with Scope of Work. The criteria for evaluation of technical bids are as under:

#	Criteria	Evaluation Parameters	Maximum Marks
1	Presentation on the proposed solution by the Bidder Presentations should cover the following aspects: i) Overall approach of the project execution and implementation methodology ii) Integration and architecture. Including hardware sizing and the Software requirement (including OS, Application/ Web / Database Server, Browsers, etc.) for their solution iii) Planning for completion of project Within the timeline. iv) Project management, team strength and training details	Robust Architecture and Scalability capabilities of the proposed solution as per the Scope of the Work	10

2	Experience as RTM/Telecom-operator /middle solution (minimum 3 years' experience) (Documentary Proof - Purchase order / agreement copy / customer credentials)	>8 years- 15 Marks >5 to 8 years – 12Marks 3 to 5 years- 10Marks	15
3	Tie up with international telecom service providers/Aggregators. (Documentary Proof - Letter from Telecom Service Provider/ agreement copy)	>5 year-10 Marks 2 to 5 years -5 Marks	10
4	Tie up with domestic telecom service providers. (Documentary Proof - Letter from Telecom Service Provider / agreement copy)	>5 year-10Marks 2 to 5 years -5Marks	10
5	Data Center certification of the Bidder	Tier IV-10 Marks Tier III -7 Marks Tier II-6 Marks Tier I -5 Marks	10
6	DLT (Need to submit registration certificate)	Registered with DLT as Registered telemarketer/Telecom-operator	5
7	Client base (PSU/BFSI/NBFC) (Documentary Proof - Purchase order / agreement copy / customer credentials)	>=4 clients-10 Marks 3 clients – 9 Marks 2 clients – 8 Marks	10
8	Experience in handling per day SMS volume as a single entity/ service provider. (Need to submit certificate received from client)	>=10 crore – 20 Marks >7 crore – 19 Marks > 5 crore- 18 Marks > 2 crore- 17 Marks	20
9	Demonstration of Middleware	Demonstration of middleware function as per scope (details in Annexure 13)	10
	TOTAL MARKS		100

- The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for the commercial opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.
- Further the Bank's officials would visit reference sites provided by the bidder if deemed necessary.
- In case there is only one bidder having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder.
- In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores.
- However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above,

- a. if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative
or
- b. the proposed solution does not meet the Bank's technical requirement.
- vi. During evaluation of the Tender, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.
- vii. After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process as per GeM terms and conditions.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and Bank will not entertain any correspondence in this regard.

18.3 Commercial Bid Evaluation

1. For finalization of the most competitive offer, the Bank will conduct 'Reverse auction' as per terms and conditions of GeM portal.
2. The technically qualified bidders will participate in the Reverse auction process that will be conducted by GeM portal. **Specific rules for this event viz. date and time, start price, bid decrement value, duration of event etc. shall be available in the GeM portal.** The bidders should furnish indicative prices for the project in their Indicative Commercial Bid as per format mentioned under this RFP to facilitate finalizing the start bid for 'Reverse auction'.
3. The Bidder will be selected as L1 on the basis of **net total of the price evaluation as quoted in the Reverse Auction.**
4. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The successful bidder will be decided only later, on finalization of prices through Reverse auction.
5. The successful Bidder at the end of the Reverse Auction process shall be required to submit the break-up of his Final price (last bid price) as per the RFP format within 3 working days of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
6. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result **in forfeit of the EMD to Bank**, which please be noted.
7. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

18.3.1 Commercial Terms

1. The commercial offer must not contradict the technical offer in any manner and here should be **no hidden costs for items quoted.**
2. The bidders should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.
3. The bidder is requested to quote in Indian Rupee (INR) only. Bids in currencies other than INR would not be considered. The Indicative Commercial Bid should be submitted online at the GeM portal.
4. The Successful bidder should submit price break up as per the RFP format and must be firm for an acceptance period of 180 days after Reverse Auction.

5. 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 for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but inclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning.
6. **Bank will not pay any other taxes except GST.**
7. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
8. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
9. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
10. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

18.3.2 Price Comparisons

1. The successful bidder will be determined based on Evaluation Criteria as mentioned above.
2. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

- Prices quoted by the Bidder should **be inclusive** of all taxes, duties, levies, etc. GST to be given in separate column as per **Annexure-2**. There will be **no price escalation** for during the contract period.
- 3. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Note:

- i) Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
- ii) The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but inclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
- iii) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- iv) 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.
- v) 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.
- vi) If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
- vii) In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- viii) Bank may, at its sole discretion, decide to seek more information from the respondents.
- ix) All liability related to non-compliance of the minimum wages requirement and any other law will be responsibility of the bidder.
- x) The highest technical score bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
- xi) The Bank shall not incur any liability to the affected bidder on account of such rejection.
- xii) 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
- xiii) 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.**

19. General Terms

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

2. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be release by Central Office (CO), as per the payment terms on submission of delivery Challans and installation report. No Advance payment will be made.
3. The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank.
4. Any deviation from the proposed payment terms would not be accepted.
5. **Fixed Price:** The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order.
6. **Taxes:**

The Bank will not pay any other taxes, cost or charges except for GST. 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. **Goods and Services Taxes (GST) and its Compliance:** Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder

7. **TDS (Tax Deducted on Source)**
 - i) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
 - ii) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
 - iii) If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
 - iv) Bank **shall deduct tax at source, if any**, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

20. Payment Terms

Payment terms are as under:

Payment Item	Particulars	Payment to be made
Transactional SMS-Domestic, Transactional SMS-International, OTP SMS-Domestic, OTP SMS-International, Whatsapp Push (Marketing), Whatsapp Push Notification (Utility & Service), Email Notification	Will be paid in arrears (As per actual uses)	Monthly

cost, Voice Message/Alert -Domestic, Voice Message/Alert - International, Web/App Notification, RCS etc..		
Cost of Server Rental for Missed call service, Short Code, Virtual Mobile number (VMN), Long Code etc.	Will be paid in arrears (As per actual uses)	Yearly
One Time cost for Missed call service, Short Code, Virtual Mobile number (VMN), Long Code etc.	Will be paid post completion of activity	100%
Usage of factored Man-days (for customization post implementation)	Will be paid post completion of activity based on actual usage.	100%

- All the Payment shall be made in INR only.
- The Bidder must submit a PBG of 5 % of the total project cost as mentioned in clause 4 of RFP.
- The bidder shall submit a monthly statement, detailing telecom-operator-wise SMS traffic including the Telecom-operator Name, Date, Total SMS Submitted, Total SMS Failed, and Total SMS Successfully Delivered. This statement shall form the basis for billing validation and clearance.
- Successful bidder should produce operator validated data every month along with the invoice in below format.

SMS Header	Total Number of SMS	Operators				
		Airtel	VIL	Jio	BSNL	Other

- Bidder should also share the Operator's SPOC details (name, designation, contact no., e-mail ID). Bank may validate and verify the report with operator as and when needed.
- The Bank will accept and pay for undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder. After the dispute is resolved, Bank shall make payment within 30 days from the date, the dispute stands resolved.
- **Bank shall make the payment based on actuals after deduction of penalty if any.**
- **The Bank will pay the GST on actuals.**
- All invoices should be supported by the relevant documentation required for the respective activity.
- The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- Invoice shall be addressed to Chief Manager –IT DLC, DIT CBD- Belapur, and payment will be made after deducting the applicable LD/Penalty, TDS if any.
- Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the

Bank suo moto.

- Other Payment Terms:
 - a. Payments will be released via **NEFT/RTGS/account credit**, after deducting applicable **Liquidated Damages (LD)/penalties, Tax Deducted at Source (TDS)**, if any.
 - b. The Successful Bidder is required to provide the necessary bank details, including Account Number, Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code, among other details.

21. Service Level Performance Standards

The bidder shall have to guarantee a minimum uptime of 99.99% calculated on a monthly basis. Middleware solution and all SMS related services availability will be 99.99% on 24x7x365. The SMS sent by the Bank will have to be delivered within the stipulated timelines mentioned in RFP. The penalty will be calculated as per the details given below.

21.1 Uptime

Uptime percentage	100% less Downtime Percentage
Downtime percentage	Unavailable Time divided by #Total Available Time calculated on a monthly basis
Total Available Time	24 hrs. per day for seven days a week excluding planned downtime

(# total available time is total time minus scheduled downtime during the month)

1. Bank expects uptime of 99.99% of the complete solution to be calculated on monthly basis. If the services are found not performing as expected, it can be considered as an unscheduled downtime, i.e. any abnormal failure rate/delay within a timeframe can be considered as downtime. Any degradation from the agreed uptime shall invite penalties from the bills of respective months at the discretion of the Bank, as detailed under but not limited to:

Uptime/Availability	Penalty on Monthly Basis
>=99.99%	Within SLA. No penalty
<99.99% upto 99.90%	1% of monthly bill of respective month
<99.90% upto 99.50%	2% of monthly bill of respective month
<99.50% upto 99.00%	5% of monthly bill of respective month
<99.00% upto 98.50%	8% of monthly bill of respective month
<98.50% upto 98.00%	10% of monthly bill of respective month

2. Bidder shall provide reason /justification for fall in uptime below 99.99%
3. Any scheduled downtime at Bank end will not be considered while calculating penalty.
4. **For each percentage point drop below 98%:**

Additional penalty at an incremental rate of 1% (in addition to base of 10%) of the monthly bill for each 0.1% drop in availability below 98% subject to the maximum limit of the value of monthly invoice. If uptime of services provided by bidder to bank as per the RFP for SMS delivery is less than 98% for three consecutive months, Bank may invoke Performance Guarantee or terminate the contract.

21.2 SMS delivery

1. **Details of Expected timeframe & expected delivery ratio:**

Message Type	Expected Delivery Time per SMS	Expected Delivery Ratio for a day
OTP SMSs	0 - 10 sec	= 100%
Transaction SMSs	0 - 30 sec	>= 98%
Promotional SMSs	0 - 5 min	>= 98%
Pull Services (including response handling & sending SMS)	0 - 45 sec	>= 98%
International SMSs	0 - 45 sec	>= 98%

2. **Penalty on Message Delivery (Separate Calculation)**

A = Expected Delivery Ratio % - Actual Delivery Ratio %

In case an SMS, as categorized in the above table, is delivered beyond the expected time mentioned against that type of SMS then the message will be treated under the undelivered category:

Level of DLR per day	SLA charges to be paid / levied by the Bank
$0 < A \leq 1$	5% of the total payout for the month for the specific SMS in the particular category
$1 < A \leq 2$	10% of the total payout for the month for the specific SMS in the particular category
$2 < A \leq 3$	20% of the total payout for the month for the specific SMS in the particular category
$3 < A \leq 4$	30% of the total payout for the month for the specific SMS in the particular category
$4 < A \leq 5$	40% of the total payout for the month for the specific SMS in the particular category
$A > 5$	50% of the total payout for the month for the specific SMS in the particular category

Please Note: Failures on account of Hand set related issues at the end user level will not be considered as part of SLA calculation.

If there are more than 3 consecutive incidents with $A > 5$ then **Bank has the right to cancel the contract or deduct the whole month's SMS charge**

3. **Penalty on SMS delivery support issues:** Bidder shall ensure that all SMS delivery support issues reported by user / customers should be resolved as per the defined TAT of 3 working days. Any deviation (will be considered for each instance) in the expected TAT will attract penalty for each default. Any delay beyond the timeline provided by regulator or the defined TAT of 3 Working days (Whichever is earlier) shall attract a penalty of Rs. 1000.00/- (One Thousand) per day along with total penalty imposed by Regulator if any. Bidder will provide Justification/Reason to be provided if resolved beyond TAT
4. **Penalty on Data loss due to any issue at Middleware or SMS RTM/Telecom-operator platform: (Separate Calculation)** In case of any Data loss, due to any issue at Middleware / Platform / TELCO issue, 5% of cost of monthly SMS changes will be deducted along with total penalty/loss.

Bidder, please note:

- i) The SLA Penalty will be calculated from the Go-live date.
- ii) Monthly SLA report (delivery status report, Delivery success report, ticket resolution report, Message length report, System uptime report, International Usage report etc) will be submitted by the bidder.
- iii) System Uptime report must comprise of total downtime (scheduled and unscheduled)
- iv) Bank will not pay SMS charges for those SMS which are not delivered due to reasons attributable to the Bidder e.g. submit fail, delivery of SMS in multipart, duplicate SMS etc.
- v) Bank will pay SMS charges only for those SMS whose delivery report has been received. SLA also will be calculated accordingly.
- vi) Bidder shall submit a certified copy of a monthly statement from Telecom Operator(s)/TSP, detailing telecom-operator-wise SMS traffic including the Telecom-operator Name, Date, Total SMS Submitted, Total SMS Failed, and Total SMS Successfully Delivered etc. This statement shall form the basis for billing validation and clearance. However, Bidder should also submit reports from telecom telecom-operators for verification of the reports, in case of any discrepancy observed the report provided by the telecom operator will be considered for billing.
- vii) MIS report of every month shall be submitted **within 7 working days** of subsequent month and report artefacts will be discussed in review meeting. Bidder must incorporate all observations/action points suggested by Bank in the review meeting without any additional cost to the Bank.

21.3 Penalty for Customization delay

All customisations shall be undertaken only upon written approval of the Bank and shall be delivered strictly as per:

- Approved functional & technical specifications
- Regulatory requirements
- Timelines mutually agreed in writing

The Bidder is expected to complete the new changes / functionalities / responsibilities that have been assigned as per the agreed Change order timelines, for new deliverables. Delay in delivery will attract the penalties as given below:

Penalty for Delay in Delivery of Customisation (Excluding Regulatory Customization)

Delay Period	Penalty
Delay up to 7 days	₹ 1000 per day
Delay beyond 7 days and up to 30 days	₹ 2000 per day
Delay beyond 30 days	10% of customisation value per week
Delay exceeding 60 days	Bank may cancel the customisation without payment and impose penalty

Any penalty imposed by Regulatory Authority due to delay in "customization related to regulatory compliance" will be passes on to the bidder.

21.4 Penalty for False Reports

Bank expects the delivery reports with 100% accuracy. The Bidder has to provide the delivery reports from its telecom operators only. In case it is found that the SMS is not delivered to the customer and the bidder has provided a delivery report as delivered, it will be considered as false delivery report and leads to a penalty of Rs. **2,000/-** (plus GST) per

record. In case the number of false delivery reports exceeds 100 records in a month, an additional penalty of 10% (plus GST) of the invoice amount will be charged.

21.5 Penalty from Regulatory Authority:

Any penalty that bank has to pay on account of ombudsman or TRAI cases for non-delivery of SMS and related services offered by the bidder or delay in delivery of logs or non-delivery of logs, the full penalty amount and any other expenditure to Bank, if any, in this regard will be recovered from bidder. The penalty shall be deducted from any money due or becoming due to the bidder under this contract

21.6 Penalty for Statutory, Regulatory & Policy Non-Compliance

The Bidder shall comply with all applicable statutes, rules, regulations, circulars, advisories and guidelines issued by:

- Reserve Bank of India (RBI)
- Government of India
- CERT-In / TRAI / MeitY (as applicable)
- Any other statutory or regulatory authority and with the Bank's internal policies, including but not limited to Information Security, Cyber Security, Data Privacy, Business Continuity, Disaster Recovery and Vendor Risk Management policies, as amended from time to time.

Any deviation or non-compliance shall be treated as material breach of contract. The Bank reserves the right to modify compliance requirements in line with regulatory instructions, and the Bidder shall comply with such changes **without additional cost**.

Compliance Penalty & Recovery:

Sl. No.	Nature of Non-Compliance	Penalty
1	Non-compliance with RBI / statutory guidelines	₹ 2000 per instance or actual penalty/loss, whichever is higher
2	Non-adherence to Bank's IS / Cyber Security / Data Security policies	₹ 2000 per incident or actual penalty/loss, whichever is higher
3	Failure to close audit observations (RBI / CAG / Concurrent / IS Audit) within stipulated timelines	₹ 5000 per week of delay or actual penalty/loss, whichever is higher
4	Security incident / data breach attributable to Successful bidder	Up to 1 % of annual contract value, plus indemnification

21.7 Service Level Penalty - Onsite Support Facility Management

1. Bidder has to arrange for a suitable alternative with same skill set in case of absence of the on-site support resource due to any reason. In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned/ emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.
2. Bidder has to ensure mandatory 100% attendance (per month) of the onsite FM resources throughout the contract period.
3. Resource availability will be calculated as 100% less Person non-attendance Percentage. Person non-attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs. per day per person.

4. The Resource availability would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent monthly/quarter payment. The yearly penalty charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai/ Navi Mumbai in favour of Central Bank of India for the same within 15 days from the notice period from the Bank.
5. If the resources attendance be below 100%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly irrespective of rational deduction in payment outflow.

21.8 Service Level Penalty- During Implementation phase

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

Penalty would be levied for delivery, installation, and implementation delays for middleware solution and shall be a maximum of 10% of the TCO from the finalized bidder for the Bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase. After acceptance of respective solutions by the Bank.

21.8.1 Liquidated damages for SLA Default

1. The Bank will consider the inability of the bidder to deliver or install the equipment, solution within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the entire scope of the tender) by the bidder.
2. Installation will be treated as incomplete in one/all of the following situations:
 - (i) Non-delivery of any component or other services mentioned in the order non-delivery of supporting documentation.
 - (ii) If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.
3. The amount of penalty will be recovered from the successful bidder from payments due to them. In case, no payments are due, the successful bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the successful bidder. However, if the middleware application is down due to the reasons attributable to the Bank, the successful bidder has to submit proof for the same for not levying the penalty.

21.9 Additional Penalties

1. **Financial or Reputational Losses:** If any financial or reputational losses occur due to the Bidder or its employees (directly or indirectly), or due to lapses in system security, the Bidder will bear the full cost of such losses. The Bank will also impose appropriate penalties for such incidents.
2. **Force Majeure and Bank's Responsibility:** Penalties will not apply if the delays are due to reasons attributable to the Bank and/or Force Majeure. The Bidder must provide authenticated proof of such delays.
3. **Recovery of Penalties:** Penalties due to downtime may be recovered from any payments due to the Bidder, including the Retention Money at the end of the contract. The total penalty amount will not exceed 10% of the Total Cost of Ownership (TCO) for the contract period.
4. **Contract Cancellation:** If the penalties exceed 10% of the TCO, the Bank reserves the right to cancel the contract or revoke the performance bank guarantee.

Kindly note:

- i. For the penalty clause, detailed above, the successful bidder whenever submitting the invoice to the bank have to specify the % of SMS messages successfully delivered as well as the uptime of availability of services.
- ii. The total penalty applicable is the total of penalties applicable vide clause give above as detailed above. Any penalty as applicable should be adjusted with the monthly payments which are to be incorporated in the invoice without fail. All the above penalties are independent of each other and are applicable separately and concurrently.
- iii. Total penalty Cap will be 10 % of the total contract value. Once bidder achieve maximum penalty, Bank may at its discretion terminate the contract by giving three months' notice. In such scenario Bank may also invoke the performance bank guarantee and can bar the bidder from doing further business in the Bank for the period of one year.
- iv. The Successful Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Successful Bidder therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process **over a period of six (6) -twelve (12) months, after the completion of the notice period**, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the successful bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

22. Privacy Safeguards

1. 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 Successful bidder under this contract or existing at any Bank location. Successful bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are **cleared of all Bank Data and sensitive application software**.
2. Successful bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by Successful bidder under this contract or existing at any Bank location.

3. The Successful Bidder shall provide to the bank, the details of all data related to the Bank and its customers that the Successful Bidder captures, processes and stores.
4. The Successful 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.

23. Obligations of Successful bidder

Notwithstanding any disputes or the commencement of arbitration proceedings, Successful bidder will be expected to continue providing the services. The Bank will have the sole and absolute discretion to determine if a proper **reverse transition mechanism** has been implemented over a period of 6 to 12 months.

In the event of a conflict that is not resolved, it will be addressed through arbitration.

24. Reverse Transition Plan

The Bank and Successful bidder shall together prepare a Reverse Transition Plan. However, the Bank will have the sole authority to ascertain whether the plan has been properly followed. The Reverse Transition Mechanism will typically include services and tasks required to ensure a smooth handover and transition of the **Bank's deliverables, maintenance, and facility management** responsibilities.

25. Corrupt and Fraudulent Practices

As per the directives of the **Central Vigilance Commission (CVC)**, it is mandatory for Successful bidder, Suppliers, and Contractors to observe the highest standards of ethics during the procurement and execution of contracts. This includes adhering to the following definitions and principles:

- i. **"Corrupt Practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or during the execution of the contract.
- ii. **"Fraudulent Practice"** means a misrepresentation of facts to influence the procurement process or the execution of a contract, resulting in detriment to the Bank. This includes, but is not limited to, collusive practices among Successful bidder and others (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels, thus depriving 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 Successful bidder has engaged in corrupt or fraudulent practices during the bidding or award process.

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

26. 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 Successful 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.

27. Survival of 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 the Agreement, the invalidity of one or more provisions contained in the Agreement shall not affect the remaining portions of the 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, the Agreement shall be construed as if any such provision had not been inserted therein.

28. Limitation of Liability

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

This limitation shall **not apply** to third-party claims arising from:

Intellectual Property (IP) Infringement Indemnity: The Successful bidder's liability for any claim for damages arising from infringement or alleged infringement of third-party intellectual property rights shall not be subject to the above **limitation**.

Bodily Injury, Death, and Property Damage: The Successful bidder shall be fully liable for any bodily injury (including death) or damage to real property or tangible property caused by the Successful bidder's negligence, fraud, or misrepresentation, or that of its employees, representatives, or subcontractors.

Liability for Subcontractor Practices: The Bidder shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the **Bank**. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.

29. Compliance

1. System should have standard input, communication, processing, output validations and controls. System hardening should be done by Successful bidder. Access controls at DB, OS, and Application levels should be ensured. Successful bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulators and other governing agencies (viz. RBI, FEMA etc.) guidelines. The Successful bidder shall disclose security breaches, if any, to the Bank, without any delay.
2. The Bidder shall ensure compliance with the provisions of the **Information Technology Act, 2000, Digital personal data protection Act, 2023** and all other applicable legal, regulatory, and industry standards, including but not limited to data protection laws and privacy requirements, to protect the confidentiality, integrity, and security of customer data

handled or processed under this Agreement. The Bidder shall be fully responsible for any breach of applicable laws or regulations and shall indemnify and hold the Bank harmless from any claims, losses, damages, or penalties arising out of such breach.

30. Project Review

Facility management services will be provided by the Bidder to ensure that all facilities are maintained in optimal condition throughout the contract period. The Bidder shall deliver routine maintenance, including but not limited to preventive maintenance, inspections, cleaning, and necessary repairs in accordance with industry best practices and any relevant regulatory requirements. Maintenance services will be provided on-site or remotely, depending on the nature of the issue. The Bidder is responsible for addressing any facility-related issues, such as equipment malfunctions or infrastructure failures, within a specified time frame, as outlined in the Service Level Agreement (SLA). Additionally, the Bidder will maintain a log of all maintenance activities and provide regular updates to the Bank on the status of the facilities, including any required repairs, replacements, or upgrades. The facility management services will ensure the timely resolution of any facility-related issues, minimizing disruptions to the Bank's operations and ensuring a safe and functional working environment.

31. Insurance

The equipment (hardware/software, etc.) supplied under the contract shall be fully insured by the Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation. The insurance shall be obtained by the Bidder, 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 Bidder shall initiate and pursue the claim until settlement. Additionally, the Bidder 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 Bidder 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 Bidder shall also provide the Bank with necessary documentation of the insurance policy, claim details, and any associated correspondence with the underwriters.

32. Subcontractor/ Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship, co-employment, or joint employment between the **Bank** and the **Bidder**. The **Bidder**, in furnishing services to the **Bank** under this agreement, is acting solely as an independent contractor. The **Bidder** does not undertake, by 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, the **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 comply with all applicable rules, regulations, statutes, and local laws and shall not commit a breach of any such laws or regulations.

In respect of **sub-contracts**, if applicable, the following provisions apply:

- i. If required, the **Bidder** shall provide complete details of any subcontractor(s) used for the purpose of this engagement.
- ii. Notwithstanding the use of subcontractors, the Bidder shall remain solely responsible for the performance and risk management of all obligations under this SLA, NDA, or Purchase Order. The Bidder will remain liable for the failure or inability of any subcontractor to perform its obligations.
- iii. The Bidder shall be responsible for the payment of all dues and statutory contributions, including those related to labour laws, for its employees and subcontractors, as applicable.
- iv. The Bidder shall obtain the Bank's prior written consent before subcontracting or outsourcing any work related to the performance of this agreement. This applies to all or part of the outsourced activities.
- v. The Bank reserves the right to seek information from the Bidder about the third parties or subcontractors engaged in the supply chain or any sub-contracted work.

33. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in the RFP. The Bank agrees and acknowledges that, unless expressly provided in the RFP, all Intellectual Property Rights in relation to the Software and Documentation, including any adaptations, translations, and derivative works thereof—whether protectable as copyright, trademark, patent, trade secret, design, or otherwise—provided by the Bidder during or in connection with fulfilling its obligations under the RFP shall remain the property of the Bidder or its licensor.

The Bidder represents that a separate agreement may be required to be entered into with third-party suppliers/OEMs, either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance under the contract.

During the Term of this Project and, if applicable, during the Reverse Transition Period, the Bank grants the Bidder a right to use, at no cost or charge, the Software licensed to the Bank, solely for the purpose of providing the services outlined in the agreement.

The Bidder shall be responsible for obtaining all necessary authorizations and consents from third-party licensors of Software used by the Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall, at no further expense, charge, fee, or cost to the Bank:

- i. Obtain a license so that the Bank may continue its use of the Software in accordance with the terms of the tender and subsequent Agreement and the corresponding license agreement; or

ii. Modify the Software without affecting its functionality in any manner to avoid the infringement; or

iii. Replace the Software with a compatible, functionally equivalent, and non-infringing product.

All third-party software/services provided by the Bidder in the scope of the RFP will remain the responsibility of the Bidder, including managing any required licenses, rights, or permissions.

34. Applicable Law

The Contract with the Selected Successful bidder shall be governed by and construed in accordance with the Laws of India for the time being in force, without regard to its conflict of law principles. The Parties agree that any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Maharashtra, India, and that all legal proceedings related to the Contract shall be filed in such Courts, with the exclusion of all other Courts.

The Parties hereby irrevocably consent to the personal jurisdiction of the Courts at **Mumbai** and waive any objection to venue or jurisdiction, in any legal proceeding arising out of or relating to the Contract.

The termination of the Contract shall not affect any accrued rights or liabilities of either Party, nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

35. Adherence to Cyber Security Policy

Bidder are responsible for complying with the security standards or desired security aspects of all the ICT resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with Successful bidder.

Successful bidder 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 Successful bidder would be required to fully compensate the bank of loss incurred by the bank.

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

The Service provider shall put in place necessary controls within its organization for maintaining confidentiality of the Bank's and its customers data.

36. Statutory and Regulatory Requirements

The Solution provided by the Bidder must comply with all applicable regulatory, statutory, or legal requirements defined by any relevant authorities, including but not limited to the Reserve Bank of India (RBI), other regulatory bodies, and judicial courts in India, as of the date of execution of the Agreement. This compliance requirement shall supersede any responses provided by the Bidder in the technical response.

During the period of Warranty/AMC (Annual Maintenance Contract), the Bidder must continue to comply with all applicable regulatory or statutory requirements, including any reports or other obligations defined by regulatory authorities from time to time, which fall within the scope of the RFP and Agreement. Such compliance shall be provided by the Bidder without any additional cost to the Bank.

All mandatory requirements imposed by regulatory and statutory bodies shall be addressed by the Bidder as part of the change management process, at no extra cost to the Bank during the tenure of contract.

37. Visitorial Rights

The Bank and its authorized representatives reserve the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank. Non-cooperation by the Bidder in this regard will be treated as breach of agreement/Purchase Order and will follow the consequences accordingly.

38. Escrow Arrangements

The Bidder shall either provide the source code of middleware solution along with the necessary documentation or arrange to keep the source code under an escrow arrangement on mutually agreed terms and conditions. The escrow agreement shall include provisions to ensure that, in the event of a predefined triggering event (such as the Bidder 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, allowing for continued support and maintenance of the solution.

The cost or fees for setting up the escrow agreement and maintaining the escrow arrangement, including any charges to the escrow agent, will be borne entirely by the Bidder. The Bank will not bear any costs related to the escrow arrangement or the escrow agent's services.

Additionally, the Bidder is required to arrange for taking regular backups of the source code and other critical data. The Bidder shall ensure that daily incremental backups and weekly full backups of all relevant data, including the source code, are performed, and securely stored. The Bank will have access to these backups as needed.

39. Inspection, Review, Auditing, and Monitoring

The Bidder shall make all OEM/Bidder records related to any matters or issues covered under the scope of this RFP/Project available to the Bank at any time during normal business hours,

as often as the Bank deems necessary. The Bank shall have the right to audit, examine, and make excerpts or transcripts of all relevant data, records, books, information, logs, alerts, and business premises pertaining to the services provided. Such records and information shall be subject to examination as per the Bank's discretion. The cost of such audits will be borne by the Bank.

The Bidder shall permit audits by internal or external auditors of the Bank, or by the Reserve Bank of India (RBI), to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activities or arrangements made by the Bank. The Bank shall conduct a periodic review of the Bidder's outsourced processes to identify emerging outsourcing risks as they arise. The Bidder shall adhere to the Bank's risk management, security, and privacy policies to meet the Bank's standards.

If the Bidder outsources any services to a third party, the Bidder must ensure that proper agreements or purchase orders are in place with the concerned third party. The Bank shall have the right to intervene with appropriate measures to ensure compliance with legal and regulatory obligations.

i. Access to Books, Records, Audit, and Inspection shall include the following:

- a. The Bank shall have the ability to access all books, records, information, data, logs, alerts, and business premises relevant to the outsourced activity maintained by the Bidder. For technology outsourcing, the Bidder shall ensure that audit trails and logs for administrative activities are retained and accessible to the Bank upon approved request.
- b. The Bank reserves the right to conduct audits of the Bidder and its subcontractors, whether by its internal or external auditors, or agents appointed to act on its behalf. The Bank may obtain copies of any audit or review reports and findings related to the Bidder or subcontractors in connection with the services performed for the Bank.
- c. Bank shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the Bank's IT infrastructure, applications, data, documents, and other necessary information provided to, stored, or processed by the Bidder and/or its subcontractors in relation to and as applicable to the scope of the outsourcing arrangement.
- d. The Bidder shall recognize the authority of the Reserve Bank of India (RBI) to cause an inspection of the Bidder's operations and its books and accounts, conducted by one or more of its officers, employees, or other authorized persons.
- e. Bidder shall allow the Reserve Bank of India (RBI) or any person(s) authorized by it to access the Bank's IT infrastructure, applications, data, documents, and other necessary information provided to, stored, or processed by the Bidder or its subcontractors, in relation to and as applicable to the scope of the outsourcing arrangement.
- f. The Bank shall conduct, at least annually, a review of the Bidder's financial and operational conditions. Additionally, the Bank may periodically commission an independent audit or expert assessment on the security, control, and privacy environment of the Bidder. Such assessments and reports may be performed and prepared by the Bank's internal or external auditors, or agents appointed by the Bank.

39.1 Monitoring and Assessment

Compliance with Information Security best practices shall be continuously monitored and assessed through periodic Information Security audits performed by or on behalf of the Bank, and by the Reserve Bank of India (RBI). The Bank shall have discretion over the frequency of these audits, which will be determined based on the nature and requirements of the services provided. These audits may include, but are not limited to, a review of:

- a. Access and Authorization Procedures
- b. Physical Security Controls
- c. Backup and Recovery Procedures
- d. Network Security Controls
- e. 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 Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases, and personnel.

The Bidder shall provide the Bank with access to various monitoring and performance measurement systems (both manual and automated) used in the course of the services. The Bank shall have the right to audit these systems and processes with prior approval or notice to the Bidder. This includes conducting audits of the Bidder's monitoring and performance measurement systems to ensure compliance with applicable regulations and security standards.

In addition, the Bank shall conduct regular monitoring and assessment of the Bidder's performance and risk management practices throughout the contract term. This continuous monitoring and assessment will ensure that the Bank can holistically manage and evaluate the ongoing risks associated with the services, detect any emerging risks, and ensure that all necessary corrective actions can be promptly taken to address any issues identified during the assessments.

Regular assessments will include evaluations of the Bidder's operational performance, risk management processes, adherence to security and regulatory requirements, and overall service delivery. The Bank shall work with the Bidder to address any gaps or non-compliance identified in the assessments, ensuring that corrective measures are immediately implemented.

40. 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 fulfil 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.

41. Indemnity

41.1 General Indemnity

- i. The Bidder shall indemnify, defend, and hold harmless the Bank, its employees, personnel, officers, directors, agents, and representatives from and against any and all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following:
 - a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Bidder under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO).
 - b. Any act, omission, or failure by the Bidder, its employees, agents, or subcontractors in the performance of the Bidder's obligations under this RFP, SLA, or PO.
 - c. Any claims made by employees, agents, or subcontractors of the Bidder against the Bank.
 - d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Bidder under this RFP, SLA, or PO.
 - e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights.

- f. Any breach of the confidentiality obligations by the Bidder under this RFP, SLA, or PO.
- g. Any negligence, gross misconduct, or failure to exercise reasonable care by the Bidder or its employees, agents, or subcontractors.

41.2 Patent, Copyright, Trademark, and Intellectual Property Infringement

- i. The Bidder shall, at its own cost and expense, defend or settle any claim that the Deliverables and Services provided under this RFP infringe upon any patent, utility model, industrial design, copyright, trade secret, mask work, trademark, or any other intellectual property right in the country where such Deliverables and Services are used, sold, or received. The Bank shall:
 - a. Notify the Bidder in writing of any such claim as soon as practicable; and
 - b. Cooperate with the Bidder in the defence and settlement of the claim.
- ii. The Bidder shall not settle or compromise any such claim in a manner that would diminish the rights of the Bank or increase the obligations of the Bank under this Agreement, without obtaining prior written consent from the Bank. If the Bidder elects not to defend the claim, the Bank shall have the right to defend or settle the claim, at the Bidder's cost, and the Bidder shall reimburse the Bank for all associated costs, including any damages, settlements, legal fees, and other expenses. Should the amount payable to the Bidder be insufficient to cover the costs incurred by the Bank, the Bidder shall promptly reimburse the Bank for all such amounts.
- iii. The Bidder shall indemnify the Bank in the event of any mismatch in Input Tax Credit (ITC) in the GSTR-2A, especially where the Bank does not opt for retention of GST components on supplies.
- iv. If the Bidder fails to fix bugs, provide required modifications, enhancements, or customizations, or fails to meet the Service Levels as agreed upon in this RFP, SLA, or PO, the Bidder shall compensate the Bank for any direct financial loss suffered by the Bank due to such failure.
- v. The Bidder shall indemnify, protect, and save the Bank against all claims, losses, costs, damages, expenses, actions, suits, and proceedings resulting from any infringement of intellectual property rights (including patents, trademarks, copyrights, etc.), or statutory infringements under laws such as the Copyright Act, 1957, Information Technology Act, 2000, or any other applicable law, in respect of any Hardware, Software, network equipment, or other systems supplied by the Bidder to the Bank. The Bank must notify the Bidder in writing upon becoming aware of any such claims.
- vi. The Bidder shall have sole control over the defence of such claims and settlement negotiations.

The Bank shall provide reasonable assistance, information, and authority to the Bidder for defending these claims.

- vii. Indemnity under this Agreement shall be limited to the damages awarded by the court or in arbitration, and shall exclude any indirect, incidental, or consequential damages. However, indemnity shall cover all damages, losses, or liabilities arising from claims made by regulatory authorities.
- viii. The indemnity obligations of the Bidder shall survive the expiration or termination of this Agreement and shall apply to any claims made during or after the term of the Agreement.
- ix. The **Bidder** shall be responsible for managing the risks associated with the use of subcontractors and shall indemnify the **Bank** against any loss, damage, or claims arising from the subcontractors' failure to meet the obligations or standards outlined in the agreement.

42. Publicity

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

43. Information Ownership

All information transmitted by Successful bidder belongs to the Bank. The Successful 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 Successful 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 Successful 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 Successful 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, Information 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 Successful bidder or existing at any of the Bank location. The Successful 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 Successful bidder or existing at any Bank location.

44. Exit Option

The Bank reserves the right to cancel the contract and debar Bidder from participating in future procurement processes if one or more of the following conditions occur:

- i. Failure of Bidder to accept the contract or purchase order and to furnish the Performance Guarantee within 21 days of the acceptance of the purchase contract.
- ii. Delay in offering the required deliverables or services.
- iii. Delay in commissioning the project beyond the specified period.
- iv. Delay in completing commissioning, implementation, and acceptance tests/checks beyond the specified periods.
- v. Serious discrepancies in the project noticed during the testing phase.
- vi. Serious discrepancies in the functionality to be provided or the performance levels agreed upon, which negatively affect the functioning of the Bank.
- vii. Serious discrepancies in the completion of the project.

a. Serious discrepancies in the maintenance of the project

In addition to cancelling the purchase contract, the Bank reserves the right to appropriate damages by encashing the Bid Security or Performance Guarantee provided by Bidder.

45. Confidentiality

45.1 Confidential Information

Confidential Information" means any non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or any other form, that the Disclosing Party designates as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. And any analysis, summaries, notes, or derivative works that are based on the Confidential Information. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

- i. **Confidential Materials:** "Confidential Materials" shall mean all tangible materials containing Confidential Information, including but not limited to physical forms (documents, printed materials) as well as digital forms (emails, electronic files, databases, cloud storages, etc.), or any other form of tangible media, whether machine or user readable.
- ii. **Reasonable Care Requirement:** The Receiving Party agrees to exercise at least the same level of care in safeguarding the Confidential Information as it would to protect its own confidential information, but in no event less than reasonable care. "Reasonable care" means taking all necessary precautions to prevent unauthorized access, use, or disclosure of Confidential Information

45.2 Exclusions from Confidential Information

Confidential Information shall not include any information that:

- i. Is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party.

- ii. Becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party.
- iii. Became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or
- iv. Is independently developed by Receiving Party

45.3 Restrictions

- i. The Receiving Party may disclose Confidential Information as required by judicial or governmental order, including to statutory auditors, regulatory authorities, or inspectors. In such cases, unless prohibited by law, the Receiving Party shall give reasonable notice to the Disclosing Party prior to such disclosure and shall comply with any applicable protective order or equivalent.
- ii. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- iii. Confidential Information and Confidential Material may be disclosed, reproduced, summarized, or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- iv. The Receiving Party shall not reverse engineer, decompile, disassemble, or otherwise attempt to create derivative works based on any software or other Confidential Information disclosed by the Disclosing Party.

This Agreement shall be effective from the date hereof and shall continue until the establishment of a business relationship between the Parties and the execution of definitive agreements thereafter. The confidentiality obligations under this Agreement shall survive for a period of 3 years following the termination or expiration of this Agreement. Upon expiration or termination of this agreement, the Receiving Party shall immediately cease all disclosures or uses of Confidential Information and, at the request of the Disclosing Party, promptly return or destroy all written, graphic, or other tangible forms of the Confidential Information, along with all copies, abstracts, extracts, samples, notes, or modules thereof.

Notwithstanding anything to the contrary herein, the Confidential Information shall remain confidential until it enters the public domain through no fault of the Receiving Party.

45.4 Rights and Remedies

- i. **Notification of Unauthorized Disclosure:** Receiving Party shall notify Disclosing Party immediately after discovering any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- ii. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall:

- a. Cease using the Confidential Information.
 - b. Return the Confidential Information and all copies, abstract, extracts, samples, notes, or modules thereof to the Disclosing Party within seven days after receipt of notice, and
 - c. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
 - d. Failure to comply with these obligations may result in legal action, including but not limited to claims for breach of contract and any associated damages. The Receiving Party's obligations under this agreement regarding the confidentiality of the Confidential Information shall survive the return or destruction of the Confidential Information.
- iii. **Injunctive Relief:** Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information, and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction. The Disclosing Party may seek such relief in any jurisdiction where the Receiving Party operates or where the Confidential Information is being misused.
- a. Suspension of access privileges
 - b. Change of personnel assigned to the job.
 - c. Financial liability for actual, consequential, or incidental damages
 - d. Termination of contract
 - e. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

45.5 NDA

The Receiving Party shall not commercially use or disclose any Confidential Information, or any materials derived from it to any other person or entity, except to employees or consultants of the Receiving Party who have a legitimate need to access and know the Confidential Information solely for the purpose authorized above. Any consultant receiving such information must have executed a Non-disclosure Agreement with the Receiving Party, containing terms no less restrictive than those of this Agreement. The Receiving Party shall take appropriate measures to prevent unauthorized use or disclosure of Confidential Information, including written agreements and instructions to employees and consultants before disclosing any Confidential Information, without the other party's written consent. This obligation shall not extend to information that was rightfully in the possession of the Receiving Party prior to the commencement of the negotiations leading to the Contract. The Receiving Party shall ensure that any third-party entities (such as contractors, affiliates, agents, etc.) to whom Confidential Information is disclosed are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Any

breach of the non-disclosure obligations by such employees or consultants shall be deemed a breach of this Agreement by the Receiving Party, who will be liable for such breach.

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.

The Bidder must submit the Non-Disclosure Agreement (NDA) in the format specified in the Request for Proposal (RFP).

46. Force Majeure

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

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

Provided either party shall within seven days from the occurrence of such a cause notify the other in writing of such causes. The Service provider or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and / or defined above. The decision regarding whether a particular event as informed by the Bidder being a force majeure event, should be regarded as a force majeure event, shall be solely the decision of the bank. Financial reasons or escalation in prices will not fall under "Force Majeure"

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

47. Dispute Resolution

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

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

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by selected Bidder and Bank, the Bank and Selected Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be

referred for resolution through formal arbitration. However, during the course of negotiations up to this stage, parties will continue to perform their respective duties.

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

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

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

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

48. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations whether written or oral, between the parties respecting the subject matter hereof.

49. Data Localization

The service provider 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 service provider shall not store or process any data outside of India without prior written consent from the bank and approval from regulatory bodies.

50. Reporting of Material Adverse Events and Incident Management

The service provider shall promptly report any material adverse events, including but not limited to data breaches, denial of service attacks, service unavailability, security vulnerabilities, unauthorized access, system failures, or any other incidents that may impact the bank's operations or data integrity. Such incidents shall be reported to the bank immediately upon identification, enabling the bank to take prompt risk mitigation measures and ensure compliance

with statutory and regulatory guidelines. The service provider shall provide all relevant details and updates regarding the incident, including the nature, scope, impact, and corrective actions taken, in accordance with the bank's incident reporting procedures.

51. Back-to-Back Arrangements with OEM

The Bidder shall ensure that suitable back-to-back agreements or arrangements are in place with Original Equipment Manufacturers (OEMs) to guarantee the provision of required products, services, and support. These arrangements must align with the terms and service levels defined in this Agreement, ensuring that the Bidder can meet its obligations to the Customer and address any issues related to the OEM products or services in a timely and efficient manner. The Bidder is responsible for ensuring that the OEM's support and performance meet the agreed-upon standards, and for providing any necessary escalations or resolutions in the event of failure by the OEM to meet such standards.

52. Essential Personal and Backup Arrangements

The Bidder shall designate and maintain a pool of skilled resources who will be considered "essential personnel" for the delivery of core services under this Agreement. These personnel will be responsible for ensuring the continuity of critical functions, particularly during exigent circumstances such as emergencies, natural disasters, or pandemics. In the event of such situations, the Bidder shall implement necessary backup arrangements to ensure that a limited but sufficient number of essential personnel are available to work on-site to support critical operations. The Bidder shall make reasonable efforts to ensure the safety and well-being of these personnel while maintaining the uninterrupted delivery of critical services. The Bidder shall notify the Customer promptly of any significant changes to the availability or capacity of essential personnel, as well as any potential impact on service delivery.

53. Obligation to Cooperate with relevant authorities in case of Insolvency/Resolution

1. 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 Bidder shall cooperate fully with such authorities, in accordance with applicable laws and regulations.
2. The Bidder 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.
3. In the event of insolvency or resolution of the Bank, the Bidder shall continue to perform its obligations under this Agreement unless otherwise directed by the relevant authorities or instructed by Bank.
4. The Bidder 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.

54. Termination

Central Bank of India reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 60 (sixty) days' prior written notice and recovering any damages, costs, and expenses incurred by the Bank under the following circumstances:

54.1 Grounds of Termination

- i. **Breach of Terms:** If the Bidder commits a breach of any of the terms and conditions of the Request for Proposal (RFP) or the Service Level Agreement (SLA) to be executed between the Bank and the Bidder.
- ii. **Insolvency:** If the Bidder goes into liquidation, voluntarily or otherwise.
- iii. **Violation of Laws:** If the Bidder violates any laws, rules, regulations, byelaws, guidelines, or notifications.
- iv. **Legal Attachment:** If an attachment is levied or continues to be levied for a period of seven days on the effects of the bid.
- v. **Failure to Meet Timelines:** If the Bidder fails to complete the assignment as per the timelines prescribed in the Work Order/SLA, including any extensions granted.
- vi. **Excess Liquidated Damages:** If the deductions due to liquidated damages exceed 10% of the total work order.
- vii. **Failure to Deliver Resources:** If the Bidder fails to deliver the required resources as stipulated in the delivery schedule, the Bank reserves the right to procure similar resources from alternative sources at the risk, cost, and responsibility of the Bidder.
- viii. **Non-Performance:** If after the award of the contract, the Bidder fails to perform satisfactorily or causes delays, the Bank reserves the right to have the remaining contract executed by another party of its choice. The Bidder must cover any additional expenditure incurred by the Bank in this regard.
- ix. **Outstanding Dues:** The Bank reserves the right to recover any dues payable by the Bidder from any amount outstanding, including pending bills and/or invoking the Performance Bank Guarantee under this 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.

54.2 Types of Termination

- i. **Termination for Insolvency:** The Bank may terminate the contract if the Bidder becomes bankrupt or insolvent, with termination being without compensation to the Bidder. However, this does not affect any accrued rights or remedies of the Bank.
- ii. **Termination for Default:** The Bank may terminate the contract in whole or in part, by providing written notice in case of a default by the Bidder.
- iii. **Termination for Convenience:** The Bank may terminate the contract at its convenience, in whole or in part, with written notice.

54.3 Effect of Termination

- i. **Transition and Business Continuity:** Upon termination, the Bank is entitled to impose necessary obligations and conditions to ensure smooth transition and business continuity of the services. The Bidder must take all steps to minimize loss caused by termination and allow the next successor Bidder to take over the obligations.
- ii. **Post-Termination Assistance:** If the contract expires or is not extended, the Bidder must assist the successor or the Bank's representative with the transition. This may include providing training or any other necessary support even beyond the contract's termination period.

54.4 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.

The termination shall not affect any accrued rights or liabilities of either party and will not affect the provisions that are intended to continue after termination.

55. Remote Access

Remote access of any kind will not be allowed outside the Bank's network.

56. Waiver

No waiver of any provision of this Agreement or any of the rights or obligations hereunder shall be effective unless in writing and executed by both parties. A waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right of that party thereafter to enforce the same. Any waiver, consent, or approval under this Agreement shall be effective only if it is in writing and signed by the party giving such waiver, consent, or approval.

57. 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”.

58. 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.

59. Assignment

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

60. Execution of Contract, SLA & NDA

The successful bidder and Bank should execute

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

61. Bidder's Liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting from wilful

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

61.1 Obligation of the bidder

In the course of rendering the services mentioned in this RFP, Bidder shall be responsible for the following:

1. Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfil its obligations.
2. Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
3. Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
4. Bidder will have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost. Bidder shall seek necessary permission from the Bank 1 month in advance.
5. In the event that any person engaged/deputed/deployed for rendering services, is, either; No longer available by reason of resignation or termination or the like; or unable to render satisfactory services; or not acceptable to the Bank by reason of any misconduct or non-performance on the part of such person. Bidder will use all reasonable endeavours to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Bidder will in the discharge of its obligations use all reasonable endeavours to minimize changes in personnel.
6. Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.

62. 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.

63. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in

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

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

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

64. Privacy & Security Safeguards

- i. The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.
- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents.

65. Conflict of Interest

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

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

66. Governing Law and Jurisdiction

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

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided

by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

67. Compliance with Laws

1. Digital Personal Data Protection Compliance (The Digital Personal Data Protection Act, 2023 & DPDP Rules 2025):

- The Successful bidder 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 Successful bidder 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 Successful bidder 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 Bidders in the performance of the Agreement under this RFP shall be in compliance with the above Act/Rules. The Bidder 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 Successful bidder 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 Successful bidder 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. Compliance with Labour law:

- "Labour Law Adherence and Compliance with Court Directions
- The Successful bidder 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 Successful bidder 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 Successful bidder.
- In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Successful bidder, the same shall be solely borne and resolved by the Successful bidder without any liability upon the Bank.
- The Successful bidder 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."

3. Compliance with all other 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.

4. **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-
5. **The Bidder shall ensure guidelines issued by Telecom Regulatory Authority of India (TRAI). These guidelines includes consumer protection, especially against spam, through the digital consent framework (TCCCPR 2025), mandating SMS header suffixes (P,S,T,G). AI/ML spam detection and stringent sender verification, alongside ongoing spectrum reviews, quality of service assessment for Bank all aimed to cleaner, more transparent telecom services.**

68. Merger and Consolidation

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be assigned to the new entity and such an act shall not affect the obligations of the Bidder under the ensuing Contract.

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If any other Bank is merged in The Bank or Govt decides to merge Bank In this case bidder have to support in migration and integration of the systems etc.

Bidder will also ensure the migration of existing solution to the newly offered solution/services.

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

69. 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-

70. 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.

71. Survival and Severability

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

Bidding Document

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

72. Effective access by Bank to all record:

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

73. 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.

74. Successful bidder to Provide Details of Data:

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

75. Data / Information which can be shared:

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

76. Information of Third Parties:

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

77. Skilled Resources of Successful bidder for Core Services:

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

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

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

79. 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 on 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.

80. Period of Validity

Bids shall remain valid for 180 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

81. 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.

82. 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.

83. Modifications and/or Withdrawal of Bids

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

Clarification of Bids

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

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

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

84. Preference to Make in India

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

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

The salient features of the aforesaid Order are as under:

- Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
- Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
- Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier', same shall be applicable.
- Verification of Local contents:
 1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per **Annexure-28**. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for

Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.- II dated 16-09-2020

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

For Preference to Make in India:

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

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

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

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

- i Among all qualified bids, the lowest bid will be termed as L1.
- ii If L1 is class – I local supplier, the order will be divided in two bidders L1 & next class I bidders falling within Margin of purchase and ready to match the L1 price in 60 :40 ratio. In case of non-availability of other class, I

bidders, order will be awarded to lowest class II local supplier who agrees to match the price of L1.

- iii If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the remaining 50% of the order quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly.
- iv If L1 is not a 'Class-I local supplier' and none of the class – I local supplier falls under 20% margin with L1, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

In case, no 'class – I local supplier' qualifies for the award, 50 % contract will be awarded to L1 and remaining 50% contract will be awarded to next higher qualified bidder subject to matching the price with L1.

Bank will follow the above orders/amendments and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

Bidder must submit Format for Local Content (**Annexure-28**).

85. ESG (Environment, Sustainability, Governance)

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

86. General Financial Rules 2017

Bid will be governed by GoI's General Financial Rules 2017.

86.1 BID Rejection

As per GoI's General Financial Rules 2017, Rule 173 (xix), Rejection of all Bids is justified when

- a) effective competition is lacking.
- b) all Bids and Proposals are not substantially responsive to the requirements of the Procurement Documents.
- c) the Bids/Proposals' prices are substantially higher than the updated cost estimate or available budget; or
- d) none of the technical Proposals meets the minimum technical qualifying score.

87. Signing of Contract

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

87.1 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank

88. Disclaimer

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

89. Checklist for Submission

#	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2022-23, 2023-24 and 2024-25	
3	CA certificate for three years average turnover for financial years 2022-23, 2023-24 and 2024-25	
4	CA certificate for operating profit for last three financial years 2022-23, 2023-24 and 2024-25	
5	CA certificate for net worth for last three financial years i.e. 2022-23, 2023-24 and 2024-25	
6	Self-declaration by the Authorized Signatory for not have filed for Bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
8	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
9	Self-declaration on Company's letter head • NPA • Any case Pending (Annexure -16)	
10	Annexure-1 Conformity Letter	
11	Annexure-2 Masked Commercial Bid along with technical bid	
12	Annexure-3 Bidder's Information on company letter head	
13	Annexure-4 Letter for Conformity of Product as per RFP	
14	Annexure-5 Pro-forma for Deed of Indemnity	
15	Annexure-6 Undertaking of Authenticity for Products Supplied	
16	Annexure-7 Undertaking for acceptance of terms of RFP	
17	Annexure-8 MAF on OEM letter head	
18	Annexure-9 Integrity Pact	
19	Annexure-10 Non-Disclosure Agreement	
20	Annexure-11- Performance Bank Guarantee	
21	Annexure 12- Pro-forma for Bid Security -EMD (Earnest Money Deposit)	
22	Annexure 13 - Technical & Functional Specifications of Middleware	
23	Annexure 14- Bidders Particulars in Company Letter Head	
24	Annexure 15- Letter for Refund of EMD	
25	Annexure 16- NPA Undertaking	
26	Annexure 17- Land Border Sharing Undertaking	
27	Annexure 18- Cover Letter	
28	Annexure 19- Undertaking letter (Enterprise Licenses for Databases / Data stores)	
29	Annexure 20- Query Format	
30	Annexure 21- Eligibility Criteria Compliance	
31	Annexure 22- Guidelines on banning of Business Dealings	
32	Annexure 23- Declaration/ undertaking from bidder to comply with the Telecom Commercial Communications Customer Preference Regulations (TCCCPR)	
33	Annexure 24- Undertaking For 3 Year Roadmap	
34	Annexure 25- Proposed Team Profile	
35	Annexure 26- Certificate for RFP cost waiver for MSME/NSIC firms	
36	Annexure 27- Details of past experiences of handling similar project	

#	Particulars	Bidders Remark Yes/No
37	Annexure 28- Format for Local Content	
38	Annexure 29- Undertaking Of Information Security	
39	Annexure 30-Infrastructure Sizing Requirement	
40	Annexure 31: Compliance Certificate with respect to RBI's "Master	
41	Annexure 32 - "Format for Credential Letter"	

90. 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/7372847**

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

91. Annexure 2 - Masked Commercial Bid (BOM) along with technical bid

The Commercial Bid format is as under: (The Bidder is required to update the masked commercials in the following format)

SR	Particulars	Indicative Projected Volume in 3 years (In crore)(A)	Unit Rate (In ₹)(B)	Total cost 3 years (In ₹)(C=A*B)	Applicable GST on Column C(D)	Total cost including GST for 3 years (In ₹) E=(C+D)
1	Cost of Transactional SMS-Domestic	5,347				
2	Cost of Transactional SMS- International	0.31				
3	Cost of OTP SMS-Domestic	134				
4	Cost of OTP SMS-International	0.065				
5	Cost of Whatsapp Push (Marketing)	24				
6	Cost of Whatsapp Push Notification (Utility & Service)	23				
7	Cost of Email Notification cost	36				
8	Cost of Voice Message/Alert -Domestic	18				
9	Cost of Voice Message/Alert - International	2				
11	Cost of RCS	32				
10	Cost of Web/App Notification (One time implementation cost, no recurring charges)	10 (In Number)				
12	Cost of Server Rental for Missed call alerts solution.	50 (In Number)				
13	Cost of premium Missed call numbers for Missed call alerts solution (One time implementation cost, no recurring charges)	50(In Number)				
14	Cost for Short Code (For contract Period) (One time implementation cost, no recurring charges)	100 (In Number)				
15	Cost of Virtual Mobile number (VMN) / Long Code (For contract Period) (One time implementation cost, no recurring charges)	100 (In Number)				
16	Customization charges for per man-day	1000(In Number)				
	Total Cost of Ownership (TCO)					

Cost of Middleware (Hardware, Software, Database, Licence, customization, development, maintenance, integration, compliance, cable,rack,switch etc.) and Facility Management should be included in SMS and related service Charges (As mentioned in above table).

Please note : Ownership of Hardware , Licence ,other components and insurance should be in the name of Bank only.

- a. The number of SMS are indicative (based on previous utilization and future projection). This is for the purpose of TCO calculation only, however actual number of SMS will vary as per Bank's requirement & usage. The payment will be released on an actual basis considering unit cost for SMS.
- b. Onsite Support for the solution will be 24x7 in 3 shifts per day.
- c. Any implementation / integration charges should be included as part of the SMS charges.
- d. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only without any additional cost to the Bank.
- e. If the cost for any line item is indicated as zero / blank, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- f. Bidder should factor Hardware, Software and other component along with licence and 24X7 support.
- g. Audit compliance of RBI,Bank,DoT,TRAI and other Regulatory guidelines should be completed as per Bank guidelines without any cost to Bank.
- h. Implementation, Integration, delivery, maintenance without any other cost to Bank during entire contact period.
- i. The Customization charges are to be submitted for the 3 years period for 1000 man-days subject to Bank discretion, however the payment will be made on actual usage. If man-days usage crosses beyond 1000 Man days, any additional man-days will be factored separately (as per quoted rates) and accordingly additional PO will be issued. Bidder shall implement any future regulatory/ statutory requirement and any new additional functionality without any additional cost to the Bank.
- j. The efforts being put in for customization should be justified by the Bidder through the FPA (functional point analysis) method and approved by Bank's internal effort estimation committee.

Date
Place

Seal & Signature of the Bidder

92. Annexure 3 - Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details (Mail id & Mob No)	
6.	Year of Incorporation	
7.	Number of years of experience in SMS services	
8.	Turnover (In ₹) 2022-23 2023-24 2024-25	
9.	Profits (In ₹) 2022-23 2023-24 2024-25	
10.	Whether Operator or RTM/TM	
11.	Number of Support staff in India	
12.	Good and Service Tax Number	
13.	Income Tax Number	
14.	Name and Address of Operator or RTM/TM	
15.	Brief Description of support facility available with the bidder.	
16.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

93. 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/7372847** Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter 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:

94. Annexure 5 - Pro-forma for Deed of Indemnity

This deed made on the _____ day of _____, 2026 **BETWEEN**
_____ a **Company incorporated under the**
Companies Act, 1956/2013 having its registered office at
_____ (hereinafter referred to as "the
Indemnifier" which expression shall unless excluded by or repugnant to the context, be deemed to mean
and include its assigns, administrators and successors) of the ONE PART;

AND

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

WHEREAS

1. The Indemnifier has

A. Offered to **Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India** in terms of the Service Level Agreement (SLA) dated _____ during the entire contract period of Years. The implementation and support services of software equipment by the Indemnifier is hereinafter referred to as "**Supply and Support Services**".

B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated _____ and respective Purchase Order/s -----issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").

C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.

D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.

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

NOW THIS DEED WITNESSETH AS UNDER: -

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

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by

whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

(2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

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

(4) If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, Bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

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

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

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

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

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

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

Witness:

1) _____

(Seal and Signature of indemnifier)

2) _____

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

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

95. Annexure 6 - Undertaking of Authenticity for Products Supplied

Date _____

To,

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

Sir,

Sub: Tender No. **GEM/2026/B/7372847**

With reference to RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India.

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

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

Signature

Name:

Designation:

Seal of Company

Date:

96. Annexure 7 - Undertaking for Acceptance of Terms of RFP

Date_____

To,

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

Sir,

Sub: Tender No. **GEM/2026/B/7372847**

With reference to RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

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

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

Signature

Name:

Designation:

Seal of Company

Date:

97. Annexure 8 - OPERATOR AUTHORISATION FORM

This **Operator Authorisation Form(OAF)** is executed on _ / _ / 20__ between [Telco Name], a licensed Telecom Service Provider acting as **Originating Access Provider (OAP)**, and **Bidder**, acting as **Telemarketer Access Provider (TAP)**.

The OAP is authorised to share with the Bank monthly **A2P** (Application to Person) SMS traffic data for regulatory compliance, audit, reconciliation, and dispute resolution. The OAP shall provide aggregated monthly data in the following format:

As an **Originating Access Provider (OAP)**

DLT Header	RTM Name	Month	Date	Total Submit Count	Total DLT-Scrubbed Count	Total Delivered to Handset, derived from network-level records and mapped to the Bank's registered Telemarketer ID(s) and DLT Header(s).

As a **Telemarketer Access Provider (TAP)**.

Header	Month	Date	Telecom-operator Name	Total Delivered to customers, derived from network-level records.

In case of any dispute relating to message submission or delivery, the Central Bank of India shall have the right to verify delivery status directly with the concerned Telecom Service Provider(s). The Bidder and Service provider hereby acknowledges and agrees to such verification.

All information shared under this OAF shall be treated as confidential, except where disclosure is required under applicable law or by a statutory authority.

This OAF shall be valid for 3 years from the date of execution and may be terminated by either party with 30 days' written notice. It shall be governed by the laws of India, with jurisdiction at Mumbai.

IN WITNESS WHEREOF, the parties have executed this O.

AF on the date first mentioned above.

For [Telco Name] (OAP)

Authorised Signatory

Signature & Seal

Date:

For Bidder (TAP)

Authorised Signatory

Signature & Seal

Date:

98. Annexure 9 - Integrity Pact

Integrity Pact

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings". (As given in the Annexure-22)

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

Section 11- FALL CLAUSE

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

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

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

99. Annexure 10 - Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2026

Between

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

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "BANK" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

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

WHEREAS:

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

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

1. Confidential Information

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party,
- (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-Disclosure

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

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

3. Publications

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

4. Term

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

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

5. Title & Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

8. Entire Agreement, Amendment and Assignment

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

9. Governing Law and Jurisdiction

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

10. General

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

11. Indemnity

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

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

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

Signed, Sealed and Delivered for the Principal

Signed, Sealed and Delivered for the Bidder

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

100. Annexure 11 - Performance Bank Guarantee

To,

Central Bank of India

Mumbai

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

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

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

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

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

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

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

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

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

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

10) Notwithstanding anything contained herein above : -

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 ----- 2026 at -----

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

sd/- -----

101. Annexure 12 - Pro-forma for Bid Security -EMD (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 ₹ 6.74/- Crores (₹ Six Crore Seventy Four Lakhs only) as bid security as required to be submitted by the "Bidder" as a condition for participation in the said process of RFQ.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions time agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of ₹ 6.74/- Crores (₹ Six Crore Seventy Four Lakhs only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein above:

1. Our liability under this Bank guarantee shall not exceed ₹ _____
 2. This Bank guarantee will be valid up to _____; and
 3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _____
- In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____ .

Yours faithfully,

For and on behalf of _____
Bank Authorised Official

102. Annexure 13 - Technical & Functional Specifications of Middleware

Abbreviations	Full Form	Marks
A	Available in the product without customization	1
C*	Will be provided with Customization	0.5

*Customizations to be provided before Go-Live date

Sr. No.	Functional SpecificationDescription	A/C	Remark
1	High-Volume Throughput (TPS): the solution robust enough to handle a minimum of 5,000 Transactions Per Second (TPS), specifically 2,500 for submission and 2,500 for DLR updates		
2	Automated Failover and Retry: the platform support real-time automatic retries using a backup Successful bidder if a message fails or is delayed with the primary Successful bidder		
3	Omni-Channel Fallback: the system automatically switches channels (e.g., from SMS to WhatsApp or Voice) if a message fails on the primary delivery channel		
4	IP-Based Access Controls: the bidder implements IP-based restrictions to ensure messages are only accepted from authorized Bank systems, preventing fraudulent or SPAM delivery		
5	Maker-Checker for All Changes: all administrative changes, template creations, and campaign initiations governed by a strict maker-checker approval workflow		
6	Push Notification Engagement Tracking: the bidder provides mobile SDKs that not only deliver push notifications but also track engagement metrics like "Clicked" or "Opened"		
7	Anti-Duplicate Logic: the platform has the intelligence to prevent duplicate messages from being sent to the same customer if multiple systems trigger the same alert within a short window		
8	Customer Data Platform (CDP) Profile: the solution maintains a 360-degree unified profile for each customer that stores channel preferences, opt-ins/outs, and device tokens		
9	One Common API for All Channels: The platform should offer one common API for all communication channels. Bank systems should not need to connect separately to SMS, RCS, WhatsApp, or other Bidders. The platform itself should decide which channel to use based on Bank rules, while providing a simple and consistent integration for internal systems.		
10	Invoice Reconciliation: The system should assist in reconciling vendor bills with the platform's data, the platform's record of delivered SMS (minus failed ones that should not be billed) should match. This ensures the Bank only pays for what was actually sent and delivered		

103. Annexure 14 - Bidder's Particulars

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

Signature

Name:

Designation:

Seal of Company

Date:

104. Annexure 15 - Letter for Refund of EMD

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

Date:_____

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

SUB: LETTER FOR REFUND OF EMD

Ref: GEM/2026/B/7372847 for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India for Central Bank of India

Sir,

We _____ (Company Name) had participated in the Request for Proposal (RFP) **GEM/2026/B/7372847** for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India for Central Bank of India and we are an unsuccessful bidder.

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

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

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

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory

Designation:

Seal of Company

105. Annexure 16 - NPA UNDERTAKING

Pro forma of letter to be given by all the bidders participating RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India on their official letter-head

Date: _____

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

Sub: Tender No. **GEM/2026/B/7372847** RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India for Central Bank of India

Sir,

We _____ (bidder name), hereby undertake that-

- We **have been/ have not been** declared NPA by any Bank/Financial institutions in India.
- At the time of bidding, we do not have any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/ services
- 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

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

Pro forma of letter to be given by all the bidders participating in the RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India on their official letter-head

Date: _____

To,

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

Sub: Tender No. GEM/2026/B/7372847 RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

Sir,

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

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

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

Strike off whichever is not applicable

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

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

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor 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. _____

107. Annexure 18 - Cover Letter

Date: _____

To

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

Sub: Tender No. GEM/2026/B/7372847 RFP for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

Sir,

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

Authorised Signatory

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

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

108. Annexure 19 - Undertaking letter (Enterprise Licences for Databases / Data stores)

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

Date:_____

To,

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

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

Sir,

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

1. If we propose / introduce any Database or Data-store, community version of any Database / Data-store will not be used.
2. All Databases / Data-stores will be provided with enterprise licence / subscription in the Bank's name along with highest level of 24×7 OEM Support.

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

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

109. Annexure 20- Query Format

Queries:

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

Date:

Authorised Signatory & Stamp

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

110. Annexure 21- Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criterions 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.

S. No	Eligibility Criteria	Supporting Required	Complied Yes/No
A	General		
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3	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.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
4	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	
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
6	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	Undertaking to be given by the Bidder at time of bid submission Compliance certificate given by successful bidder on company's	

	companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	letter head (Enclosed as Annexure 31).	
7	The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
B	Financial		
1	The Bidder must have registered annual turnover of Rs. 500 Crores or above from Indian Operations only during the last three completed financial years – FY 2022-23, 2023-24 & 2024-25.	Audited Financial statements for the financial years FY 2022-23, 2023-24 & 2024-25.	
2	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 and 2024-25).	Audited Financial statements for the financial years FY 2022-23, 2023-24 & 2024-25. Certified letter from the Chartered Accountant clearly mentioning Turnover, operating profits and Net worth for last three years.	
3	The bidder should have a positive net worth in last three financial years (i.e. 2022-23, 2023-24 and 2024-25).	Certified letter from the Chartered Accountant clearly mentioning Turnover, operating profits and Net worth for last three years.	
4	Bidder should not have - NPA with any Bank /financial institutions in India - At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder / OEM and the Bank regarding supply of goods/ services - 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	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	

C	Experience & Support Infrastructure	
1	The Bidder should have valid registration as a Telecom-operator/RTM (Registered Tele marketer) with TRAI.	Registration Certificate with TRAI must be submitted
2	If the Bidder is RTM, then should have direct connectivity with Telecom Operators.	1. Copies of Certification/agreements with the Telecom-operators with which it has direct Connectivity 2. Undertaking on letter head of the Bidder duly signed by the authorized signatory.
3	The Bidder should have tie-up with minimum 3 major Telecom service providers (In terms of market share) in India for SMS and related services. Note: Central Bank of India will not enter into any contract with Service Provider. The Bidder shall be the single point of contact for Bank for all services procured under this RFP. Central Bank of India will also not register as telemarketer for any service covered under this RFP.	Letter from Telecom Service Provider / agreement copy/ Point of Interconnection (POI) and a self-certified letter also to be attached.
4.	The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas telecom-operators to cater to our Non-Resident Customers. Also have arrangements for E-mail, Voice Services and Web/ App/ WhatsApp notification, RCS (Rich Communication Services) notification and campaign Services to Overseas telecom-operators to cater to our Non-Resident Customers.	Undertaking on letter head of the Bidder duly signed by the authorized signatory
5	The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches .	Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients. (format as per Annexure-32)

	The solution offered should be currently running successfully as on the date of RFP.		
6	The Bidder should have a) Capability to handle at least 10 Crore Real Time SMS alerts (Transactional /Promotional) per day for the Bank. b) Capable of sending voice messages (if e-mail ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
7	Should have provided multilingual (13 Regional Languages or more other than English) SMS facility in at least one Central/ State Govt./ PSU / public / private commercial sector Banks in India during the last three years.	Undertaking on letter head of the Bidder duly signed by the authorized signatory	
8	Bidder should have direct support offices at Mumbai. In case direct support office of the bidder is not present in Mumbai then if Bidder is successful then should set up office in Mumbai.	Letter of Confirmation with details OR undertaking to be provided for setup of office in Mumbai within 3 months post issuance of PO, in case office is not in Mumbai.	
9	The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification.	Copy of valid certificates should be submitted.	
10	The Bidder should have platform for SMS (Push and Pull), E-mail, Missed call Service, Voice Services and Web/ App/ WhatsApp notification, RCS (Rich Communication Services) notification and campaign Services without any dependency on third party.	Undertaking on letter head of the Bidder duly signed by the authorized signatory	

11	Service continuity in case of technical / financial failure at the Bidder's end a) The bidder should use their own "Middleware-Gateway Services" to deliver the messages to the SMSCs directly. The bidder must have its own Level III/Tier III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end. b) The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity. c) The Bidder should also have a back-to-Back arrangement with a telecom service provider / bidder to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services, at the same terms and conditions.	Self-declaration letter mentioning the above clauses duly signed by the authorized signatory.	
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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.

*CBoI reserves the right to verify references provided by the Bidder independently. Any decision of CBOI in this regard shall be final, conclusive and binding up on the bidder. CBoI 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. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
4. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012):
'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*

- b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product. '*

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)

111. Annexure 22 - Guidelines on banning of business dealing

Sr. Contents

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

1. Introduction

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

2. Scope

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases.

- e) For Corporate Office only

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

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

- iv. 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v. 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1. If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2. The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5. For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure: -
 - i. Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
 - ii. Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that

it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by ED, BSD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 6.13. Continued poor performance of the Agency in several contracts;
- 6.14. If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

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

7. Banning of Business Dealings

- 7.1. A decision to ban business dealings with any Agency should apply throughout the Bank Including Subsidiaries.
- 7.2. There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- 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.
 - To recommend for issue of show-cause notice to the Agency by the concerned department.
 - To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3. If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (BSD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. BSD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (BSD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

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

- 7.4. If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
- 7.5. Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.
- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
 - Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be

in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before "Executive Directors Committee" (EDC) with ED (BSD) as Convener of the Committee.

- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

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

- 8.1. If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2. The effect of such an order would be that the Agency would not be disqualified from Competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.
- 8.3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show Cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

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

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

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

112. Annexure 23 - Declaration/ undertaking from bidder to comply with the Telecom Commercial Communications Customer Preference Regulations (TCCCPR)

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

To

Sir,

We hereby agree to comply that we will not utilize Over-The-Top (OTT) channels and IP routes for sending SMS communications to Central Bank of India (CBoI) subscribers. All SMS communications will be adhered strictly to authorized routes as stipulated by the Government of India's communication policies. Specifically, this entails using the telecom SMS route, which complies with the Telecom Commercial Communications Customer Preference Regulations (TCCCPR) and is registered through the Distributed Ledger Technology (DLT) platform.

Failure to comply with these regulations will result in immediate termination of the contract and may lead to legal action.

Authorized Signatory

Name:

Designation:

Company Name

113. Annexure 24 - Undertaking for 3 Year Roadmap

Date_____

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

-

400614

Subject: RFP GEM/2026/B/7372847 for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

Sir,

We, _____ hereby confirm that as a prime bidder and the product provider, we would deliver, install and maintain the SMS and related Services and Middleware solution. We also commit to support the solution for a minimum period of 3 years and extendable for another 2 years.

Authorized

Signatory

Name:

Designation:

Bidder's

Corporate

Name

Address

Email and Phone #

114. Annexure 25 - Proposed Team Profile

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

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

Place:

Date:

Seal and signature of the bidder

115. Annexure 26 - Certificate for RFP cost waiver for MSME/NSIC firms

(In Letter head of Chartered Accountant)

Date: _____

This is to certify that M/s. _____, having registered office at _____ has made an original investment of ₹ _____/- in _____, as per Audited Balance Sheet as on 31.03.2024. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID NO.

Seal of the
firm

116. Annexure 27 - Details of past experiences of handling similar project

Name of the Bidder _____

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

Date: _____

Place: _____

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

117. Annexure 28 - Format for Local Content

CERTIFICATION FOR LOCAL CONTENT

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

-

400614

Ref: Your RFP GEM/2026/B/7372847 for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

Bidder Name:

This is to certify that proposed for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 and any further amendments thereon.

Signature of Statutory Auditor/Cost Auditor

Registration Number :

Seal

Countersigned by the bidder:

Bidder – (Authorized Signatory)

118. Annexure 29 - Undertaking Of Information Security

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

Date: _____

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

Subject: RFP GEM/2026/B/7372847 for Procurement of Service Providers for SMS (Push and Pull), E-mail, Missed call Service, Web and App push notifications, WhatsApp notifications, voice alerts, RCS and campaign Services along with middleware services for Central Bank of India

Sir,

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

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

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

119. Annexure 30 - Infrastructure Sizing Requirement

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

Primary site (UAT/Pre-Production, Production, MIS instance)

DR site (DR instance)

I. Facility Management

Cost of Middleware (Hardware, Software, Database, Licence, customization, development, maintenance, integration, compliance etc.) and Facility Management should be included in SMS and related service Charges (Annexure 2). However, **If Bank wants to increase or decreases the onsite support, following rates will be considered for Facility management:**

Sr No	Item Description	Unit Price (A)	Quantity (B)	Total Cost (C) (C=A*B)
1)	Facility Management (L-1 Engineer / Resource)	XXX	8	XXX
2)	Facility Management (L-2 Engineer / Resource)	XXX	1	XXX
	Total (III)	XXX	9	XXX

II. Functional /Technical Specifications compliance

Bidder needs to provide the details for proposed setup. Details should include hardware and software components which are required for implementation of Middleware Solution

Hardware & Software for Primary and DR Site

Server (Web server)

Sl. No	Component	Specifications	Qty#	Remarks, if any
1	Model & Make	Specify		
2	Chipset	Specify		
3	Processor cores	Specify		
4	Memory	Specify		
5	SAS Adaptors	Specify		
6	Logical Partitions	Specify		
7	HDD	Specify		
8	Optical Device	Specify		
9	Tape Drive	Specify		
10	Network Interface	Specify		
11	FC Interface	Specify		
12	Slots	Specify		
13	Disk Bays	Specify		
14	Ports	Specify		
15	Power Supply	Specify		
16	Fans	Specify		
17	Form factor	Specify		

18	Chassis	Specify		
19	Operating System	Specify		

Server (Application server)

Sl. No	Component	Specifications	Qty#	Remarks, if any
1	Model & Make	Specify		
2	Chipset	Specify		
3	Processor cores	Specify		
4	Memory	Specify		
5	SAS Adaptors	Specify		
6	Logical Partitions	Specify		
7	HDD	Specify		
8	Optical Device	Specify		
9	Tape Drive	Specify		
10	Network Interface	Specify		
11	FC Interface	Specify		
12	Slots	Specify		
13	Disk Bays	Specify		
14	Ports	Specify		
15	Power Supply	Specify		
16	Fans	Specify		
17	Form factor	Specify		
18	Chassis	Specify		
19	Operating System	Specify		

Server (Database Server)

Sl. No	Component	Specifications	Qty#	Remarks, if any
1	Model & Make	Specify		
2	Chipset	Specify		
3	Processor cores	Specify		
4	Memory	Specify		
5	SAS Adaptors	Specify		
6	Logical Partitions	Specify		
7	HDD	Specify		
8	Optical Device	Specify		
9	Tape Drive	Specify		
10	Network Interface	Specify		
11	FC Interface	Specify		
12	Slots	Specify		
13	Disk Bays	Specify		
14	Ports	Specify		
15	Power Supply	Specify		

16	Fans	Specify		
17	Form factor	Specify		
18	Chassis	Specify		
19	Operating System	Specify		

Server ("UAT & Development" at Primary site only)

Sl. No	Component	Specifications	Qty#	Remarks, if any
1	Model & Make	Specify		
2	Chipset	Specify		
3	Processor cores	Specify		
4	Memory	Specify		
5	SAS Adaptors	Specify		
6	Logical Partitions	Specify		
7	HDD	Specify		
8	Optical Device	Specify		
9	Tape Drive	Specify		
10	Network Interface	Specify		
11	FC Interface	Specify		
12	Slots	Specify		
13	Disk Bays	Specify		
14	Ports	Specify		
15	Power Supply	Specify		
16	Fans	Specify		
17	Form factor	Specify		
18	Chassis	Specify		
19	Operating System	Specify		

Tape Library

Sl.No.	Component	Specification	Remarks, if any
1	Tape drive	Specify	
2	Slots	Specify	
3	Barcode	Specify	
4	Full automation	Specify	
5	Host Platform support	Specify	
6	Power Supply	Specify	
7	Fan	Specify	

Storage

Details of Storage System is to be supplied.:

SAN/Storage Specifications etc.

Sl. No	Particulars	Description of Your Offer make, model & part no,	Compliance (Yes/No)	Quantity number of devices
1	The bidder has to provide details separately for primary location and secondary location			
SAN				
1				
2				
<u>SAN SWITCH</u>				
1				
2				

Other Hardware components

(e.g. Server RACK, Load Balancer, Switches etc.)

Sl.No.	Software	Version	License qty	Product Code	Remarks if any
1	Specify				
2	Specify				
3	Specify				
.					
.					
n					

API specs of the Middleware-Gateway Solution:

Sr No	Key Components of Middleware API Specification	Description
1	Endpoint Definitions	
2	Methods & Operations	
3	Request Response Structure	
4	Authentication And Authorization	
5	Error Handling	
6	Data Transformation Logic	
7	Communication protocol	

Other software/ licenses

(e.g. web, Application, Database, Backup and Storage Software etc).

Sl.No.	Software	Version	License qty	Product Code	Remarks if any
1	Specify				
2	Specify				
3	Specify				
.					
.					
n					

Note: -

- Bidder should add more rows as per the Hardware/Software Requirements.
- Bidder should provide a separate document as part of technical Bid submission on the rationale behind the hardware sizing (formula/logic out of the TPS shared by Bank)
- No. of physical cores is to be factored considering the latest Intel Xeon 6 processor else the processor name is to be clearly mentioned by the bidder
- Separate row for each Application/Database/Software/Utility/Tool/ Container platform, each location (DC & DRC) and UAT.
- Additional resources (Core and Memory) are to be factored for various security and monitoring agents/tools to run in OS like: HIPS, HEAL, Application Whitelisting etc.
- Storage requirements for data archival and Back-up to be mentioned separately in above table.
- Hardware, Software provisioned for UAT/ Pre-Production, Production and MIS environment should be delivered to Primary DC site and Hardware, Software provisioned for DR should be delivered to DR site. In case bidder delivers any ITEM at other site. It will be bidder responsibility to arrange movement of component to correct site at no additional cost to Bank.
 - The solution should be configured in high availability mode with no single point of failure.
 - UAT setup shall be at DC only and accordingly requisite software/hardware/HSM etc should be factored.
 - Bidder has to integrate with our bank's various applications viz. CBS, Internet banking, Mobile banking, UPI, Payment gateway etc.
 - Console should be provided to access any server.
 - Back-to-back OEM support for hardware/software/Database/OS/licenses for the period of contract.
 - Server/hardware should be HBA RAID etc. (specification)
 - RACK, cabling and other requisite infrastructure should be provided by bidder at DC and DR for entire contract period.
 - Utilisation of Hardware/Device/storage/Tape Backup etc. should not be more than 70% at any given point of time

120. Annexure 31 - Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"

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

Date: _____

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

Subject: RFP GEM/2026/B/7372847 - Compliance Certificate with respect to Chapter II para 4c of RBI's "Master Direction on Outsourcing of Information Technology Services"

Sir,

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

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

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

Authorized Signatory Name:
Designation:
Email and Phone

121. Annexure 32 “Format for Credential Letter”

(For Bidder)

Date :

To,

General Manager (IT),

Central Bank of India,

DIT, Sector 11,

CBD Belapur,

Navi Mumbai – 400614

Sir,

Sub: Tender No. **GEM/2026/X/XXXXX**

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

It is certified that the *(Choose appropriate Line Item/s)* _____ have Supplied & implemented the following Components *(Line Items)*-

- 1.
- 2.
- 3.

in our Scheduled Commercial Bank / BFSI / NBFC / PSU *(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:

(Please note: the company can share the credential letter over mail, in the above given format only)

Dated- 10/04/2026

CORRIGENDUM -1

(Tender Reference No. GEM/2026/B/7372847)

In reference to the Request for Proposal (RFP) for **Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India dated 18/03/2026**, all interested bidders are hereby informed that the Changes/Clarifications/Revisions/Addendum as per **Corrigendum-1** are to be taken into account for bid submission. Bidders are requested to note and comply accordingly.

SN	Page	Details/Original Clause	Clarification/Change
1.	17	Sl. No. 1 of Part C Financial,1 Eligibility Criteria- The Bidder should have valid registration as a Telecom-operator/RTM (Registered Tele marketer) with TRAI	As per present guidelines, Telemarketer registration is done through telecom operators and same will also be considered.
2	116	Annexure 2 - Masked Commercial Bid (BOM) along with technical bid	The separate line item for 9 FM Resources including at least 1 L2 and 1 L1 Resource from Middleware OEM has been added in Commercial Bill of Material (Revised Annexure-2) & the same will be considered for TCO. Accordingly, the clauses mentioned in RFP regarding FM resources to be deemed considered modified to this extent.
3	168	119. Annexure 30 I. Facility Management	Table for FM resources is deleted as same has been incorporated in (Revised Annexure-2)
4	74	Point No 20. Payment Terms	In addition to existing Payment Terms, additional payment item of FM resources is added, and payment will be made monthly in arrears. Remaining all terms and condition are same. Bidder has to have Back to Back arrangement with telecom operators for providing logs and other details as and when required by the Bank.

SN	Page	Details/Original Clause	Clarification/Change
5.	75	Point No 20. Payment Terms Bidder should also share the Operator's SPOC details (name, designation, contact no., e-mail ID). Bank may validate and verify the report with operator as and when needed.	Kindly read it as given below. Bidder should also share the Operator's SPOC details (name, designation, contact no., e-mail ID). Bank also validate and cross verify the report with operator.
6	75	Point No 20. Payment Terms Successful bidder should produce operator validated data every month along with the invoice in below format.	Kindly read it as given below. Invoice Submission and Verification: RTMs / TMs shall submit invoices only after matching delivery reports with the telecom operator's records and should be certified by the competent authority not below the rank of General Manager or Equivalent. Certificate should include template wise delivery count. Bank reserve the right to CROSS verify the delivery reports for the accuracy with the telecom operator. Any invoice produce without such confirmation certificate from the Telecom operator tantamount for rejection. Successful bidder should produce operator validated data every month along with the invoice in below format.
7		For Database License	In case database is Oracle of the Middleware solution. Bank will provide license, However bidder has to arrange for support for the same.
8	174	121. Annexure 32 "Format for Credential Letter"	121. Annexure 32 "Format for Credential Letter/certificate from client"

SN	Page	Details/Original Clause	Clarification/Change
9	14	Last Date and Time submission of Bids- Existing timeline: 18/04/2026 up to 15:00 hrs.	Revised timeline: 24/04/2026 up to 15:00 hrs.
10	14	Time & Date of Opening of technical bids Existing timeline: Date- 18/04/2026 at 15:30 hrs.	Revised timeline: 24/04/2026 at 15:30 hrs.

-----X-----

Revised Annexure 2 - Masked Commercial Bid along with technical bid

The Commercial Bid format is as under: (The Bidder is required to update the masked commercials in the following format)

SR	Particulars	Indicative Projected Volume in 3 years (In crore) (A)	Unit Rate (In ₹) (B)	Total cost 3 years (In ₹) (C=A*B)	Applicable GST on Column C(D)	Total cost including GST for 3 years (In ₹) E=(C+D)
1	Cost of Transactional SMS-Domestic	5,347				
2	Cost of Transactional SMS- International	0.31				
3	Cost of OTP SMS-Domestic	134				
4	Cost of OTP SMS-International	0.065				
5	Cost of Whatsapp Push (Marketing)	24				
6	Cost of Whatsapp Push Notification (Utility & Service)	23				
7	Cost of Email Notification cost	36				
8	Cost of Voice Message/Alert -Domestic	18				
9	Cost of Voice Message/Alert - International	2				
11	Cost of RCS	32				
10	Cost of Web/App Notification (One time implementation cost, no recurring charges)	10 (In Number)				
12	Cost of Server Rental for Missed call alerts solution.	50 (In Number)				
13	Cost of premium Missed call numbers for Missed call alerts solution (One time implementation cost, no recurring charges)	50(In Number)				
14	Cost for Short Code (For contract Period) (One time implementation cost, no recurring charges)	100 (In Number)				
15	Cost of Virtual Mobile number (VMN) / Long Code (For contract Period) (One time implementation cost, no recurring charges)	100 (In Number)				
16	Customization charges for per man-day	1000(In Number)				
17	*FM Resources including at least one L1 and one L2 of Middleware OEM resource	9 (No of Resources)	xxx			
	Total Cost of Ownership (TCO)					

Cost of Middleware (Hardware, Software, Database, Licence, customization, development, maintenance, integration, compliance, cable, rack, switch etc.) should be included in SMS and related service Charges (As mentioned in above table). If database is Oracle in Middleware solution, Bank will provide license, however bidder has to arrange for support for the same.

Please note: Ownership of Hardware, Licence, other components and insurance should be in the name of Bank only.

*Bidder to provide the year-wise cost bifurcation of FM resource

FM resource	Quantity	Unit cost Year1	Cost of resources Year1	Unit cost Year2	Cost of resources Year2	Unit cost Year3	Cost of resources Year3	Total	GST	Total cost with GST
L1	7									
L1(OEM)	1									
L2(OEM)	1									
Total Cost for 9 resources for 3 years.										

- k. The number of SMS are indicative (based on previous utilization and future projection). This is for the purpose of TCO calculation only, however actual number of SMS will vary as per Bank's requirement & usage. The payment will be released on an actual basis considering unit cost for SMS.
- l. Onsite Support for the solution will be 24x7 in 3 shifts per day.
- m. Any implementation / integration charges should be included as part of the SMS charges.
- n. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only without any additional cost to the Bank.
- o. If the cost for any line item is indicated as zero / blank, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- p. Bidder should factor Hardware, Software and other component along with licence and 24X7 support.
- q. Audit compliance of RBI,Bank,DoT,TRAI and other Regulatory guidelines should be completed as per Bank guidelines without any cost to Bank.
- r. Implementation, Integration, delivery, maintenance without any other cost to Bank during entire contact period.
- s. The Customization charges are to be submitted for the 3 years period for 1000 man-days subject to Bank discretion, however the payment will be made on actual usage. If man-days usage crosses beyond 1000 Man days, any additional man-days will be factored separately (as per quoted rates) and accordingly additional PO will be issued. Bidder shall implement any future regulatory/ statutory requirement and any new additional functionality without any additional cost to the Bank.
- t. The efforts being put in for customization should be justified by the Bidder through the FPA (functional point analysis) method and approved by Bank's internal effort estimation committee.
- u. **Invoice Submission and Verification: RTMs / TMs shall submit invoices only after matching delivery reports with the telecom operator's records and should be certified by the competent authority not below the rank of General Manager or Equivalent. Certificate should include template wise delivery count. Bank reserve the right to CROSS verify the delivery reports for the accuracy with the telecom operator. Any invoice produce without such confirmation certificate from the Telecom operator**

tantamount for rejection.

v. Successful bidder should produce operator validated data every month along with the invoice in below format.

SMS Header	Total Number of SMS	Operators				
		Airtel	VIL	Jio	BSNL	Other

Bidder should also share the Operator's SPOC details (name, designation, contact no., e-mail ID). Bank also validate and verify the report with operator.

Date
Place

Seal & Signature of the Bidder

Pre-bid Queries Responses:

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
1	8	Eligibility Criteria (Financial)	Regarding Point No. 1: Please consider allowing an MSME exemption for the turnover requirement. We have received this exemption in other tenders also, and its inclusion here would allow for broader competition.	No Change
2	8	Experience & Support Infrastructure	Regarding Point No. 2: Could you please clarify if a bidder who is not an RTM is eligible to participate in this tender?	No Change
3	8	Experience & Support Infrastructure	Regarding Point No. 5: If possible, please adjust the requirement to include experience with private organizations for an average of 90 lakh SMS per day. Additionally, we request the removal of the minimum branches clause.	No Change
4	8	Experience & Support Infrastructure	Regarding Point No. 7: Please clarify if the experience with 13 regional languages must be within a single order or can be across multiple orders. Furthermore, please confirm if experience with private organizations will be considered.	No Change, Please be guided by clause 2.1 C Point 7
5	8	2.1 Eligibility criteria / pointer 5 - Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients.	Client do not provide the certificate mentioning the volume and value due to there internal policies instead please allow to share invoice SMS count summary for last six months to fulfil the volume execution clause and for performance all either for Letter or Email form customer end.	Clarification. Please refer Corrigendum
6	14	Bid Security (EMD) - An amount of ₹ 6.74/- Crores (₹ Six Crore Seventy Four Lakhs only) in the form of Bank	In this regard, we would like to highlight that the procured quantity as per the RFP for a period of three years is approximately 5.5 crore transactions per day on average; however, the current traffic is only around 2 crore transactions per day.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		Guarantee issued by a scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code- CBIN0283154) with narration Tender ref no GEM/2026/B/7372847 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.	Further, as per the RFP floated by State Bank of India (Ref. No. SBI/GITC/Platform Engineering-II/2024/2025/1216 dated 11.10.2024), the estimated volume is approximately 27 crore transactional messages per day, against which the Earnest Money Deposit (EMD) requirement is only ₹2 crore. In contrast, Central Bank of India has stipulated an EMD requirement of ₹6.74 crore for an average volume of approximately 2 crore transactions per day. This indicates a significant disparity between the EMD requirement and the estimated transaction volumes. Therefore, we kindly request you to reduce the EMD requirement so that it does not pose a hurdle for the participants.	
7	14	2.1 / InvitationVolume Projections & Commercial Risk	The RFP mentions large SMS and omni-channel volume projections over the contract period. Please clarify whether these volumes are indicative estimates only or if the Bank is committing to any minimum volume. In case actual volumes are significantly lower than projected, will any commercial protection or price re-alignment be considered for the bidder?	No Change
8	16	Sl. No. 1 of Part B Financial, 2.1 Eligibility Criteria- The Bidder must have registered annual turnover of Rs. 500 Crores or above from Indian Operations only	In this regard we request you to kindly modify the clause to: The Bidder must have registered Average annual turnover of Rs. 250 Crores or above from Indian Operations only during the last three completed financial years – FY 2022-23, 2023-24 & 2024- 25	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		during the last three completed financial years – FY 2022-23, 2023-24 & 2024-25.	Reason for Change: 1. The RFP floated by the Central Bank of India vide Ref. No. CO:DIT:PUR:2021-22:333 dated 1st July 2021, for similar services, specified a turnover requirement of ₹100 crore from only two financial years, with an approximate traffic volume of 0.67 crore transactional messages per day. After five years, the volume mentioned in the current RFP has increased to approximately 2 crore transactional messages per day, reflecting nearly a threefold increase. However, the turnover requirement has been increased by five times compared to the previous RFP, which appears disproportionate to the growth in volume. 2. Requesting to consider the average turnover instead of Annual as considering average turnover over the last three financial years provides a more accurate, fair, and stable assessment of a bidder's financial capacity and ensures wider competition without compromising project quality. 3. Also, the RFP floated by State Bank of India vide ref. no. SBI/GITC/Platform Engineering-II/2024/2025/1216 dated: 11/10/2024 with the estimated volume of approx. 27 Crore transactional message per day looking for the average turnover of minimum Rs. 150 Crore during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23 and FY 2021-22. Therefore, requesting you to kindly do the needful and modify the same.	

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
9	16	General Query	Please provide the traffic bifurcation of the channels · Whatsapp – Utility, Service messages· Email with attachment & without attachment and pls specify the attachment size· Web & App Push notification	No Change, Please refer page 116 for indicative projected volume.
10	16	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.	In this context, we kindly request that the minimum existence tenure requirement may also be reduced from 5 years to 3 years, to ensure alignment with the experience criteria and to enable participation from capable and emerging organizations.	No Change
11	17	Turnover criteria: Rs. 500 Crores or above from Indian Operations during FY 2022-23, 2023-24 & 2024-25.	We request the Bank to kindly relax/modify this criterion to allow bidders with an average annual turnover of 160 Crores during the last three financial years, to enable wider participation and fair competition.	No Change
12	17	2.1 Eligibility Criteria C. Experience & Support Infrastructure S. No. 1: The Bidder should have valid registration as a Telecom-operator/RTM (Registered Te - Registration Certificate with TRAI must be submittedlemarketer) with TRAI.	Telemarketer Registration is done by Telecom Operators and not by TRAI anymore. We will submit Telemarketer Registration Certificate received from Telecom Operators for compliance. Please allow.	Clarification. Please refer Corrigendum

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
13	17	Section 2.1 – Eligibility Criteria, B. Financial, Clause 1 The Bidder must have registered annual turnover of Rs. 500 Crores or above from Indian Operations only during the last three completed financial years – FY 2022-23, 2023-24 & 2024- 25.	We respectfully request the Bank to kindly revise this turnover criteria of annual turnover of Rs. 500 Crores to Annual Turnover of 190 Crores for the last three financial years, or Average Annual Turnover of Rs. 250 Crores for the last three FY. Or to Consider FY 2023-24, FY 2024-25 and FY 2025-26 (unaudited / CA certified) instead of FY 2022-23, 2023-24 & 2024-25, as FY 2025-26 is the latest financial year relevant to the current tender period. Further, we request that the turnover requirement be modified to 250 Crores+ during this 2023-24, FY 2024-25 and FY 2025-26 financial years, in place of the requirement of Rs. 500 Crores in each year. This will enable wider participation of competent and experienced bidders while maintaining adequate financial capability. Further, as the GeM bid provides MSE Purchase Preference, however MSE the current turnover threshold of Rs. 500 Crores may effectively exclude otherwise eligible MSE service providers from participating.	No Change
14	17	The Bidder must have registered annual turnover of Rs. 500 Crores or above from Indian Operations only during the last three completed financial years – FY 2022-23, 2023-24 & 2024-25.	Request you provide the relaxation for MSE bidder.	No Change
15	17	The Bidder must have registered annual turnover of Rs. 500 Crores or above from Indian Operations only during the last three completed	In this context, we kindly request that the annual turnover requirement may also be reduced from 500 crores to 200 crores, to ensure alignment with the experience criteria and to enable participation from capable and emerging organizations. Also,	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		financial years – FY 2022-23, 2023-24 & 2024-25.	please clarify whether this turnover is for each of the financial years or is it average annual turnover for the three financial years?	
16	17	The Bidder should have tie-up with minimum 3 major Telecom service providers (In terms of market share) in India for SMS and related services.	In this context, we kindly request that the tie-up requirement with telecom service providers may also be reduced from 3 to 2, to ensure alignment with the experience criteria and to enable participation from capable and emerging organizations.	No Change
17	18	Experience: Average 2 Crore SMSs per day in at least two Public/Private Banks with 1000+ branches.	We request you to amend: Bidder should have provided SMS Services with average 1 Crore SMSs per day in at least each one Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches.	No Change
18	18	2.1 Eligibility Criteria C. Experience & Support Infrastructure S. No. 5: The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP. -Completion certificate and Purchase orders from	As this RFP includes Middleware, please modify this clause to The Bidder should have provided SMS Middleware Solution with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP. Bidder to submit Experience certificate and Purchase orders/Agreements from Banks for having Implemented the SMS facility or a certificate from such Clients. This will ensure that bidders with similar experience participate in this RFP. Please allow us to share masked Agreement copies as few clients do not issue Purchase Orders.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients.		
19	18	2.1 Eligibility Criteria C. Experience & Support Infrastructure S. No. 6: The Bidder should have b) Capable of sending voice messages (if email ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost.	We understand that charges for utilized channel used for failure shall be paid by Central Bank.	No Change

20	18	Sl. No. 5 of Part C Experience & Support Infrastructure, 2.1 Eligibility Criteria: The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP.	In this regard, we kindly request you to modify the clause to: The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least one Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP. Therefore, requesting you to kindly remove the requirement of Completion Certificate if it is ongoing. Reason for Change: 1. Requiring experience with two banks instead of one significantly narrows the pool of eligible bidders. Many technically capable and financially strong service providers may have successfully handled high volumes with one large bank but get excluded due to this condition. 2. Handling 2 crore SMS per day for even one large bank already demonstrates scalability, infrastructure robustness, and operational capability. Adding a second-bank requirement does not materially enhance assurance but creates redundancy in eligibility. 3. Public procurement guidelines emphasize maximizing participation and ensuring fairness. Relaxing this clause aligns with these principles by preventing overly restrictive conditions. 4. In several tenders floated by Public Sector Banks, experience is not limited to Banking sectors or banking transactional only. Since the technology, authentication mechanisms, and security compliances remain the same for both banking and non-banking sector, restricting eligibility solely to Government sector experience limits competitiveness without adding substantial value. Reference of other tenders floated by Public Sector Banks: 1. State Bank of India - SBI/GITC/Platform Engineering-II/2024/2025/1216 2. Canara Bank- Gem Ref. no.: GEM/2024/B/5494355 3. Indian Bank- Bid Ref: GEM/2025/B/6951257 dated 01.12.2025 4. Bank of Baroda- Bid No: GEM/2025/B/6026403 dated 07 March 2025; Addendum & Clarifications dated 27th March 2025 Therefore, requesting you to kindly consider our change request.	No Change
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Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
21	18	Sl. No. 5 of Part C Experience & Support Infrastructure, 2.1 Eligibility Criteria: Should have provided multilingual (13 Regional Languages or more other than English) SMS facility in at least one Central/ State Govt./ PSU /public / private commercial sector Banks in India during the last three years.	In this regard, we request you to kindly revise the criteria as follows: "Should have provided multilingual SMS facility in 10 or more regional languages (other than English) to at least one Central/State Government/PSU/Public/Private Sector Bank in India during the last three years." This request is based on the fact that most banks typically utilize 5–10 regional languages for communication, and even government departments generally operate within a similar range. Further, we would like to confirm that we possess the capability to support a higher number of languages and can demonstrate the same during the technical evaluation, if required.	No Change
22	18	Section 2.1 – Eligibility Criteria, C. Experience & Support Infrastructure, Clause 4 The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas telecom-operators to cater to our Non-Resident Customers. Also have arrangements for E-mail, Voice Services and Web/ App/ WhatsApp notification, RCS (Rich	As per our understanding we need to provide the Undertaking on letter head against this.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		Communication Services) notification and campaign Services to Overseas telecom-operators to cater to our Non-Resident Customers.		
23	18	Section 2.1 – Eligibility Criteria, C. Experience & Support Infrastructure, Clause 5 The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP.	We request the Bank to kindly revise this clause of average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India to at least one (1) Public Sector / Private Sector Bank / BFSI entity in India, also consider the Govt/PSU clients. Further we request to allow submission of Work Orders / Purchase Orders / Agreements / Contract Copies as documentary evidence for compliance under this criterion, in lieu of mandatory completion / client certificates, in Banking cases as such certificates are often difficult to obtain within the bid timelines.	No Change
24	18	The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches.	Request you give the relaxation to the MSE bidder as per market standard if you allow the relaxation then you will get more competitor.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		The solution offered should be currently running successfully as on the date of RFP.		
25	18	The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches. The solution offered should be currently running successfully as on the date of RFP.	We respectfully request that the scope of eligible experience be expanded to include Private Sector organizations as well. This would allow bidders to demonstrate their capability through engagements with reputed and credible private enterprises, thereby fostering wider participation while maintaining quality standards. Also, reduce the number of banks to 1 bank, either Private or Public.	No Change
26	19	point d of Sl. No. 11 of Part C Experience & Support Infrastructure, 2.1 Eligibility Criteria: The bidder should use their own "Middleware-Gateway Services" to deliver the messages to the SMSCs directly. The bidder must have its own	In this regard, we would like to highlight that typically only cloud service providers own and operate Level III/Tier III Data Centres (DC) and Disaster Recovery (DR) sites, while most bidders utilize third-party DC/DR infrastructure. Therefore, we request you to kindly consider and allow the use of third-party DC and DR facilities, provided they meet the required Tier III standards and necessary compliance requirements.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		Level III/Tier III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end.		
27	20	3 / Bid SecurityEMD Refund Timeline	The RFP requires an Earnest Money Deposit (EMD) of INR 6.74 Crores, which is a substantial upfront commitment. Please confirm the exact timeline for refund of EMD to unsuccessful bidders, and whether the refund will be processed immediately after commercial award or only post contract execution.	No Change
28	20	4 / Performance Bank GuaranteePBG Validity & Exposure	The Performance Bank Guarantee is required to be valid for 54 months irrespective of actual contract tenure. Please clarify whether the PBG validity can be made co-terminus with the contract (including extensions, if any), to avoid extended financial exposure beyond the service period.	No Change
29	21	6. Contract Period	The selected Bidder is required to make considerable investments in execution of the project. As such termination for convenience by the customer will make bidder to suffer significant losses . As such we request to delete termination for convenience by customer.	No Change
30	21	7.2	Please confirm, is there migration of the current chatbot included in the solution.	No Change Please refer RFP page no .27

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
31	21	The Bank desires to implement a top-class solution for SMS and related services which includes Middleware-Gateway with 24x7x365 availability. The Bank proposes to procure a robust, reliable and feature-rich solution to deliver SMS and related services to customers on real time basis. Approximately, 60 crore transactional messages are being sent every month for the customers of Central Bank of India. Messaging Platform provided by the bidder must include following features: - a) SMS service (Including PUSH, PULL, VMN, Short/long code and Voice Services) b) E-mail service c) WhatsApp services including WhatsApp Banking (Chatbot) d) RCS (Rich Communication Services) e) Voice Alerts	As per our understanding, the successful bidder shall provide a middleware solution with respect to SMS services only. For other services such as Email, Voice, WhatsApp, and RCS, the bidder shall provide cloud-based solutions.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		f) App and Web push Notifications g) Missed call services like Missed call Balance Enquiry, Mini Statement, Debit Card Hot listing etc. h) Middleware services etc.		
32	21	Scope Understanding	As per our understanding, Bank requires a unified communication platform where middleware acts as a central system with one common API (not separate APIs per channel) and routes messages internally across channels/vendors. Kindly confirm our understanding.	No Change
33	21	6 / Contract Period Termination for Convenience – Commercial Safeguard	The Bank reserves the right to terminate the contract for convenience with 90 days' notice. In such an event, please clarify whether unrecovered capital expenditure, prepaid licenses, and other sunk implementation costs incurred by the bidder will be compensated or appropriately amortized.	No Change
34	22	Section 7.2, 7.10, 7.13: On-premise deployment at DC & DR. Bidder to provide full infra (HW, SW, licenses).	The RFP mandates on-prem deployment; would the Bank consider a hybrid model where: Core messaging gateway is on-prem and Campaigning/analytics layer securely hosted (VPC/private cloud)?	No Change
35	22	Broad Scope of Work : Middleware to be considered separately	Request to Segregate the Middleware requirement also in commercial quote format	No Change
36	22	7.2.5 - It is responsibility of the successful bidder to migrate the complete existing data to the proposed solution in collaboration	Please make two amendments 1) Vendor should not held responsible for the integrity of the data. 2) Because the contract period is of 3 years, vendor will be providing the storage capacity for handling 3 years of data, rest of the data will be stored in the storage	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		with existing vendor. The successful bidder has to migrate and retain existing data in the Middleware-Gateway as per Bank policy.	provided by Bank else please add the line item in the commercial BOQ for handling the data out of contract period	
37	22	3	Regarding reporting instances in the DC site. Is this referring to the DR site not having reporting?	No Change
38	22	b. The missed call Banking/SMS Banking service can be a standalone solution or can be a part of Middleware-Gateway solution	As per our understanding, missed call services as well as pull services can be offered as standalone solutions. Kindly confirm if this understanding is correct?	No Change, Please refer page no. 22 Point 2
39	22	section 7.2 point 2	The solution provided by the Successful bidder will be on-premises solution.	No Change
40	22	section 7.2 point 4	Bank requires the solution at DC and DR location of the bank. The present location may change, in such case Successful bidder need to make the solution live at new locations. The shifting of hardware from old location to new location will be facilitated by Bank, however Successful bidder needs to support the application related activities during such migration.	No Change
41	22	section 7.2 point 5	It is responsibility of the successful bidder to migrate the complete existing data to the proposed solution in collaboration with existing vendor. The successful bidder has to migrate and retain existing data in the Middleware-Gateway as per Bank policy.	No Change
42	22	9. It is responsibility of the successful bidder to maintain Recovery Point Objective (RPO) and Recovery Time	Kindly specify the expected RPO & RTO for the Middleware-Gateway solution as per Bank policy.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		Objective (RTO) for the Middleware-Gateway solution as per Bank policy.		
43	23	Section 7.2: 20. Standard integration methods like API.	Is there an API gateway standard already in use?	No Change, details will be shared with successful bidder
44	23	7.2 Broad Scope of Work 17.	We understand that as SMS services are specifically telecom services, therefore, any RBI related compliance for SMS services ma not be applicable.	No Change.
45	23	7.2. 22. For International SMS Delivery, bidder should have to ensure message are delivered to international mobile no. as well as on Indian no on international roaming.	We need INTL country list for INTL message delivery	No Change,will be shared with the successful bidder
46	23	Point 11 of Clause 7.2 Broad Scope of Work: The successful bidder will be responsible for the migration of the data of SMS and related services from the existing service provider to proposed solution and it is responsibility of the successful bidder to provide the data/logs (including migrated data) to the Bank as and when	Please confirm the size of the data and the storage/retention policy applicable to this data. Specifically, clarify whether the data retention period should be considered as 3 years from the date of storage or for a longer duration.	No Change. Please refer page 56 7.20 Detailed Solution requirements and page 33

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		required during the entire contract period.		
47	23	Point no. 19 of Clause 7.2 Broad Scope of Work "The bidder will use the standard integrations methods like API to integrate with Bank's applications. The Middleware-Gateway should use unique identifier to differentiate the integrations between different applications. Following indicative integration interfaces are as under: - a) HTTPS (with and without XML support). b) SMPP c) File upload interface to all user departments for sending SMSs in bulk or individual. d) Graphical data mapping - Rapidly create REST APIs and use graphical	Kindly confirm if DB-DB connectivity shall be required by the bank for processing the messages for across channels.	No Change. Details will be shared with successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		data mapper capabilities for the transformation of JSON messages e) ISO/file-based data exchange. f) Any other interface capability."		
48	23	Point no. 22 of Clause 7.2 Broad Scope of Work For International SMS Delivery, bidder should have to ensure message are delivered to international mobile no. as well as on Indian no on international roaming.	Kindly confirm the list of countries to which International SMS services are required to be delivered.	No Change
49	23	section 7.3 point 19	Should have the facility of online filtering of the DND numbers on real time basis.	No Change
50	23	7.2 / Scope of WorkGo-Live Definition & Billing Alignment	Please clearly define Go-Live for the purpose of billing — whether it is considered on a channel-wise basis or only after all communication channels (SMS, WhatsApp, RCS, Voice, Email, Push) are fully operational. This clarity is critical to avoid billing disputes.	No Change
51	23	7.2 / Scope of WorkDelayed Channel Rollout	In cases where certain channels are delayed due to Bank-side dependencies such as application readiness, approvals, or integrations, please confirm that billing will commence only for those channels that have gone live and are actively used.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
52	23	11. The successful bidder will be responsible for the migration of the data of SMS and related services from the existing service provider to proposed solution	Kindly provide more clarification on the existing data format & volume and any specific data migration method to be followed.	No Change
53	24	Section 7.3: Multilingual SMS using predefined rules.	Multilingual Accuracy: Does the Bank provide the approved translated templates for the 13 regional languages, or is the Bidder expected to provide automated/AI translation services as part of the middleware?	No Change, details will be shared with successful bidder
54	24	7.2 Broad Scope of Work 26.	Please note that as a TSP providing SMS services are regulated in nature, regular inspection is being carried out by our regulators TRAI and DOT. Therefore, we understand that such inspect shall not be necessary or required for SMS services. Please confirm.	No Change.
55	24	7.3 Bank's present SMS volumes are around 2 crore per day and monthly volume is 60 crores. The proposed solution should be capable of handling/ delivering SMS volume of 300 crores per month without any limitation or capping i.e. minimum 10 crore SMS per day and there should be no restriction for maximum capacity. These volumes are only estimated as per present	Need details about this since as per 60 cr per month then this should be around 700 cr per year whereas first year it is mentioned 1200 cr. Need to dimension the hardware accordingly	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		projections (YOY growth). SMS volumes growth attached as below; however, Bank does not guarantee these volumes of business.		
56	24	Point no. 24 of Clause 7.2 Broad Scope of Work It is responsibility of the bidder to provide the Distributed ledger technology (DLT) services to the Bank without any additional cost to Bank . The service will include but not limited to header/template registration and management etc.	"As per our understanding, the bidder will assist the bank in header and template registration and management. However, the DLT portal subscription and renewal costs shall be borne by the bank, as it is owned by the bank. As a telemarketer, we do not have control over this process, as it is governed directly between the bank and the telecom operators. Kindly confirm"	No Change. Details will be shared with successful bidder.
57	24	7.3 / SMS ServicesSLA Dependency on Telecom Operators	SMS delivery SLAs are dependent on downstream telecom operators and international carriers. Please confirm that SLA penalties will be excluded for delivery failures that are attributable to telecom operators or carriers, where such failures are supported by operator-validated delivery reports (DLR).	No Change
58	24	24. It is responsibility of the bidder to provide the Distributed ledger technology (DLT) services to the Bank without any additional cost to Bank. The service will include but not	As per the TRAI Regulations, the Distributed ledger technology (DLT) services are handled at the Telcom Operator level. There is no provision for managing the DLT services at the Bidder side. Kindly reconsider this clause.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		limited to header/template registration and management etc.		
59	25	7.3 SMS Services - OTP Message: OTP SMS are to be delivered to the mobile handset within 10 seconds and transactional SMS within 30 seconds in normal situation.	We request Bank to modify the clause as below: "OTP SMS are to be delivered to the mobile handset within 15 seconds and transactional SMS within 30 seconds in normal situation."	No Change
60	25	7.3.12 The Bidder shall send SMS/Voice messages to customers strictly in accordance with the message templates approved and shared by the Bank. Any unauthorized message, false SMS/Voice message, or deviation from the approved templates shall be solely attributable to the Bidder, and the Bidder shall be fully liable for all consequences, including regulatory, legal, and financial implications arising therefrom.	Bank to remove this clause since only whitelisted template on the DLT will be pushed through SMS. For Voice, the script/recording will be validated internally within the bank's team, post the approval, then only the voice calls will be made to customers. Will this suffice the requirement?	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
61	25	7.3.14 The Successful bidder should provide facility to download delivery status/SMS logs for entire contract period in readable format.	The LIVE data on the dashboard is 90 days to optimize the performance of the dashboard, rest of the data stored in the DB and can be made available on the request basis. Kindly accept & provide deviation accordingly	No Change. Data should be available to Bank on demand without delay.
62	25	Point no. 8 of Clause no. 7.3 SMS Services: All incoming messages should be delivered to Bank's System within 5 seconds of receipt of the message at Bidder's server.	We are compliant with the requirement; however, the SLAs should exclude bank-side webhook latency wherever applicable. We will hand over the message to the bank's webhook immediately upon receipt from the operator. Kindly confirm our understanding.	No Change
63	25	Point no. 9 & 10 of Clause no. 7.3 SMS Services: Bidder must ensure message whose contents exceeds 160 characters should be delivered as a single message on receiver's handset.	Yes, we support multipart messages. In such cases, the Bank will be charged per message part, with each part consisting of up to 153 characters and Yes, we support multipart messages. In such cases, the bank will incur charges per message part, with each part comprising up to 67 characters for vernacular language.	No Change. Refer page 25 clause no 7.3

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
64	25	Point 16. SMS campaigns/Bulk SMS, clause 7.3 SMS Services: point a. Bank shall do periodic SMS campaigns for which SMS in bulk has to be sent to the customers. Point c. he Bidder should provide API facility for campaigns also have facility to collect data over sftp or needs to be collected from the Bank's concerned department.	In this regard, we would like to highlight that no quantity has been specified in the BOQ for Promotional SMS or campaign-related messages. We kindly request you to include a separate line item for Promotional/Informational SMS in the BOQ to enable accurate pricing and evaluation. Also, Kindly confirm if SFTP location shall be provided by Bank or it shall be owned by the bidder	No Change. Details will be shared with successful bidder.
65	25	Point 5 of Clause 7.3 SMS Services: Facility to automatically send the SMS using alternate channels as decided by Bank including voice and other channels, in case the SMS channel is not able to send the message.	Kindly confirm whether, in case of SMS delivery failure, the message should first undergo automatic retry attempts on the SMS channel or be immediately routed to alternate channels (such as voice or other channels) as per the Bank's configuration.	No Change, details will be shared with successful bidder
66	25	7.3 / SMS Services International SMS Pricing Basis	Please confirm whether international SMS commercials will be evaluated and billed on a country-wise basis or aggregated region-wise. This clarification is required to align cost modeling with operator rate cards and avoid ambiguity during billing. Please provide countrywise list to share the commercials.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
67	25	4. Facility of Automatic Retry of the SMS in case of non-delivery.	As per the Telcom architecture, the Operators are already having their own retry mechanism. So enabling retry at bidder end, it will involve extra cost. Moreover in case of late delivery report update by the operator, this will also lead to duplicate SMS to the recipient mobilenos. So, kindly reconsider this clause.	No Change
68	26	Section 7.3	The projected WhatsApp volumes in the commercial BOM appear significantly low relative to the Bank's scale — 4,600+ branches and 60 crore transactional SMS per month. Given RBI's encouragement of consent-based alternate channel delivery and DPDP compliance obligations, WhatsApp adoption will be material over the contract period. Query: Will the Bank review and revise the WhatsApp volume projections in the BOM to more accurately reflect anticipated adoption, so bidders can price and size infrastructure reliably?	No Change
69	26	7.3.17 a. Broadcast: This category of service must allow the Bank to send informational or promotional messages to all the customers. Some examples are change in the Interest rate, change in policy affecting customer, launch of new scheme and related activities	We will extend our middleware APIs to the source application for the trigger for sending the SMS. Kindly confirm the understanding.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		b. Schedule: This category of service must allow the Bank to send the message to its customers on a pre-defined schedule basis. Some examples are daily account balance, weekly delivery of account balance and related activities c. Events: This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are One Time Password, Balances below specified limit, Term Deposit maturity, loan EMI due date, payment receipt, any debit/credit transactions on the system and related activities		
70	26	7.3.19. Should have the facility of online filtering of the DND numbers on real time basis.	DND filtering is performed in real-time through DLT operator platforms, which maintain the centralized NDNC database. The Bidder ensures compliant message submission via DLT, along with optional internal suppression/blacklist support where applicable.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
71	26	7.3.29. SMS Security: The SMS messaging has some extra security vulnerabilities due to its store-and-forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The Bidder is required to take care of the security issues: a. Confidentiality of the SMS sent or received - Only the valid communicating parties can view the SMS b. Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration. c. Non-repudiation - no party can deny the receiving or transmitting the data communicating between them.	The Bidder ensures SMS security using secure connections (HTTPS/SFTP) and controlled access (IP whitelisting, login controls). Messages are protected from tampering through system checks, and all activities are tracked using logs, message IDs, and delivery reports. Security is ensured up to the telecom operator as per DLT and regulatory guidelines.	No Change

72	26	To finalize the optimal email solution for CBI, we need the following inputs: - Expected Monthly Volumes - OTP emails - Transactional emails (alerts, statements, notifications) - Marketing emails - Integration Preference with bidder - SMTP relay, or - API-based integration - Data Centre Location Please confirm where CBI's data centre is hosted. - Bulk / Compliance Communication Details CBI likely sends regulatory or compliance-driven communications to its entire user base. Please share: - Volume per send - Frequency (monthly / fortnightly / ad-hoc) - Average Email Size by Category - OTP emails - Transactional emails (alerts / statements) - Marketing emails For reference: Transactional alerts: 20–50 KB Statements: 200–500 KB (with attachments) Marketing: 100–300 KB - Delivery SLA Requirements For reference: OTP: <5 seconds Transactional alerts: <1 minute Statement emails: within 1 hour Please confirm CBI's expectations. - Template Creation Scope We will handle HTMLisation, template creation, and optimization for deliverability and rendering. CBI will need to provide content, images, and branding guidelines. Please confirm if this scope is aligned.	No Change ,Details will be shared with successful Bidder
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Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
73	26	Multi-Channel Delivery	In case of fallback mechanism (SMS → WhatsApp → Voice etc.), kindly confirm whether billing will be applicable for each attempted channel or only successful delivery channel.	No Change.Details will be shared with successful bidder.
74	27	Section 7.4–7.6	WhatsApp (Meta BSP) and RCS (Google RBM) pricing is revised periodically — typically quarterly — and is outside the bidder's control. Locking these at a fixed unit rate for 3–5 years creates commercial risk that will inevitably be priced in as a risk premium, ultimately increasing cost to the Bank. Query: Will the Bank consider allowing WhatsApp and RCS pricing on an actuals passthrough basis with a capped bidder margin — or alternatively, capped to Meta's transparently published list price	No Change
75	27	7.5.4 Existing Whatsapp services like Whatsapp Banking (Chatbot) should also be migrated from existing system.	Bank to share the LIVE chatbot flow, so that we can develop the same at our end. Also please confirm if the chatbot to be AI enabled or not? If yes, please add the cost line item in the commercial BOQ for supporting this requirement. 1. LLM Consumption cost per API call basis 2. Platform hosting fee on monthly recurring basis 3. One time setup fee	No Change.Details will be shared to successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
76	27	Point no. 5 of 7.5 WhatsApp notification services including WhatsApp Banking (Chatbot): WhatsApp campaign templates classification as Marketing or Utility: In case the message categorization selected by the Bank (utility) is getting changed at Meta's end, middleware platform/Bidder may suggest the keywords needs to be changed in the template so that the message is sent in the categorization (utility) selected by the Bank.	As per Meta policy, marketing messages are not categorized under utility messages. As a BSP, we can raise a direct support ticket; however, the final decision on whether a template is classified as utility or marketing rests with Meta.	No Change
77	27	Point 5 of 7.6 RCS (Rich Communication Services): The Bidder shall ensure fallback mechanism whereby in case RCS delivery fails or the customer handset/network does not support RCS, the message shall be automatically delivered through alternate channels such as SMS, as per Bank's configuration,	In case the RCS message contains an image or rich media content, the same cannot be delivered through SMS in the fallback mechanism. Kindly confirm how such scenarios will be handled, as SMS supports only text content and not images or rich media.	No Change, details will be shared with successful bidder

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
78	27	Existing Whatsapp services like Whatsapp Banking (Chatbot) should also be migrated from existing system.	Request bank to elaborate or share existing workflow along with SOW?	No Change, Details will be shared with successful bidder only.
79	27	Whatsapp campaign templates classification as Marketing or Utility: In case the message categorization selected by the Bank (utility) is getting changed at Meta's end, middleware platform/Bidder may suggest the keywords needs to be changed in the template so that the message is sent in the categorization (utility) selected by the bank.	Bidder may suggest the best practices when it comes to whitelisting templates under utility, but template categorization would be subject to meta's approval and guidelines	No Change
80	27	Different Whatsapp Nos. must be made available for different departments as and when required	We advise Bank to procure numbers themselves for direct Ownership, if required bidder can help bank to procure number as per the guidelines of DOT/TRAI	No Change
81	27	There should be auto re-try mechanism for failed message.	Request you to elaborate on retrial use case in detail	No Change, Details will be shared with successful bidder only.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
82	27	Bank shall do periodic RCS campaigns for which RCSs in bulk has to be sent to the customers. The Bidder should be able to send RCS messages to intended mobile no. of telecom service providers across the country and to international numbers	Could you please help us with the list of countries where bank intends to send RCS messages?	No Change, Details will be shared with successful bidder only.
83	27	The solution shall support template-based RCS messaging, and messages shall be sent strictly as per templates approved by the Bank and relevant regulatory authorities. Any deviation shall be treated as Bidder's liability.	Standard guidelines of Google/Operator for RCS template approval will be applicable	No Change
84	27	section 7.5 point 5	Whatsapp campaign templates classification as Marketing or Utility: In case the message categorization selected by the Bank (utility) is getting changed at Meta's end, middleware platform/Bidder may suggest the keywords needs to be changed in the template so that the message is sent in the categorization (utility) selected by the Bank.	No Change
85	27	7.5 / WhatsApp Services Meta Pricing Pass-Through	WhatsApp services are dependent on Meta's commercial and policy framework. Please clarify whether Meta conversation charges will be treated as pure pass-through costs or are expected to be absorbed within the bidder's quoted unit pricing.	No Change
86	27	7.5 / WhatsApp Services Policy & Pricing Change Impact	In the event of any changes to Meta policies, commercial rates, message categorization (Utility/Marketing), or regulatory guidelines, please confirm whether	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			these will be treated as Change-in-Law or Change-in-Policy events with corresponding commercial protection.	
87	27	7.6 / RCS Services RCS Platform Dependency	RCS delivery depends on Google, OEMs and telecom operator readiness. Please confirm that delivery failures or delays arising due to RCS platform limitations, handset compatibility, or OEM dependencies will be excluded from SLA penalty calculations.	No Change
88	28	7.6.10 The Bidder shall ensure data security and confidentiality, including encryption of data in transit and at rest, and ensure that no customer data is stored or processed outside India without prior written approval of the Bank.	Certain OEM's like google for RCS are operating and processing messaging services outside India. To suffice this requirement kindly provide deviation for Google RCS Services. bidder infrastructure is completely deployed with in Indian boundaries.	No Change
89	28	7.6.10 The Bidder shall ensure data security and confidentiality, including encryption of data in transit and at rest, and ensure that no customer data is stored or processed outside India without prior written approval of the Bank.	Need deviations for RCS Services since the data are being processed by Google which is outside the country	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
90	28	Point 10 of 7.6 RCS (Rich Communication Services): The Bidder shall ensure data security and confidentiality, including encryption of data in transit and at rest, and ensure that no customer data is stored or processed outside India without prior written approval of the Bank.	Kindly confirm whether bank requires API level encryption as well for processing the messages.	No Change. Kindly refer page 28 Point 10 of 7.6 RCS
91	28	Point 12 of 7.6 RCS (Rich Communication Services): The Bidder shall support scalability to handle high-volume RCS campaigns during peak periods such as regulatory alerts, festivals, or emergency communications without performance degradation.	Kindly specify the expected peak load that the bidder is required to support during high-volume periods.	No Change, details will be shared with successful bidder
92	28	Point 1 of 7.7 Voice Alerts: Besides the SMS and e-mail alerts Bank also intends to send Voice alerts to the customers. The solution offered should also have a provision to send Voice Alerts to the customer.	Please share the Use case against this requirement for better understanding.	No Change.Details will be shared with successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
93	28	Point 1 of 7.9 Missed Call services\ Long Code\Short code: Currently Bank is having multiple VMNs for missed call services and SMS based Pull SMS Services.	Kindly provide the total number of existing VMNs currently in use for missed call services and SMS-based Pull SMS services. Additionally, please confirm whether the Bank holds ownership of all VMN numbers or if they are owned by third parties. Further, kindly clarify who will be responsible for bearing the monthly/quarterly rental costs associated with the existing VMNs. This information will help us in accurately evaluating the overall cost. As per our understanding we shall be using bank's existing Short codes no new short codes are required.	No Change.Details will be shared with successful bidder.
94	29	Section 7.10: 1. Central Notification Platform.	Can middleware be an OEM platform or must it be custom-built?	No Change
95	29	7.9.7 Bidder should migrate existing API for SMS and Missed call facility being used by the Bank.	Need more details about the requirement	No Change. Details will be shared with successful Bidder
96	29	Point 7 of 7.9 Missed Call services\ Long Code\Short code: Bidder should migrate existing API for SMS and Missed call facility being used by the Bank	Please confirm the structure of Existing APIs.	No Change.Existing APIs will be shared with successful bidder.
97	29	Database & Licenses : 7.10 Middleware Service:	Kindly confirm whether Database and related licenses will be provided by the Bank or need to be included in bidder scope.	Clarification. Please refer Corrigendum

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
98	29	Infra Costing	Request Bank to allow separate line items for Infrastructure (Hardware/OS/Storage, etc.) as infra cost is significant and may not be feasible to bundle within per-message pricing. Alternatively, Bank may procure infra based on bidder sizing. Kindly clarify.	No Change
99	29	Delivery Reports (DLR) => (1) Submission Status Webhook–triggered when the vendor submits the SMS request to the telecom operator and the response is received from the operator.	Kindly provide more clarification on this point for what values to be passed to the client system	No Change
100	30	Section 7.10: 4. Integration with Bank Systems.	Expected number of source systems to integrate?	No Change, details will be shared with successful bidder
101	30	Section 7.10: 6. One Common API for All Channels.	For a single API across channels, is it acceptable if one unified API is exposed however, internally channels are handled by specialized engines?	No Change
102	30	7.10 / Middleware Services Routing Control & SLA Responsibility	If the Bank mandates message routing through a specific telecom operator or RTM for business reasons, please clarify whether SLA responsibility for delivery failures on such forced routes will still rest with the bidder or be excluded from penalty calculations.	No Change
103	31	7.10.10 Template Version History The system must maintain version history for all templates. Users should be able to view previous versions and roll back to an earlier version if	Need deviation in this requirement because OEM's of the respective channels doesn't support this feature. Telecom operator, DLT platform for SMS Meta for WhatsApp Google for RCS	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		required. This is important for audits and for correcting errors quickly.		
104	31	7.10.11 Personalized Message Content Templates should support dynamic/Variable fields such as customer name, account number, amount, or date. The system should automatically format values (such as dates or currency) and allow basic conditions (for example, different text for premium vs. regular customers). This ensures personalized messages without requiring changes in Bank systems.	Need deviation in this requirement since vendor is not allowed to make changes to the creative/verbiages which is to be sent to customer. Would request to please handle at the source application level responsible to trigger the message request while invoking the APIs. This clause is contradicting with the other clause of the RFP where it is being asked to send only whitelisted content. 7.3.12 The Bidder shall send SMS/Voice messages to customers strictly in accordance with the message templates approved and shared by the Bank. Any unauthorized message, false SMS/Voice message, or deviation from the approved templates shall be solely attributable to the Bidder, and the Bidder shall be fully liable for all consequences, including regulatory, legal, and financial implications arising therefrom.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
105	31	7.10.13 Automatic Failover for Reliability: If a message fails or is delayed with one successful bidder, the system must automatically retry using another successful bidder without any manual intervention. This should happen in real time, especially for critical messages like OTPs or alerts. The Bank should be able to define retry rules (for example, try a backup successful bidder if delivery is not confirmed within a few seconds).	Please confirm if bank is ok to send the OTP SMS after the SLA since the retrial failure with the backup vendor will add another 10 seconds to deliver the messages. by that time the OTP SMS will loose its relevance for the end user. Kindly remove this clause.	No Change
106	31	12	For SMS, it should integrate with the TRAI DLT platform to validate templates So that it get automatically attach the correct template IDs to messages. DLT platform does not provide the API for this.	No Change
107	31	section 7.10. point 13	Platform Routing and reliability · The platform must support sending messages through multiple Successful Bidder for the same channel (such as SMS). The Bank should be able to define simple rules to decide which successful bidder to use, based on factors like delivery performance, speed, or cost. For example, the system should automatically use AI/ML or static rules to select the successful bidder with the best delivery success or split traffic between successful bidders in fixed percentages (such as 70% via one successful bidder and 30% via another). The solution should have real time	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			Page 32 of 174 RFP for SMS Services - Tender No. GEM/2026/B/7372847 capability of distributing messages among RTM /TSP in a specified ratio within each category of messages depending upon the category/priority/application-wise SMS.	
108	31	section 7.10. point 13	Traffic analyser portal (user management & report panel) should be available for creation of users in which it should not have any limitation for user creation without any extra cost to Bank. Traffic analyser portal must fetch all messagedelivery details such as transactional, service, VMN missed call, VMN pull service and bulk SMS campaign logs and report needs to download. o In Traffic analyser (TA) portal, SMS & related service data should be made available for previous 10 years at any point of time.	No Change
109	31	7.10 / Middleware Services Middleware IP Ownership	Please clarify whether the bidder is allowed to deploy and leverage its pre-existing middleware IP, frameworks, and accelerators, or whether the Bank expects exclusive ownership of the middleware platform developed as part of this engagement.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
110	32	7.10.13 DLR: The Bidder shall maintain accurate records of message delivery status and delivery timestamps for all messages transmitted. In the event of any dispute relating to message delivery, the Bank shall have the unrestricted right to verify and validate such delivery directly with the concerned Telecom Service Provider (TSP). The Bidder hereby irrevocably acknowledges by submitting a self declaration letter to support the same and agrees to such right of verification by the Bank.	bidder as a vendor has no objections in bank reaching out the telecom operator and validating the delivery status. As per the agreement between bidder and Telcom operator, telecom operators are not obligated to share the logs related to SMS delivery of any client of bidder.	No Change
111	32	7.10.13 The SMS delivery infrastructure should be configured to prevent SMS routing through non-telecom-operator modes (e.g., grey routes).	bidder as SMS delivery vendor can confirm on the particular requirement but as a middleware provider we cannot confirm on the same because other vendors might use other grey route & they need to take care of such liability. Need deviation in this	No Change
112	33	Sr 13 Platform Routing and reliability - Traffic Analyser: In Traffic analyser (TA) portal, SMS & related service data should be made	We request Bank to modify the clause as below: "In Traffic analyser (TA) portal, SMS & related service data should be made available for previous 6 months on the portal, rest in DB"	No Change, data should be made available to the Bank on demand

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		available for previous 10 years at any point of time.		
113	33	7.10.13 The bidder should indemnify the Bank against any non-delivery complaints arising from non-telecom-operator SMS routing.	bidder as SMS delivery vendor can confirm on the particular requirement but as a middleware provider we cannot confirm because other vendors might use other grey route and they need to take care of such liability. Need deviation in this	No Change
114	33	7.10.13 Traffic analyser portal (user management & report panel) should be available for creation of users in which it should not have any limitation for user creation without any extra cost to Bank. Traffic analyser portal must fetch all message delivery details such as transactional, service, VMN missed call, VMN pull service and bulk SMS campaign logs and report needs to download. o In Traffic analyser (TA) portal, SMS & related service data should be made available for previous 10 years at any point of time.	Traffic Analyzer portal will be able to fetch only 3 years of data as per the contract period of the this RFP. In case bank want us extend the data to be stored for 10 years then bank has to provide extra DB Storage at their own cost to bidder	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
115	33	7.10.16 Data Validation & Optimization Before sending messages, the system should: · Validate phone numbers and emails · Optimize message length to avoid unnecessary costs · Prevent invalid or wasteful sends	· Optimize message length to avoid unnecessary costs Need deviation in this requirement since vendor is not allowed to make changes to the creative/verbiages which is to be sent to customer. Would request to please handle at the source application level responsible to trigger the message request while invoking the APIs. This clause is contradicting with the other clause of the RFP where it is being asked to send only whitelisted content. 7.3.12 The Bidder shall send SMS/Voice messages to customers strictly in accordance with the message templates approved and shared by the Bank. Any unauthorized message, false SMS/Voice message, or deviation from the approved templates shall be solely attributable to the Bidder, and the Bidder shall be fully liable for all consequences, including regulatory, legal, and financial implications arising therefrom.	No Change
116	34	7.10.17 Cost Estimation & Tracking: Before triggering a campaign, the system should give an estimated cost based on the number of recipients and channels chosen. After the campaign, it should also generate a cost report, so the Bank knows exactly how many SMS/WhatsApp messages were sent	Need deviation in this requirement. Middleware never know the price for other vendor connected for sending the communications. Middleware will always able to provide the usage of the channels.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		and what the spend was (these ties into invoice reconciliation as well).		
117	34	7.10.19 RTM/Telecom-operators should provide an additional API at their platform level, for fetching SMS MIS data for given mobile numbers and time period. The said API will be consumed over dedicated link or over internet. The specifications of such API will be finalised by the Bank. Require data of at-least past 2 year and date range should be configurable.	Our platform do support the data storage till for 90 days, is this suffice?	No Change
118	34	7.10.20 data is not acceptable under any circumstances. · Support for any upgrade activity pertaining to any hardware/OS/DB/middleware or any other infrastructure component at no extra cost with required modifications at the application/DB end.	Need deviation. Hardware required beyond the projections will be charged extra.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
119	36	7.10 Middleware Service 21. Security Standards Compliance:	1. Please note that with respect to the SMS services we do not require any personal data of the customer. Therefore, we understand that DPDP Act for SMS services shall not be applicable. 2. We are regulated by DoT/TRAI's directions/regulations therefore, any UIDAI, RBI related guidelines shall not be applicable for SMS services. 3. Since the services are limited to telecom-related activities, and SMS services fall under telecom rather than IT services, we understand that IT related clauses and compliances shall not be applicable for SMS services.	No Change
120	36	Mobile Number Revocation List (MNRL): In line with the latest RBI directives to prevent fraud, the system should integrate with the TRAI MNRL database. This allows it to check if a customer's mobile number has been recently deactivated or reported as fraudulent. The middleware should ideally do a lookup against MNRL (or the Bank's internal updated list) before sending sensitive information, and flag or block messages to numbers that are no longer owned by the original user.	As per our understanding, the MNRL data is maintained and published by telecom operators/regulatory platforms, and banks are required to consume this data for validation purposes. Therefore, please confirm whether the Bank will provide the updated mobile number list (derived from MNRL or internal processing) to the bidder, or whether the bidder is expected to integrate directly with the MNRL/DIP platform for real-time or periodic validation.	No Change.Details will be shared with successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
121	36	other Standards: Compliance with UIDAI (Aadhaar) guidelines (if applicable, e.g., if sending masked Aadhaar in SMS), IT Act and cyber security guidelines from RBI and CERT-In (e.g., supporting required encryption standards, incident reporting), and ISO 27001 principles for information security management should be ensured. The Bidder should ideally be ISO 27001 certified or follow equivalent security best practices. All cryptographic controls, network security controls, and BCP/DR processes in the solution should be at par with what the Bank uses internally	Please confirm whether the Bank requires masking of all such sensitive data, and whether this masking should be applied both at rest and in transit, including within reports.	No Change.Refer page 35 and 36 clause 21. Security Standards Compliance.
122	37	Section 7.10: 22. Customer Data Platform (CDP).	Does the bank already have a CDP or CRM?	No Change, details will be shared with sucessful bidder
123	37	Section 7.10: 22. Customer Data Platform (CDP).	Should middleware CDP act as primary or auxiliary system?	No Change, details will be shared with sucessful bidder

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
124	37	Section 7.10: 22. Customer Data Platform (CDP).	Does the Bank expect the middleware to act as a pure routing gateway, or a full orchestration + campaign + CDP platform?	No Change, Please refer Page no. 29 section 7.10 Middle ware services
125	37	Section 7.10: Consent Management module.	For consent management, is real-time consent validation mandatory for every message? Or can it be periodically synced?	No Change, details will be shared with sucessful bidder
126	37	Section 7.10: Segmentation and Targeting.	What level of segmentation is expected? (Static lists, Rule-based, or Behavioral/real-time segmentation)	No Change, details will be shared with sucessful bidder

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
127	37	7.10.22 Customer Data Platform (CDP): Unified Customer Profile Repository: The solution should provide a consolidated view of each customer's contact points (mobile numbers, email addresses, device tokens, WhatsApp number, etc.) in one profile. Communication History (360° Log): For every customer, the system must maintain a complete communication history accessible to authorized users. This includes all messages sent to that user across all channels, their delivery status, and any user responses or interactions. Such a communication 360 is crucial for customer support and audit – e.g., if a customer claims they did not receive an alert, the Bank can instantly look up whether it was sent, through which channel, and whether it was delivered/opened. The CDP shall maintain a 360-degree	Request for the removal of the clause since this is going against the DPDP act since we cannot store the PII data of the customer & we only store the logs on the usage basis	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		unified profile of each customer, storing: - Channel-wise destination/contact identifiers (mobile numbers, email IDs, device tokens, WhatsApp numbers, etc.) - Channel preferences and opt-ins/opt-outs - Subscription details for each alert type or event category - Policy-driven attributes (e.g. DND status, language preference, segment tags) - Custom attributes for audience segmentation (e.g. geography, product holding, engagement tier)		

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
128	37	7.10.22 Auto-Update Contact Info: The solution should offer a mechanism to auto-update user contact details when they change. If a customer updates their phone number or email in the Bank's system, the platform should be capable of receiving that update and seamlessly start using the new contact info for all messages. For mobile app push tokens, the system should automatically handle token refresh events to keep the push registry current	Need deviation. CDP is not the part of the solution. As a CPaaS we are not allowed to store the PII data of the customer as per TRAI, DOT and DPDP act	No Change
129	37	22	CDP requirement in middleware. In general the middleware supports CPaaS communication channels, but as per the RFP marketing automation features is within the middleware. Request you, Can we keep it separate.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
130	37	22. Customer Data Platform (CDP): • Unified Customer Profile Repository: The solution should provide a consolidated view of each customer's contact points (mobile numbers, email addresses, device tokens, WhatsApp number, etc.) in one profile. Communication History (360° Log): For every customer, the system must maintain a complete communication history accessible to authorized users. This includes all messages sent to that user across all channels, their delivery status, and any user responses or interactions. Such a communication 360 is crucial for customer support and audit – e.g., if a customer claims they did not receive an alert, the Bank can instantly look up whether it was sent, through which channel, and whether it was delivered/opened. The CDP shall maintain a 360-degree unified profile of each customer, storing:	Please clarify what is the customer base? And attribute count per customer that will be used for segmentation?	No Change. details will be shared with successful bidder

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		- Channel-wise destination/contact identifiers (mobile numbers, email IDs, device tokens, WhatsApp numbers, etc.) - Channel preferences and opt-ins/opt-outs - Subscription details for each alert type or event category - Policy-driven attributes (e.g. DND status, language preference, segment tags) - Custom attributes for audience segmentation (e.g. geography, product holding, engagement tier)		
131	37	Integration with the Bank's enterprise monitoring tools via SNMP or REST for unified oversight.	Please confirm if new middleware is to be integrated with bank's existing monitoring, logging, and alerting tools? If yes, can you share details of same (e.g., Nagios)	No Change. details will be shared with successful bidder
132	38	7.10.24 Outbound API Calls (Data Enrichment): - In many cases, to personalize a message, additional data must be fetched from internal systems at send time. The middleware should allow workflows to perform outbound API	Need deviation in this requirement since vendor is not allowed to make changes to the creative/verbiages which is to be sent to customer. Would request to please handle at the source application level responsible to trigger the message request while invoking the APIs.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		calls to other endpoints and use the response in message content.		
133	38	24. Outbound API Calls (Data Enrichment) => In many cases, to personalize a message, additional data must be fetched from internal systems at send time. The middleware should allow workflows to perform outbound API calls to other endpoints and use the response in message content.	Kindly provide more clarification on this point, along with the data structures, which need to be fetched from the internal Banking platforms	No Change
134	39	26. Invoice Reconciliation: SMS delivery reports / bills submitted by the bidder (telecom-operator-wise) should be evidenced by providing corresponding telecom-operator confirmation on their letterhead.	Telecom Operators do not provide customer specific confirmations, please allow deviation to this point.	No Change
135	39	28. Bank may ask any or both successful bidders to deploy the middleware solution in Bank "Production, Pre-production (UAT) and MIS instance at DC environment	Kindly confirm whether the network connectivity between the Bank's DC and the bidder's DC, as well as between the Bank's DR and the bidder's DR, will be provided by the Bank?	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		and one failover instance at DR site”, to accept SMS traffic from different applications within Bank		
136	39	28.MIS instance at DC environment and one failover instance at DR site”, to accept SMS traffic from different applications within Bank	Kindly confirm whether the Bank intends to maintain separate reporting instances for DC and DR sites, or if a unified reporting system across both locations would be acceptable	No Change
137	39	26. Invoice Reconciliation => SMS delivery reports / bills submitted by the bidder (telecom-operator-wise) should be evidenced by providing corresponding telecom-operator confirmation on their letterhead.	Kindly reconsider this clause, as the telecom-operators do not provide any client-specific delivery count reports on their letterhead.	No Change

138	40	7.10.35 The bidder will finalize the reports after consultation with the Bank. Some of the illustrative parameter but not exhaustive for the reports are as under: - - Department Name - Vendor Name (Successful Bidders) - Category. - Mobile Number/ MSISDN - Bearer (GSM/ CDMA) - Telecom-operator - Telecom operator Circle - National/ International - Sender Name/ ID - Date/ time received at the Solution Interface - Date/ time sent to the vendor (successful bidder) gateway - Date/ time of actual delivery as per the delivery report - Status of the SMSes - Status Description - Error category and description - Success and failure status - Total DND - Template mismatch - Delivery Expires - Total SMS sent. - Total SMS received at interface. - Message delivered with in the SLA. - Type of SMS - OTP/Promotional/Transactional.	Need deviation since we do not get the telecom operator and its circle in the DLR's	No Change
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Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
139	41	7.10.44 The solution should provide the option for source applications to send SMS & related services either via web services (API) or through Database insert or any other mechanism desired by the Bank. The specification for the same will be finalized in consultation with the Bank, to ensure smooth transition from existing RTM/Telecom-operator.	Pls explain "Any other Mechanism"	No Change
140	41	7.10.39 Bidder should have controls to prevent SMS abuse and misuse (app-based delivery or similar mechanisms).	Bank to help and elaborate the requirement as per the point mentioned	No Change
141	42	55. Product should have menu driven facility for Purging and Archival of SMS data (Auto purging and auto archival should be implemented in SMS application to avoid the manual interventions)	Need more details about the requirement	No Change
142	42	56. Bidder has to maintain decided unique cost (Domestic or	Need more details	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		International) irrespective of any change in the cost price.		
143	42	57. If required, Bidder should be able to share the logs from any of the entities involved in SMS and related service delivery i.e from middleware solution to end user handset including TSP/TELCOs for both Domestic and International Mobile Numbers.	Need more details about the requirement	No Change
144	42	56. Bidder has to maintain decided unique cost (Domestic or International) irrespective of any change in the cost price.	As the SMS prices are getting fluctuated time to time due to various factors like operator arrangement, TRAI Regulations etc. Also WA & RCS price revisions done by Meta & Google time to time. So the bank should reconsider this clause.	No Change
145	43	Section 7.12	Solution Demonstration — Schedule and Format :The RFP requires a solution presentation and live demonstration as part of technical evaluation, but does not specify the scheduled date, format, duration, or evaluation criteria. Query: •(a) What is the scheduled date and format (on-site / virtual) for the demonstration	No Change, Schedule and other details will be shared Eligible Bidders so Change
146	43	Section 7.11: Right to split volume between L1 and L2 (60:40).	For multi-vendor routing (60:40), Will routing logic be defined by the Bank, or expected from the bidder platform?	No Change, Please refer scope of work

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
147	43	Section 7.11: Bank will select L1 & L2 vendors and may deploy both middleware solutions.	Does the Bank expect both L1 and L2 vendors to deploy separate middleware, or can a shared orchestration layer be used?	No Change
148	43	7.11.2 In case L2 successful bidder is not willing to match L1 price, Bank will call L3 bidder then L4 bidder etc. in the sequential manner. In case no vendor i.e., L2, L3, L4 etc. match with the L1 price, Bank reserves right to award entire quantities / volume of SMS to L1.	Bank should consider to have atleast 2 vendors to have the complete BCP since if one vendor goes down then the bank will not have any option to resume the communications.	No Change
149	43	Clause 7.11 – Split Order	Kindly clear our understanding that Bank intends to shortlist two service between L1 and L2 in 60:40 ratio. Whether the split applies to all services including middleware, FMS, SMS, WhatsApp, RCS, email, VMN, voice, etc	No Change, Kindly refer Point no 7.11.2 and 7.11.4(Page No 43)
150	43	Presentation & Demo	Request Bank to elaborate the exact expectations for solution demonstration, especially for “real-time demo” (e.g., use cases, integrations, channels to be showcased, load simulation, etc.).	No Change
151	44	Section 7.13: Deployment architecture.	Deployment Flexibility: Given the shift toward cloud-native architectures, will the Bank consider a hybrid model where delivery gateways remain on-premise but conversational logic/AI processing is hosted on a secure Private Cloud within India?	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
152	44	Section 7.2, 7.13: Migration of existing data.	What would be the Size & format of existing data to migrate?	No Change, details will be shared with successful bidder
153	44	Section 7.2, 7.13: Implementation and transition.	Any expected migration timeline?	No Change, Please refer Page 61 Point 10 of RFP
154	44	7.13.8 The Bidder needs to size the infrastructure (Servers, network switches, HSM, Operating System, APM, containerization platform and other related hardware/software etc.) for the solution based on the volume and the growth indicated in the Growth. Volume Projections.	Bank to confirm, if vendor can go for arranging the hardware basis the year wise projections and keep on adding the infrastructure basis the volume being added	No Change
155	46	7.13.30 The Bank shall give Bidder and its personnel, only physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services. Any mode of remote access will not be allowed from any Network outside Bank's Network.	Request bank to provide the VPN access for the accessing the servers for emergency situations	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
156	46	point 26 of Clause 7.13 Infrastructure: The submitted Hardware Sizing for middleware Application and other Software's by the Bidder should not be over-utilized. The utilization of Hardware should not be more than 70% during the whole contract period. The Bidders should Size the Hardware accordingly.	Kindly clarify what is meant by "70% utilization" of hardware. Specifically, please confirm whether this refers to memory usage, storage capacity, network bandwidth, or an aggregate of all resources, and the method/metrics that will be used to deliver the same during the contract period.	No Change.Details will be shared with successful bidder.
157	46	Point 1 of clause 7.15 Benchmarking: The proposed solution should be benchmarked for 5000 peak Business TPS (Transactions per Second) and able to handle 10 crores transactions per day on go live day. Bidder must demonstrate the volume handling capacity of the SMS system and provide the report of same.	Kindly clarify the expected approach for demonstrating the volume handling capacity of the SMS system. Specifically, please confirm whether the bidder is required to conduct load testing in a simulated environment, provide benchmark/test reports from existing deployments, or perform a live demonstration. Additionally, please specify the acceptable methodology, tools, and evaluation criteria for such demonstration.	No Change.Details will be shared with eligible bidder.
158	46	7.14 Growth Volume Projections for Central Bank of India	kindly clarify whether the volumes indicated under Growth Volume Projections are indicative only or whether any minimum committed monthly / annual volumes are	No Change, Kindly refer Annexure 2

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			assured under the contract. Kindly also confirm whether billing shall be strictly on actual consumption basis for each channel/service.	Point no.(a) (Page No. 117)
159	47	Section 7.16: Migration of legacy data.	Legacy Data Ingestion: Will the incumbent vendor provide standardized DB dumps or APIs for the 12 TB data migration, or is the new bidder expected to handle data extraction directly from the legacy systems?	No Change, details will be shared with successful bidder
160	47	7.16 Migration of Data from existing middleware:	Need deviation. Vendor should not held responsible for the data. Whereas bank should take the ownership of the migration of the data and bank should validate if the complete data is being pushed from existing vendor to new vendor.	No Change
161	47	Point 6 of Clause no. 7.15 Benchmarking: The Application & Database should be sized for Active- Passive setup at DC & DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.	Please confirm the locations of the DC and DR sites for replication. Specifically, whether they are the same as the existing DC and DR sites located in Navi Mumbai and Hyderabad, respectively.	No Change.Details will be shared with successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
162	47	Section 7.16 Migration of data from existing middleware	What is the total data volume / storage size (GB/TB)?What database is in current set up (Oracle, MySQL, etc.)? Can the Bank share schema structures?What are the current data retention policies — how far back does “legacy data” go, and is all of it in scope for migration?The RFP states “no change in existing data taxonomy.” Does this mean the new middleware must replicate the exact same database schema and field names, or is functional equivalence acceptable?Are there data fields with encryption (e.g., masked PAN, Customer IDs etc)? What customizations have been built on the current middleware? Is there a documentation available for same?	No Change.Please refer page 56 section 7.20 for size. Other details will be shared with successful bidder
163	48	Middleware License	Kindly confirm whether middleware licensing is perpetual/enterprise and whether cost should be included in message pricing or separate line item allowed.	No Change
164	48	7.17 / Licensing Regulatory-Driven Changes	The RFP mandates compliance with future regulatory and statutory changes at no additional cost. Please clarify whether major architectural modifications, licensing upgrades, or infrastructure scale-ups mandated by regulators will be treated as formal change requests with commercial consideration.	No Change
165	49	Facility Management Service	Since Bank has asked for 9 FM resources, request confirmation whether separate commercial line items should be provided for FM resources.	Change,Please refer corrigendum
166	49	7.18 / Facility Management Onsite Resource Mandate	The RFP specifies 24x7 onsite facility management resources. Please clarify whether a hybrid support model (onsite + remote) is acceptable, especially during force majeure situations such as pandemics or access restrictions.	No Change
167	50	7.18 / Facility Management-FM Penalty Duplication	The RFP defines penalties for both SLA breaches and non-availability of FM resources. Please confirm whether such penalties are cumulative or whether an overall cap will apply to avoid double penalization for a single event.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
168	51	point 8 of 7.18.2 Monitoring and Management Service Level Management, Service reporting- The successful bidder must maintain the service levels as per the RFP and provide a periodic report to the Bank assessing performance under the scope of RFP against the Service Levels.	In this regard, kindly clarify whether: The Bank will provide its own Service Management / ITSM tool for logging and tracking incidents and service requests, or The bidder is expected to utilize its own service management platform/tool for incident management, service request handling, and SLA reporting. Further, if the bidder's tool is to be used, please confirm any integration requirements, reporting formats, and access/visibility expectations for the Bank.	No Change. Details will be shared with successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
169	52	Clause no. 15. Compliance and assurance Compliance to Bank IS policy and other related policy, adherence to Bank Minimum Baseline security requirement, adherence to Quarterly VAPT requirement	With reference to the clause on compliance with the Bank's Information Security policies, including adherence to Minimum Baseline Security Requirements and Quarterly VAPT, kindly clarify the scope of the VAPT requirement: Whether the Bank expects Infrastructure VAPT (covering network, servers, and hosting environment), or Application VAPT (covering web/mobile applications and APIs). Further, we would like to highlight that Application VAPT on a quarterly basis may not be feasible or aligned with standard industry practices, due to the following reasons: Application VAPT is typically conducted post major releases or significant code changes, as vulnerabilities are introduced primarily during development cycles. Frequent full-scope application VAPT (quarterly) may lead to redundant assessments without meaningful changes in the application, resulting in limited value. It involves extensive effort, cost, and coordination, including remediation cycles, re-testing, and certification.	No Change
170	52	Clause no. 15. Compliance and assurance Closing audit observations for compliance to various secure code review audit, App-sec audit, configuration audit, VA audit or any	Please confirm the timelines to fix the issues	No Change . Timelines will be shared with successful bidder.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		other Audit requirement raised by TRAI, RBI within the timeline given.		
171	52	Clause no. 15. Compliance and assurance For all existing applications, Bidder shall submit Data Dictionary (wherever feasible) as a part of System documentations	What is expected from Data Dictionary. Please clarify	No Change . Details will be shared with successful bidder.
172	53	7.18.4 Change Management and Configuration Management : The successful bidder must ensure that all supplied & installed infrastructure & solutions related changes are properly updated and recorded with version controlling and to have consistent setup all the sites (DC& DR).	Kindly confirm Who will provide the change management tool. Whether it is under Bidder's scope or Bank will provide the same.	No Change .
173	54	7.18.5 Incident Management	Please allow deviation due to uncontrollable factors which are outside the purview of bidder. Ex. Govt. / Statutory / telecom operator related / user related etc.	No Change
174	56	Clause no. 7.19.2 Disaster Recovery Plan (DRP) Recovery Point Objective (RPO) and	Value needed for Recovery Point Objective (RPO) and Recovery Time Objective (RTO) as per Bank's policy. Please share the Bank's policy for RTO and RPO.	No Change . RPO and RTO will be

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		Recovery TimeObjective (RTO) as per Bank's policy.		shared with successful bidder.
175	56	Data Storage & Archival : 7.20 Detailed Solution requirements	As Bank requires long-term data/log retention, kindly confirm storage responsibility (Bank vs Bidder) and whether additional storage cost will be reimbursed.	No Change
176	56	Data Migration	Kindly confirm that complete support will be provided by existing vendor for data migration and any dependency delays will not be attributable to new bidder.	No Change
177	59	Clause 7.23 Source Code : The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.	In this regard we would like to confirm that we can provide the Source code Review Report. However, we will not share the Source code with the Bank.	No Change. Be guided by clause 7.23 page 59
178	60	7.24 Mandatory Training/ Knowledge Transfer	We understand that with respect to SMS services/telecom service the clause shall not be applicable.	No Change
179	61	10. Deliverables and Project Timelines	1. Request the customer to clarify the scope of Audit. 2. Further, for the sake of clarity the scope of audit shall be limited to the invoices, payment receipts and records submitted along with the proposal , inspection of sites etc and shall not include any cost break up or documents outside the ambit of the scope of this RFP .	No Change, Details will be shared with successful bidder .
180	61	10. Deliverables and Project Timelines	Please allow deviation due to external uncontrollable factors which are outside the purview of bidder.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
181	64	11. Liquidated damages & Penalty	LD of 1 % of delay per week until actual delivery or performance is too huge. Kindly make the LD to 0.5% of the total contract value for the contract term. Uncontrollable factors for delivery failure to be carved out.	No Change
182	64	11 / Liquidated Damages-LD Cap Confirmation	Multiple penalty and liquidated damage clauses are defined across the RFP. Please confirm that total liquidated damages under the contract, irrespective of the nature of default, will not exceed 10% of the Total Contract Value.	No Change
183	64	Section 11-Liquidated Damages for Delay	Kindly clarify that LD shall apply only for delays attributable solely to the bidder, excluding delays caused by Bank dependencies, approvals, third-party telecom operators, statutory/regulatory authorities, or force majeure events.	No Change
184	66	13. Monitoring & Audit	We understand that clause shall not be applicable for SMS services. Considering that for SMS services, we will not have access to any software, systems of the customer. Please confirm.	No Change
185	69	Section 18.2	Technical Evaluation — Middleware Scoring Weightage :Will the Bank consider increasing the weightage of the middleware demonstration to at least 20 marks— and separately, introduce middleware-specific experience (customer references, site visits, or experience letters from banks where the proposed middleware is live in production) as a mandatory eligibility criterion	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
186	69	Section 18.2	Require the middleware to be production-ready — not a promise. The proposed middleware must already be live at a minimum of two Scheduled Commercial Banks in India, processing real transaction volumes with all the features stated in the RFP. A platform that is proposed to be built or customised after contract award is not a middleware — it is a commitment. The Bank deserves a proven engine, not a blueprint	No Change, Kindly be guided by Annexure-13
187	69	Section 18.2	Conduct a structured, scripted demonstration - Require bidders to provide a fullfledged demonstration of all the specifications of the RFP in a live demo and not wire frames and scope documents. Any capability not demonstrated live should be scored as not available.	No Change
188	69	18.2 Technical Evaluation Criteria 1. Presentation on the proposed solution by the Bidder - 10 Marks	We do not have to submit any document in bid set for compliance, bidders will be called for presentation round during evaluation phase. Please confirm on this understanding.	No Change
189	70	Technical Evaluation Criteria, Sr. No. 5: Data Center certification of the Bidder	We will submit Tier III certificate for DC of our subsidiary company on whose Data Centre we will be hosting this service. Request Bank to confirm the same.	No Change
190	70	Technical Evaluation Criteria, Sr. No. 8: Experience in handling per day SMS	We understand that we need to submit self- declaration for this clause as we ourselves are telecom service provider. Request Bank to confirm the same.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		volume as a single entity/ service provider. (Need to submit certificate received from client)		
191	70	General Clarifications	5. Please confirm whether the TRAI sender ID is exempted. 6. We understand that the tender fee and EMD are exempted for MSME vendors in this tender. Could you please confirm this understanding is correct? (Copy Attached)	No Change, Please be guided by TRAI and GEM guidelines
192	70	18.2 Technical Evaluation Criteria 5. Data Center certification of the Bidder Tier IV-10 Marks	Tier IV Data Centres are not required for compliance to RFP requirement, there are very few live Tier-IV Data Centres. Tier-III fulfils the requirements, please allow deviation. Kindly give 10 Marks on Tier III Data Centres.	No Change
193	70	18.2 Technical Evaluation Criteria 6. DLT (Need to submit registration certificate)	As there is no separate DLT registration certificate, we need to submit Telemarketer Registration certificate for compliance, please confirm.	No Change
194	70	18.2 Technical Evaluation Criteria 7. Client base (PSU/BFSI/NBFC) (Documentary Proof - Purchase order / agreement copy / customer credentials)	Please modify this clause to Client base (Public Sector / Private Sector Bank) using SMS Middleware Solution of the bidder. (Documentary Proof - Purchase order / agreement copy / customer credentials). It is imperative so that qualified bidders participate in this RFP. Also, this should be inline with the respective clause mentioned in Eligibility section.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
195	70	18.2 Technical Evaluation Criteria 8.Experience in handling per day SMS volume as a single entity/service provider. (Need to submit certificate received from client)	Experience certificates from multiple clients with total equal to expected per day volume would be accepted, please confirm.	No Change
196	70	18.2 Technical Evaluation Criteria 9. Demonstration of Middleware	We do not have to submit any document in bid set for compliance, bidders will be called for demonstration during evaluation phase. Please confirm on this understanding.	No Change
197	70	Technical evaluation criteria		No Change
198	71	vii. After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process as per GeM terms and conditions.	We request the Bank to kindly clarify whether Reverse Auction (RA) shall be conducted for this tender. kindly confirm whether the evaluated L1 after RA will be considered for all line items, and how the split-order logic will be applied post-RA.	No Change, For Reverse Auction kindly refer Point no 18.3(Page 71) For Split Order, Kindly refer point no 7.11(Page 43)
199	74	19. General Terms Fixed Price: The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price	Please allow deviation due to uncontrollable factors which are outside the purview of bidder. Ex. Govt. / Statutory / telecom operator related / user related etc. We will discuss and arrive at revised price mutually.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order.		
200	74	20 / Payment Terms-Invoice Dispute Resolution	Please define the maximum time period within which the Bank must raise invoice disputes. Additionally, confirm whether the undisputed portion of invoices will be released while disputes are under discussion.	No Change
201	75	20. Payment Terms Successful bidder should produce operator validated data every month along with the invoice in below format.	Telecom Operators do not provide customer specific confirmations, please allow deviation to this point.	No Change
202	75	20. Payment Terms Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of	No escalation in price for entire contract period of 3 years. Kindly allow to revise the price in case of increase in regulatory/statutory charges	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		foreign exchange rates etc. would be passed on to the Bank suo moto.		
203	75	Report : Successful bidder should produce operator validated data every month along with the invoice in below format.	Need to get the clarity. As traffic is routed across multiple operators, operator-level data validation requires coordination and consolidation, which is time-consuming and may impact billing timelines. Kindly clarify if this report can be submitted on-demand or within a defined TAT, instead of mandatorily submitting it every month along with the invoice.	No Change
204	76	21. Service Level Performance Standards	Requesting below exclusion for performance related penalties: 1. When messages are not delivered due to reasons not attributable to any technical fault/failure on part of the bidder. 2. Following delivery failure cases will be excluded: Inbox full, International Roaming, Mobile Number Backlisted, Mobile Switched off, Out of range, Invalid Mobile Number, user handset issues due to factors which are not under the control of service provider like user network issue, Handset memory-there has been a mobile subscriber equipment error whereas the handset memory has been exceeded, the number flagged as blocklisted in the DND (Do not Disturb) blocklist provided by the operator, network failure; but after atleast 3 re-sent trials, unknown subscriber/subscriber not present in network from last 72 hrs, call barred /SMS services not configured or Recharge not done, the subscriber's mobile service has been suspended by the operator.	No Change
205	76	21. Service Level Performance Standards	Please allow deviation due to uncontrollable factors which are outside the purview of bidder. Ex. Govt. / Statutory / telecom operator related / user related etc.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
206	76	21.1 Uptime	Penalty on monthly basis is too high, kindly agree for a lower rate and exclude uncontrollable factors from any delay.	No Change
207	76	21. Service Level Performance Standards, 21.1 Uptime Bank expects uptime of 99.99% of the complete solution to be calculated on monthly basis. If the services are found not performing as expected, it can be considered as an unscheduled downtime, i.e. any abnormal failure rate/delay within a timeframe can be considered as downtime.	The RFP includes multiple communication channels under a single contract. Kindly clarify whether SLA measurement and penalty imposition will be service-wise (channel-wise) or on the overall contract value. Specifically, if one service (e.g., E-mail) experiences SLA breach or downtime (e.g., 1%), will the penalty be applied only on the billing value of that specific service, or on the entire monthly invoice value including all services (SMS, WhatsApp, RCS, etc.)? Additionally, confirm whether SLA tracking and penalties will be calculated independently per service/channel.	No Change
208	76	SLA – SMS Delivery	Kindly clarify SLA applicability in case of failure/delay due to telecom operators, DLT platform, or regulatory restrictions, which are beyond bidder control.	No Change
209	76	SLA / Penalty	Request Bank to define an upper cap on total penalties (e.g., % of quarterly billing) to limit financial exposure.	No Change
210	76	21 / SLAMonthly Penalty Ceiling	Please confirm whether the cumulative SLA penalties applicable in a given month are capped at the value of the monthly invoice, to prevent disproportionate financial exposure in high-volume months.	No Change
211	76	Section 21.1 & 21.2- SLA – Uptime & Delivery Penalties	The uptime requirement should be 99% excluding any outages due to planned preventive maintenance. Considering telecom dependency and external routing	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			factors, kindly clarify whether failures attributable to telecom operators, interconnect issues, or downstream network failures will be excluded from SLA penalty computation.	
212	77	21.2 SMS delivery: Please Note: Failures on account of Hand set related issues at the end user level will not be considered as part of SLA calculation.	Please Note: Failures on account of Hand set related issues, DLT issues and network level errors at the end user level will not be considered as part of SLA calculation.	No Change
213	77	21.2 .2 Penalty on Message Delivery	Penalty on monthly payout is too high, Kindly make it to 0.5 % of the total contract value. Please allow deviation of Uncontrollable factors for delivery failure.	No Change
214	77	21.2.3- Penalty on SMS delivery support issues	Penalty is huge, kindly agree for a lower rate and please exclude uncontrollable factors from any delay.	No Change
215	77	21.2	OTP SMSs Penalty Clause - 100% delivery of OTP is not feasible as it is user depends. Request you, Please revise this clause.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
216	77	21.2 SMS delivery OTP SMSs = 100% Promotional SMSs 0 - 5 min >= 98%	In this regard, we would like to highlight that achieving 100% delivery of OTP SMS within 0–10 seconds may not be practically feasible due to dependencies on telecom operators, network conditions, and handset availability. Even large PSU banks typically consider a delivery success rate of around 98% as acceptable. Further, the defined timeline of 0–5 minutes for Promotional SMS, along with an expected delivery rate of $\geq 98\%$, appears to be stringent considering factors such as network congestion, DLT scrubbing, and operator-level delays, DND etc. Hence, we request you to kindly review and rationalize the delivery timelines and success rate expectations to align with industry standards and practical feasibility. Additionally, we request you to exclude from the delivery percentage calculation those SMS failures that are not attributable to the bidder i.e. handset unavailability, network issues, DND restrictions, etc. as this will be considered beyond the control of the bidder and therefore should be excluded from delivery performance evaluation.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
217	77	In case an SMS, as categorized in the above table, is delivered beyond the expected time mentioned against that type of SMS then the message will be treated under the undelivered category:	The SMS delivery success mainly depends on the customer contact database, on which the SMS is getting triggered. Apart from Unavailable subscriber or DND or Invalid MobileNo, Delivery failures could be happened due to various other reasons like Operator Barring issue, Inbox Full or Handset error etc, where there is no fault at Service Provider platform. Also after the DLT implementation done at Operator side, the sms might be failed due to various DLT platform errors like Template mismatch, CTA Error, Inactive/Blacklisted Templates etc. On such cases the Service Providers do not have any fault as such. Also retried SMS Delivery attempts in case of non-delivery of the initial SMS delivery, will cause some delay in SMS delivery. So, kindly provide some relaxation in the Penalty clause and also kindly clarify whether those genuine failures would be considered or not, while calculating the Delivery success for penalty calculation.	No Change
218	78	21.3 Penalty for Customization delay	Penalty is huge, Kindly make it to 0.5 % of the total contract value. Please exclude uncontrollable factors.	No Change
219	78	21.4 Penalty for False Reports	Kindly pls consider to levy such penalties only on proven incidents	No Change
220	79	21.5: Penalty from Regulatory Authority	Please note that for SMS services, TSP shall be responsible or answerable to the TRAI directly. Therefore, we understand that the clause shall not be applicable for the SMS service . Please confirm.	No Change
221	79	21.6 Penalty for Statutory, Regulatory & Policy Non-Compliance	1. Please note that any non-compliance with statutory regulation should be adjudicated and proven in the court of law. Therefore, any such clause shall be subject	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			to the decision of court of law. 2. Further, a pre-determined penalty should not be imposed on the bidder.	
222	79	21.6 Penalty for Statutory, Regulatory & Policy Non-Compliance	Penalty is huge, Kindly make it to 0.5 % of the total contract value. Please exclude uncontrollable factors.	No Change
223	79	Any penalty that bank has to pay on account of ombudsman or TRAI cases for non-delivery of SMS and related services offered by the bidder or delay in delivery of logs or non-delivery of logs, the full penalty amount and any other expenditure to Bank, if any, in this regard will be recovered from bidder.	Kindly reconsider this clause, as SMS Delivery failure may occur due to multiple factors, which are not related with Bidder's fault	No Change
224	79	Section 21.5- Penalty from Regulatory Authority	Kindly clarify that such recovery shall be limited to the extent the penalty is directly attributable to bidder's breach, negligence or non-compliance, and shall exclude penalties arising due to Bank-controlled systems, or incorrect data provided by the Bank.	No Change
225	79	Section- 21.6 - Penalty for Statutory, Regulatory & Policy Non-Compliance	Kindly clarify that penalties for statutory/regulatory non-compliance shall apply only where non-compliance is within bidder's scope and control, and not for Bank policy non-adherence, legacy system issues, or Bank-owned infrastructure limitations.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
226	80	21.8.1 Liquidated damages for SLA Default	LD is too huge. Kindly make the LD to 0.5% of the total contract value for the contract term. Please exclude uncontrollable factors.	No Change
227	81	21.9 Additional Penalties	We understand that any penalty shall exclude any indirect loss, consequential loss, reputational loss as provided under the Indian Contract Act.	No Change
228	81	22. Privacy Safeguards	With respect to the SMS services the clause shall not be applicable considering that for SMS services bidder does not require any access to IT systems of the customer, software,	No Change
229	81	21.9 Additional Penalties	10% penalty is too high. Kindly limit penalty to 0.5% of the total contract value for the contract term.	No Change
230	81	21.9 / Additional Penalties-Overall Financial Exposure	Please clarify whether the cumulative exposure towards SLA penalties, regulatory penalties, indemnities, and service credits is capped at the total contract value, excluding willful misconduct or fraud.	No Change
231	81	Section 21.9 & Section 24	The requirement to provide services for 6–12 months post termination is noted. Kindly clarify whether such reverse transition support shall be provided on commercially agreed rates, and whether the scope and duration shall be mutually finalized at the time of termination.	No Change
232	82	24 / Reverse Transition-Reverse Transition Commercials	The RFP mandates a 6–12 month reverse transition period upon contract completion or termination. Please clarify whether services rendered during this period will be commercially payable and billed at prevailing contract rates.	No Change
233	83	28. Limitation of Liability	Request modification of the clause as below: 28. Limitation of Liability Successful bidder's aggregate liability under the contract shall be limited to a	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			maximum of the contract value. For the purpose of this section, the contract value at any given point of time means the aggregate value of the purchase orders placed by the Bank on the Successful bidder that gave rise to the claim, under this Request for Proposal (RFP). This limitation shall not apply to third-party claims arising from: Intellectual Property (IP) Infringement Indemnity: The Successful bidder's liability for any claim for damages arising from infringement or alleged infringement of third-party intellectual property rights for the equipment billed to the customer shall not be subject to the above limitation. Bodily Injury, Death, and Property Damage: The Successful bidder shall be fully liable for any bodily injury (including death) or damage to real property or tangible property caused by the Successful bidder's negligence, fraud, or misrepresentation, or that of its employees, representatives, or subcontractors while at the premise of the customer. Liability for Subcontractor Practices: The Bidder shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.	
234	83	28. Limitation of Liability	Liability is too high. Kindly reduce the same to one year contract value.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
235	83	28	The liability cap imposed on bidder is total contract value plus exclusions from various liability aspect. Considering the services being availed are communication channels and are reliant and controlled by 3rd parties, liability cap needs to be limited to 3 months fees or Rs. 5,00,000 whichever is lesser. Additionally, the liability shall not apply under the following circumstances: (a) Without prejudice to any other provisions of the contract/agreement, bidder shall be liable for any indirect, consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings arising under the contract/agreement. (b) The services are provided on an "as is" basis. bidder is not responsible in any way for any mobile telecommunications systems or networks, which it does not operate, such as the networks of the telecom operators, internet providers of the Bank, Bank's internal IT systems and processes, or RCS messaging application partner or Meta Platforms systems ("External Service Providers"). Accordingly, bidder is not liable for the acts or omissions of the External Service Providers, including, without limitation, the suspension or termination of Bank's connections and/or contracts with any of their internet provider, or for faults in or failures of the External Service Provider's apparatus, IT infrastructure, or network, nor in general for any other technical reason attributable to their faulty communication systems. (c) bidder shall not be held in breach of its obligations under this Agreement if an email, SMS WhatsApp, RCS, web or app message is not sent due to (a) incorrect Content provided by the Bank; (b) the End User's handset is switched off, (c) the email or SMS inbox is full, (d) mobile number or email id provided is incorrect, (e) the handset of the End User is out of coverage area or does not have internet connectivity to receive messages, or (f) email id or mobile number has been deactivated.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
236	83	28. Limitation of Liability Successful bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose of this section, the contract value at any given point of time means the aggregate value of the purchase orders placed by the Bank on the Successful bidder that gave rise to the claim, under this Request for Proposal (RFP). This limitation shall not apply to third-party claims arising from: Intellectual Property (IP) Infringement Indemnity: The Successful bidder's liability for any claim for damages arising from infringement or alleged infringement of third-party intellectual property rights shall not be subject to the above limitation. Bodily Injury, Death, and Property Damage: The Successful bidder shall	We request the Bank to make this clause mutual. Further, we request to include the below: <i>In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages including, but not limited to, damages for lost revenue, lost profits, loss of goodwill, loss of data, technology, equipment or types of damages whatsoever, whether or not caused by any acts of omission or commission and regardless whether such party has been informed of the possibility or the likelihood of such damages. Maximum liability of either party be limited to 12months amount paid to Bidder under the relevant PO giving rise to the liability.</i>	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		be fully liable for any bodily injury (including death) or damage to real property or tangible property caused by the Successful bidder's negligence, fraud, or misrepresentation, or that of its employees, representatives, or subcontractors. Liability for Subcontractor Practices: The Bidder shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.		
237	83	Section 28- Limitation of Liability	Kindly confirm that indirect, consequential, punitive and loss of profit damages are excluded from bidder liability, except where expressly mandated under applicable law.	No Change
238	84	32. Subcontractor/ Independent Contractor	Please note that telecom services -SMS services cannot be subcontracted. Therefore, we understand that the clause shall not be applicable for the SMS services.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
239	84	31. Insurance The insurance shall be obtained by the Bidder, 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.	Please allow deviation as we providing service and shall comply to defined SLAs.	No Change
240	84	32. Subcontractor/ Independent Contractor	Please confirm whether sub-contracting is allowed or not.	No Change. Please refer page 84 point no 32
241	85	33. Intellectual Property Rights	Please note that for telecom services-SMS services there is no involvement of IPR. Therefore, we understand that the clause shall not be applicable.	No Change
242	85	33. Intellectual Property Rights	Please note ownership of pre-existing IP remains with bidder. However, Bank will get only usage rights. Please confirm.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
243	85	33	following to form part of the clause: (a) The software platform and API links along with its variations, modifications, customizations (including their inherent intellectual property rights) provided to the Bank for the purpose of providing the Services will at all times be the property of bidder, and the Bank is not entitled to at any time to claim ownership of the same. Further, the Software Solution provided is only for the purpose of the Services to be provided and is a limited, non-exclusive, non-transferable, royalty free, license given to the Bank for the use of sending messages, the use of which shall immediately cease upon expiry or termination of this Agreement. (b) The Bank will not in any manner try and make any alterations and changes to the Software Solution or introduce any virus, malware, trojan horse, etc. (c) The Bank hereby consents that, upon execution of this Agreement, bidder may publish on its website and marketing tools and platforms, such as LinkedIn account, etc, that the Bank has been on-boarding as bidder's customer, for bidder's marketing and PR exercise. For the purpose of the marketing activity, bidder will use the Bank's logos and brand name for such publication. Additionally, bidder and the Bank agree to jointly work in creating and publishing success stories, case-studies, interviews, testimonials, reviews, referrals which can be used for by bidder for its PR purposes. Page 86- Point 35- Info sec team to check Page 87- Point 36- By virtue of providing services to CBI, if any RBI regulations get applicable to bidder (since bidder is not a regulated entity), CBI has to inform bidder in advance and the parties will discuss the requirements and sign an addendum for the regulatory requirements as mutually agreed.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
244	86	35. Adherence to Cyber Security Policy	Please note that for SMS services the clause shall not be applicable as SMS services are purely telecom services and not IT services.	No Change
245	87	36. Statutory and Regulatory Requirements	Please note that with respect to the SMS services, RBI related guidelines, warranty/AMC related clauses shall not be applicable considering that there will not be any involvement of equipment for providing SMS services.	No Change
246	87	39. Inspection, Review, Auditing, and Monitoring	For the sake of clarity the scope of audit shall be limited to the invoices, payment receipts and records submitted along with the proposal , inspection of sites etc and shall not include any cost break up or documents outside the ambit of the scope of this RFP .	No Change
247	87	39. Inspection, Review, Auditing, and Monitoring	Kindly provide provision for 15 business days notice prior such audit. Also, Audits will be limited to once per year, unless regulatory requirement and during business hours only.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
248	87	38. Escrow Arrangements The Bidder shall either provide the source code of middleware solution along with the necessary documentation or arrange to keep the source code under an escrow arrangement on mutually agreed terms and conditions.	With reference to the clause on source code handover and escrow arrangement, we understand that the objective is to ensure business continuity and uninterrupted support for the Bank. In this regard, we would like to propose and clarify that: In case of any service breach, SLA deviation, or contractual non-compliance, the same will be fully managed and rectified by the Bidder in accordance with agreed support and penalty terms. Such events should not trigger the release of source code, as the Bidder remains operational and responsible for service delivery. The release of source code from escrow should be restricted only to extreme and predefined conditions, such as: 1. Bidder becoming insolvent / going out of business 2. Permanent inability to provide support and maintenance services 3. Any other mutually agreed force majeure or exit scenario impacting long-term service continuity	No Change
249	87	38. Escrow Arrangements	We request the Bank to kindly clarify relating to escrow arrangement/source code if required, shall be undertaken only under controlled access and subject to appropriate confidentiality / NDA protections, without granting unrestricted access, copying rights, or ownership transfer of the Bidder's proprietary platform or third-party licensed software.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
250	89	40. Order Cancellation	1. In case of breach of the terms and conditions request the customer to provide 30 days cure period to rectify such breach. 2. We understand that failure to complete the assignment as per the timeline shall be due to reasons attributable to the bidder alone and not otherwise and subject to customer fulfilling all the customer dependencies. 3. Please note that as the services are SLA driven we understand that the same shall be considered under this clause. Considering that the term satisfactory is too broad and subjective. 4. In case the customer invokes the risk purchase clause the price shall be arrived through a competitive bidding process and not otherwise. 5. Please note that any damages cannot be pre-determined by the customer the same needs to be adjudicated by the court of law.	No Change
251	89	39.1 Monitoring and Assessment: Compliance with Information Security best practices shall be continuously monitored and assessed through periodic Information Security audits performed by or on behalf of the Bank, and by the Reserve Bank of India (RBI).	In this regard, we would like to confirm that the Confidential data may not be shared but can be shown to the bank's auditor during the audit.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
252	89	40	Order Cancellation We request the Bank to: 1) Provide a cure period so that Bidder can fix any issues. 2) Use Liquidated Damages as the sole remedy for any performance related issue.	No Change
253	89	Section 40- Order Cancellation	Kindly clarify whether blacklisting/debarment actions shall be undertaken only after due process, including issuance of a show-cause notice and reasonable opportunity to be heard, in line with Government of India procurement guidelines.	No Change
254	90	41. Indemnity 41.1 General Indemnity	Request the customer to modify the clause as below: 41.1 General Indemnity i. The Bidder shall indemnify, defend, and hold harmless the Bank, its employees, personnel, officers, directors, agents, and representatives from and against any and third party all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following: a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Bidder under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO). b. Any act, omission, or failure by the Bidder, its employees, agents, or subcontractors in the performance of the Bidder's obligations under this RFP, SLA, or PO which results in death or personal injury.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			c. Any claims made by employees, agents, or subcontractors of the Bidder against the Bank who are permanently deployed on the premise of the customer. d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Bidder under this RFP, SLA, or PO. e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights with respect to any equipment billed/invoiced to the customer f. Any breach of the confidentiality obligations by the Bidder under this RFP, SLA, or PO. g. Any negligence, gross misconduct, or failure to exercise reasonable care by the Bidder or its employees, agents, or subcontractors which is proven in the court of law	
255	90	41. Indemnity	Kindly restrict indemnity provision for third party IPR infringement claims, statutory claims and claims arising out of gross negligence. Also, kindly agree to include Customer Indemnity for content infringement claims and regulatory violations caused by Bank instructions. Further, the indemnity should be subject to the agreed limitation of liability.	No Change
256	90	41	The Bank also needs to indemnify bidder for any third party claims due to the actions of the Bank while procuring the services, including but not limited to claims from regulatory claims from TRAI, RCS and WhatsApp owner, or claims arising due to misuse of any of the software licensed to the Bank.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
257	90	41	41. Indemnity We propose the following clause to replace the current clause "NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "	No Change
258	90	Section 41- Indemnity	The indemnity obligations are broad and uncapped in certain cases. Kindly clarify whether indemnity (other than for fraud and willful misconduct) shall be subject to the overall limitation of liability specified in Clause 28 of the RFP.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
259	91	41.2 Patent, Copyright, Trademark, and Intellectual Property Infringement	Please note that for SMS services, there is no IPR involved as such. Therefore, we understand that the clause shall not be applicable.	No Change
260	92	43. Information Ownership	Please note that for SMS services we do not require any information mentioned under this clause for SMS services. Therefore, the scope shall be restricted to the scope of service.	No Change
261	93	44. Exit Option	1. We understand that any delay in providing the services shall be solely attributable to the bidder and not otherwise. Further, the all the customer dependencies are met. 2. Please note that the term serious discrepancies is too broad and subjective, as the services are SLA based we understand that the same shall be considered. 3. Request deletion of clause vii. 4. Please note that there cannot be any pre-determined damages. The same should be adjudicated by a court of law.	No Change
262	93	45. Confidentiality	Please note that for SMS services we do not require any Confidential Information of the bank. Request the customer to construe the clause accordingly.	No Change
263	94	45.3	The NDA obligation in one place it states it will survive for 3 years and in another place it states till it becomes public. It has to be limited to maximum 3 years and not open ended for "till it becomes public".	No Change
264	96	46. Force Majeure	Please include Pandemics in the clause. Kindly mention that the payments for the services rendered shall also be paid with immediate effect if this clause is invoked.	No Change
265	97	49. Data Localization	Kindly clarify the applicable data retention period and allocation of responsibilities in case of data breaches.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
266	97		notice section under arbitration provides for facsimile, which is obsolete, it should be replaced with email notice.	No Change
267	98	54. Termination	1. Please note that any damage, cost and expense in case of termination should be determined by the court of law. 2. In case of breach of terms and conditions request the customer to provide 30 days notice period to rectify such breach. 3. Please note that in case if violation of law, we understand that such violation shall attract termination only in case such violation materially impact the services provided to the bank. 4. In case of failure to meet the timeline, we understand that such failure shall be solely attributable to the bidder and not otherwise. Further, all the customer dependencies being met. As the services are based on SLA, we understand that the same shall be considered.	No Change
268	98	54. Termination CBI reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 60 (sixty) days' prior written notice	Unilateral clause, kindly make this clause mutual	No Change
269	98	54	bidder should also have the right to exit the contract for breach by Bank, which has not been remedied within 30 days. Additionally: (a) the mobility services provided by bidder are contingent upon the facilities and	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			business rules of the telecom operators and TRAI. In the event of any change in the terms and conditions or business rules of any of the operators or TRAI that impacts the ability of bidder to provide the mobility services, bidder will notify the Bank immediately of such change in the terms and conditions. Either Party may terminate the mobility services forthwith, without liability, if the Parties are unable to agree to any modified terms and conditions within a period of 15 days, under which bidder will provide the mobility services. The termination of the mobility services will not affect the other Services under the contract, which shall continue to remain in force. (b) The RCS Services provided by bidder are contingent upon the facilities and business rules of the RCS messaging application partner. In the event of any change in the terms and conditions or business rules of any of the messaging application partner that impacts the ability of bidder to provide the Services herein covered under this Agreement, bidder will notify the Bank immediately of such change in the terms and conditions. Either Party may terminate the RCS services under this Agreement forthwith, without liability, if the Parties are unable to agree to any modified terms and conditions within a period of 15 days, under which bidder will provide the RCS services. The termination of the RCS services will not affect the other Services under this Agreement, which shall continue to remain in force. (c) bidder can terminate this Agreement with 30 (thirty) days written notice, without liability, if the agreement with the RCS messaging application partner terminates or the RCS messaging partner discontinues providing RCS services. (d) The WhatsApp services provided by bidder are contingent upon the facilities and business rules of Meta Platforms, as set out under the Meta Agreement. In the event of any change in the terms and conditions or business rules by Meta Platforms under	

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			the Meta Agreement that impacts the ability of bidder to provide the Services herein covered under these Terms, bidder shall notify the Bank of such change in the terms and conditions and such revised terms will apply to the Bank forthwith. Continuance of the usage of the Services by the Bank shall deem to mean acceptance by the Bank of the revised rules and terms. If the Bank fails to comply with the revised rules, bidder reserves the right to terminate the Services forthwith, without liability and any damages or penalty arising on bidder due to non-compliance by the Bank, will be made good by the Bank. (e) The Services will automatically terminate, if Meta Platforms terminates its engagement with bidder. (f) Meta Platform's right to termination and/or suspend the Services (i) Reserved Rights: Notwithstanding anything to the contrary, Meta Platform reserves the right to and without liability, immediately limit, suspend, or terminate the Bank's access to the WhatsApp solution, and/or any or all user data (or any portion thereof), if Meta Platform believes, in its sole discretion, that it is desirable to: (a) protect the integrity, security, or privacy of any Meta Platform products, systems, or data and/or any users, (b) protect any Meta Companies from regulatory, financial, or legal liability and/or to comply with any law, rule or regulation, or (c) prevent or limit risk of harm or damage (including reputational harm or damage) to any Meta Companies and/or any Meta Company products, systems, or data. "Meta Companies" means the companies listed at https://faq.whatsapp.com/481188387305001 (or a successor URL). It is abundantly clarified that bidder shall not be liable to the Bank for any termination or suspension of WhatsApp services by Meta Platform under this clause.	

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			(ii) Suspension and Termination. Meta Platforms may immediately suspend or terminate the Bank's access to the WhatsApp solution, if the Bank is in breach of the terms under these Terms (including the policies to the links stated in these Terms). Upon termination, bidder will promptly delete access of the Bank to the WhatsApp solution and any related software code. It is abundantly clarified that bidder shall not be liable to the Bank for any termination or suspension of WhatsApp services by Meta Platform under this clause	
270	98	54	Termination Bidder proposes the following to be added: (a) Bidder shall have the right to suspend the services if there are any default in payment by Bank. (b) In the event of such termination of this RFP/Agreement by Bank for its convenience, Bank shall pay early termination charges as determined by the Bidder.	No Change
271	99	54.2 Types of Termination	The selected Bidder is required to make considerable investments in execution of the project. As such termination for convenience by the customer will make bidder to suffer significant losses . As such we request to delete termination for convenience by customer	No Change
272	99	54.2.(i)-Termination for Insolvency	Kindly make the termination mutual as we are also entitled for certain rights in the event of insolvency and dissolution.	No Change
273	99	54.2.(ii)-Termination for Default	No exit route for the bidder provided, Kindly consider the clause to be mutual so that we would also have a right to terminate in case of any contractual breach from your side and also kindly allow the bidder to give notice of termination under few	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			circumstances like bidder ceasing to offer service on account of any statutory requirements	
274	99	54.2.(iii)-Termination Convenience for	Kindly make this clause mutual-No exit route for the bidder provided kindly allow the bidder to give notice of termination under few circumstances like bidder ceasing to offer service on account of any statutory requirements. Also, payment for all services rendered up to the date of termination. Additionally, exit assistance services may be provided on mutually agreed commercial terms.	No Change
275	100	54.4 Right to transfer IT Outsourcing Arrangements	Please note that with respect to the SMS services, the clause shall not be applicable as SMS services cannot be outsourced.	No Change
276	100	Clause no. 55. Remote Access Remote access of any kind will not be allowed outside the Bank's network.	As per the clause stating that "remote access of any kind will not be allowed outside the Bank's network," we understand that external connectivity is restricted. In this context, kindly clarify whether: The Bank expects the complete solution to be deployed within its on-premises network, or The Bank intends to consume services hosted on the bidder's infrastructure (cloud/hosted environment). Further, in case the solution is to be delivered via cloud or externally hosted services, it is requested that the Bank facilitates necessary IP whitelisting, firewall rule configuration, and secure connectivity (e.g., VPN/leased line, if required) to enable seamless and secure communication between the Bank's network and the bidder's environment.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
277	101	61. Bidder's Liability The Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting from wilful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection	There are 2 Limitation of liability clauses, this one and Bidder's liability (mentioned above). Which section will prevail? We request the Bank to make this clause mutual. Further, we request to replace the current clause with the below the below: In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages including, but not limited to, damages for lost revenue, lost profits, loss of goodwill, loss of data, technology, equipment or types of damages whatsoever, whether or not caused by any acts of omission or commission and regardless whether such party has been informed of the possibility or the likelihood of such damages. Maximum liability of either party be limited to 12 months amount paid to Bidder under the relevant PO giving rise to the liability.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		with or arising out of this tender and subsequent agreement or services provided. The Bidders 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.		
278	102	61. Bidder's Liability	Liability is too high kindly reduce the same to one year contract value.	No Change
279	105	67. Compliance with Laws	Please note that with respect to the SMS services, we shall comply with the applicable laws. However, we do not have personal information of the bank for providing such services, there will not be any personnel involved to provide the SMS services	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
			therefore, we understand the clauses mentioned shall not be applicable for the SMS services.	
280	107	72. Effective access by Bank to all record	We understand that the clause shall not be applicable for SMS services, as the SMS services are not outsourced.	No Change
281	114	114. Annexure 25 - Proposed Team Profile	Kindly clarify that Whether the proposed resources are required to be on the Bidder's payroll at bid stage, or may be deployed post-award / at the time of implementation;	No Change, Please refer page 49 Section 7.18
282	116	WhatsApp / RCS Pricing : 91.Annexure 2	As pricing of WhatsApp and RCS is controlled by OEMs (Meta/Google), request Bank to allow pass-through of pricing changes during contract tenure.	No Change
283	116	Infra & DC/DR / 91.Annexure 2	Kindly confirm whether DC/DR infra (hardware, storage, network) will be provided by Bank or to be procured by bidder. If bidder scope, request separate commercial line item.	No Change
284	117	Cost of Middleware (Hardware, Software, Database, Licence, customization, development, maintenance, integration, compliance, cable,rack,switch etc.) and Facility Management should be included in SMS and related service Charges (As mentioned in above table).	We request the Bank to kindly clarify whether the required hardware / infrastructure / software licenses under this RFP shall be provided by the Bank or are to be arranged by the bidder. In case the same is to be provided by the bidder, kindly confirm whether no separate commercial line item is to be quoted for such hardware / infrastructure / licenses other than the existing line items available in Annexure 2 (BOM). Further, kindly confirm whether the bidder is required to provide only the detailed sizing and component-wise break-up in Annexure 30, while the commercial impact of the same is to be included within the quoted service charges in Annexure 2, without any separate pricing line item.	Clarification. Please refer Corrigendum

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
285	120	94. Annexure 5 - Pro-forma for Deed of Indemnity	1. Please note that any environment laws may not be applicable for the SMS services. 2. For SMS services there is no involvement of IPR as such, the clause related to IPR to be construed accordingly.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
286	120	94. Annexure 5 - Pro-forma for Deed of Indemnity	Request the customer to modify the clause as below: (1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any third part claim, demand, losses, liabilities or reasonable expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all third party suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period. (2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate regulatory authorities.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
287	120	94. Annexure 5 - Pro-forma for Deed of Indemnity	We need to submit this blank proforma on our letterhead as confirmation of its acceptance. Actual deed shall be executed with the selected vendor. Please confirm on this understanding.	No Change
288	125	97. Annexure 8 - OPERATOR AUTHORISATION FORM	Telecom Operators do not provide such RFP specific documents, please remove this requirement.	No Change
289	125	97. Annexure 8 - OPERATOR AUTHORISATION FORM	Need to get the clarity and this letter needs to get on letterhead ?	No Change
290	126	Annexure 9 - Integrity Pact 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	Due to our non-exclusive arrangement, we cannot accept the "Fall Clause" as it stands. We operate under agreements that allow us to set prices mutually with different parties, which may vary from other contractual arrangements.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		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.		
291	129	98. Annexure 9 - Integrity Pact Section 11- FALL CLAUSE	We suggest that for price fall clause , only comparable contracts may be considered . Comparable contracts shall mean contracts having same volume, scope of services, payment terms and terms and conditions of contract . Further considering the price fall clause in most of the RFPs , differential charging to the organisations under the same tender will have implications and to be avoided . Request to modify the clause appropriately considering these aspects.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
292	129	Annexure 9 - Integrity Pact Clause 11 of Integrity Pact- 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	In this regard, we would like to submit that the proposed pricing is based on the volume of procured quantities. Additionally, the final pricing is determined through a reverse auction process and may vary accordingly. Therefore, we kindly request you to consider removing this clause from the Integrity Pact.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		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.		
293	131	99. Annexure 10 - Non-Disclosure Agreement 11. Indemnity	Please note that the sole purpose of an NDA is to protect the Confidential Information which can be done via an injunctive relief. Accordingly indemnity should not form part of an NDA, request deletion of the clause.	No Change
294	131	99. Annexure 10 - Non-Disclosure Agreement	We need to submit this blank format on our letterhead as confirmation of its acceptance. Actual NDA shall be executed with the selected vendor. Please confirm on this understanding.	No Change
295	131	Annexure 10 - Non-Disclosure Agreement	Do we need to give NDA on stamp paper ? If Yes then stamp paper Rs.100 or Rs.500	No Change. The Bidder need to submit NDA on the stamp paper of ₹500 along with bid documents.
296	138	Annexure 13 - Technical & Functional Specifications of Middleware	Please confirm the passing Marks against the same.	No Change, Please refer page no 70.

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
297	146	Submission	Please confirm whether bid submission is Physical or Online (GeM). If physical submission is required, kindly specify the list of documents to be submitted in hard copy.	No Change
298	148	Point 7, Clause 2.1- Eligibility Criteria- The bidder should provide an undertaking that any of its subsidiary, associate, or holding company, or companies having common directors, or companies in the same group of promoters/management, or partnership firms/LLPs having common partners, has not participated in the bid process."	2 bidder comes under same umbrella but we operator independently and we have different server setup, technical, operational processes. So for healthy competition, we would like to suggest to remove the same.	No Change
299	149	Annexure 21- Eligibility Criteria Compliance: Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients. (format as per Annexure-32)	We request Bank to also consider email acceptance from customers in lieu of completion certificates as per format Annexure - 32	No Change.Please refer footnote of Annexure 32

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
300	149	Point No. 5/ C Experience & Support Infrastructure/Annexure 21- Eligibility Criteria Compliance	The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each ONE Public Sector /Private Sector Bank in India during the last three years having minimum 1000 branches.	No Change
301	149	5.Experience & Support Infrastructure The Bidder should have provided SMS Services with average 2 Crore SMSs per day in at least each two Public Sector / Private Sector Bank in India during the last three years having minimum 1000 branches	Please consider the PSU experience also.	No Change
302	149	4	The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas telecom-operators/Aggregator to cater to our Non-Resident Customers.	No Change
303	150	Annexure 21- Eligibility Criteria Compliance: The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for	We request Bank to consider TL 9000 in lieu of ISO 9000 and request Bank to modify the clause as below: "The bidder should have valid TL 9000 / ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification"	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
		information security management or equivalent recognized certification		
304	150	Point No. 7/ C Experience & Support Infrastructure/Annexure 21- Eligibility Criteria Compliance	Should have provided multilingual (13 Regional Languages or more other than English) SMS facility in at least one Central/ State Govt./ PSU / public / private commercial sector Banks in India during the last three years.	No Change
305	150	10	We suggest that one client should be working in this domain and proof of the PO/Agreement to be provided by vendor along with the screenshot of the panel where all the solutions under one panel.	No Change
306	153	111. Annexure 22 - Guidelines on banning of business dealing	We need to submit this Annexure on our letterhead as confirmation of its acceptance. Please confirm on this understanding.	No Change

307	153	ADDITIONAL CLAUSES- The following should form part of the contract 1. Responsibilities and Obligations of Bank 1.1 Bank will register itself on the Distributed Ledger Technology (DLT) platform created by telecom operators for enabling them to send SMSes to intended recipients, in accordance with the TRAI Telecom Commercial Communications Customer Preference Regulations 2018 ("TCCCP Regulations"). As part of the registration process, Bank will register itself as the principal entity which is the sender of the SMSes, upload the message template which will be used for the SMSes, the opt-in proof template and the opt-in proofs received from the intended recipients (which opt-in proof will not be older than 6 months and ensure that any given point of time the opt in is not older than 6 months). Bank acknowledges that this is a requirement under the TRAI regulations and agrees that failing to conform to the registration on the DLT platform, no SMS will be sent and bidder will not be held responsible for the same. Bank further agrees and acknowledges that it will register on the DLT platform for each sender ID that it may propose to procure and use for its business requirements under this Agreement. Bank will be liable to pay all penalties that may be imposed by TRAI or the telecom operators, due to any act of the Bank which is in contravention of its registration and submissions on the DLT platform. 1.2 All costs and fees for the DLT registration process, if any, shall be solely borne by the Bank. Further, the Bank shall pay for any additional services that it may procure on the DLT platform, during the registration process, such as, scrubbing. Any such special services will be the responsibility of the telecom operator and bidder will not be responsible for the same. 1.3 Bank agrees that the use of the Services pertaining to the SMSes shall be subject to the applicable TRAI directions, rules and TCCCP Regulations ("TRAI	No Change
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		laws”) and will at all times comply with the applicable TRAI laws. 1.4 Bank shall at all times be responsible for creation of the content/creatives of the emails, SMS, RCS, WhatsApp, web and app messages it proposes to send under this Agreement (“Content”). Bank will at all times be liable for the consequences arising from the Content. The Content of RCS includes but is not limited to text messages, messages on WAP sites websites, RSS feeds, texts, metadata, images, photos, videos, audios, and audio-visuals. 1.5 Bank shall ensure that the Content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party. 1.6 Bank will ensure that it does not use the Services (a) to send unsolicited communications; and/or (b) send such SMSes where the End User might think the sender is actually not the Bank. 1.7 Bank will, no later than 24 hours upon being notified by bidder of any TRAI, telecom operator or RCS service provider complaint, provide such evidence, including opt-in proof of the End User, as the case may be, to close any complaint in bidder’s favour. 1.8 Bank shall: (a) notify bidder immediately of any unauthorized use of any password or user id or any other known or suspected breach of security of the Software Solution panel provided under this Agreement, and (b) report to bidder immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Bank or its authorised users.	
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		1.9 Bank shall be solely responsible for the acts and omissions of its authorised users, who is given access by the Bank to the Software Solution. bidder shall not be liable for any loss of data or functionality caused directly or indirectly by the authorised users. 1.10 If Bank uses any third- party technology along with the software provided by bidder, which is not a technology offered by bidder, then bidder will not be responsible for the integration of such third-party technology and neither will it be responsible for the performance of such third-party technology. It is abundantly clarified that if the Services are interrupted or becomes faulty due to the third-party technology, bidder will not be held responsible for the same. Bank will be held responsible for any security breach to bidder's software and panel, due to any third-party technology that the Bank may integrate. 1.11 For the WhatsApp Services, which is a Meta Platform service, the Bank agrees to comply with the terms at Exhibit 1. 2. Purging of Personally Identifiable Information (PII) bidder shall retain usage data and summary of information for billing, audit, service improvements and responding to the Bank's queries. <table border="1"> <thead> <tr> <th></th><th>Product</th><th>PII Information Stored</th><th>Retention period</th></tr> </thead> <tbody> <tr> <td>1</td><td>SMS API</td><td>Mobile, message</td><td>6 months + Current month</td></tr> <tr> <td>2</td><td>Email API</td><td>Email address</td><td>3 months + Current month</td></tr> <tr> <td>3</td><td>WhatsApp</td><td>Mobile, message</td><td>3 months + Current month</td></tr> <tr> <td>4</td><td>RCS</td><td>Mobile, message</td><td>3 months + Current month</td></tr> </tbody> </table> Exhibit 1		Product	PII Information Stored	Retention period	1	SMS API	Mobile, message	6 months + Current month	2	Email API	Email address	3 months + Current month	3	WhatsApp	Mobile, message	3 months + Current month	4	RCS	Mobile, message	3 months + Current month	
	Product	PII Information Stored	Retention period																				
1	SMS API	Mobile, message	6 months + Current month																				
2	Email API	Email address	3 months + Current month																				
3	WhatsApp	Mobile, message	3 months + Current month																				
4	RCS	Mobile, message	3 months + Current month																				

			WhatsApp Terms and Conditions The Terms of Use (“Terms”) set out herein shall apply to the WhatsApp services (“Services”) being procured by the Bank under the Principal Agreement. It is understood and acknowledged that the WhatsApp Services, is a solution owned and controlled by Meta Platforms Ireland, formerly known as Facebook Ireland Limited (“Meta Platforms”) and bidder under a partner agreement dated 18 December 2018, which was subsequently amended vide a fresh partner agreement dated 30th January 2024, is authorised to provide the Services on behalf of Meta Platforms (“Meta Agreement”). It is further understood that the Bank has subscribed to the WhatsApp Services, the pricing, payment terms and duration of such service as detailed in this Agreement. If there is any inconsistency between these Terms and the contract/agreement, as to the provisioning of the WhatsApp Services, these Terms shall prevail. 1. DEFINITIONS AND INTERPRETATIONS 1.1 Definitions - o “End User” shall mean such person or entity to whom the WhatsApp messages will be sent by the Bank while using the WhatsApp Services. - o “Parties” shall mean the Bank and bidder (as the license holder), and individually as “Party” where the context so requires. - o “Services” or “WhatsApp messaging service” shall mean the WhatsApp messaging services to be provided under this Agreement. - o “Terms” shall mean the terms and conditions set out herein under this Exhibit 1; 1.2 Capitalised terms used under these Terms, not defined under this Exhibit 1 shall have the meaning ascribed to it under this Agreement.	
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		1.3 The clause headings under these in these Terms are for convenience only and shall not affect its interpretation or construction. 1.4 Under these Terms, the words ‘include’, ‘includes’, ‘including’ and ‘such as’ are to be construed as if they were immediately followed by the words ‘without limitation’. 1.5 As per these Terms, unless the context clearly indicates another intention: § reference to one gender includes a reference to the other gender, § reference to the singular includes the plural and vice versa, § reference to a clause is a reference to a, clause of these Terms and shall form an integral part of these Terms, § reference to a statutory provision shall be construed as meaning and including a reference to that provision as amended or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision, § reference to a document is a reference to that document as from time to time supplemented or varied, § unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day; § any reference to a “person” includes any natural person, partnership, firm, company, governmental authority, joint venture, association or other entity (whether or not having separate legal personality); and § the terms “herein”, “hereof”, “hereunder” and words of similar purport refer to these Terms as a whole. 2. COVENANTS OF THE BANK	
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		2.1 Bank shall at all times be responsible for creation of the content and creatives of the WhatsApp messages it proposes to send as part of the Services (“Content”). Bank will at all times be liable for the consequences arising from the Content. 2.2 Bank shall ensure that the Content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party. 2.3 Bank shall obtain prior permission from its end recipients and keep record of their valid opt-in proofs before starting the process of sending the WhatsApp messages. bidder shall be entitled to reimbursement of all costs and expenses incurred by it to defend any claims or address any complaints made by a recipient, or by Meta Platforms, or any other party or entity, for sending unsolicited WhatsApp messages. 2.4 No resale or transfer. The Bank will not (a) resell the WhatsApp solution or allow third parties to integrate with, access or use the WhatsApp solution, unless otherwise permitted by bidder in writing or (b) use any of the Meta Platforms or WhatsApp names and trademarks in any way (unless permitted under another agreement between the Bank and Meta Platforms) or (c) transfer any of its rights or obligations under these Terms to anyone else without bidder and Meta Platforms’ consent. 2.5 Compliance with law. Bank hereby represents and warrants that its access or use of the WhatsApp solution for business or commercial purposes complies with all applicable laws, rules, and regulations. It further represents that it will restrict access to its Content and apps in accordance with all applicable laws, rules and regulations,	
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			including geo-filtering or age-gating access where required. If Bank is located in a country that is subject to embargo under the laws of the United States (or under similar laws applicable to you) you may not engage in commercial activities on the Meta Platforms Products unless authorised by applicable laws. If the Bank is on the US Treasury Department's list of Specially Designated Nationals (or an equivalent list), the Bank will not be allowed to use Meta Platforms' WhatsApp services. The Bank will also be unable to access or use the WhatsApp solution or any other Meta Platforms products, if the Bank is prohibited from receiving products, services or software under applicable law. 2.6 Data Restrictions. Bank will not use the WhatsApp solution to collect from people, information that: (i) is known or reasonably should be known is from or about children under the age of 13; or (ii) includes health, financial, biometrics or other categories of similarly sensitive information (including any information defined as sensitive under applicable law); except in cases where Bank is sending financial information for the express purpose of effecting a financial transaction between the Bank and its End User. 2.7 Meta hosting terms. The Meta Platforms hosting terms as available at https://www.facebook.com/legal/Meta-Hosting-Terms-Cloud-API, shall apply to the Bank for usage of the WhatsApp services and the Bank agrees to comply with the requirements under the same, as applicable to it 2.8 Meta Policies: The Bank hereby agrees to comply with the following Meta Platform policies, as may be amended by Meta Platforms, from time to time: • https://www.whatsapp.com/legal/business-policy • https://www.whatsapp.com/legal/business-solution-terms/ • https://developers.facebook.com/terms/dfc_platform_terms/	
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		2.9 Bank shall provide its Facebook Business Manager Id and shall approve bidder's account in its FB business manager to enable the WhatsApp Business service. 2.10 If the Bank uses any third- party technology along with the software provided by bidder, then bidder will not be responsible for the integration of such third-party technology and neither will it be responsible for the performance of such third-party technology. Further, the Bank may require to sign such additional documents, as may be prescribed by Meta Platforms for such 3rd party tools and solutions. It is abundantly clarified that if the Services are interrupted or becomes faulty due to the third-party technology, bidder will not be held responsible for the same. Bank will be held responsible for any security breach to bidder's software solution, due to any third-party technology that the Bank may integrate. 3. OTHER COVENANTS 3.1 The Bank acknowledges that the Services are provided on an "as is" basis. bidder is not responsible in any way for the WhatsApp messaging services being provided by Meta Platform, which is directly operated by Meta Platform. 3.2 bidder shall not be held in breach of its obligations under these Terms if a WhatsApp message is not sent due to (a) the receiving handset being switched off, (b) mobile number provided is incorrect, (c) the handset is out of coverage area, (d) the recipient does not have internet connectivity to receive WhatsApp messages, or (e) the mobile number has been deactivated by the Bank or the End User. 3.3 The Services provided by bidder are contingent upon the facilities and business rules of Meta Platforms, as set out under the Meta Agreement. In the event of any change in the terms and conditions or business rules by Meta Platforms under the Meta Agreement that impacts the ability of bidder to provide the Services herein	
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		covered under these Terms, bidder shall notify the Bank of such change in the terms and conditions and such revised terms will apply to the Bank forthwith. Continuance of the usage of the Services by the Bank shall deem to mean acceptance by the Bank of the revised rules and terms. If the Bank fails to comply with the revised rules, bidder reserves the right to terminate the Services forthwith, without liability and any damages or penalty arising on bidder due to non-compliance by the Bank, will be made good by the Bank. 3.4 The Services will automatically terminate, if Meta Platforms terminates its engagement with bidder. 3.5 Meta Platform's right to termination and/or suspend the Services 3.5.1 Reserved Rights: Notwithstanding anything to the contrary, Meta Platform reserves the right to and without liability, immediately limit, suspend, or terminate the Bank's access to the WhatsApp solution, and/or any or all user data (or any portion thereof), if Meta Platform believes, in its sole discretion, that it is desirable to: (a) protect the integrity, security, or privacy of any Meta Platform products, systems, or data and/or any users, (b) protect any Meta Companies from regulatory, financial, or legal liability and/or to comply with any law, rule or regulation, or (c) prevent or limit risk of harm or damage (including reputational harm or damage) to any Meta Companies and/or any Meta Company products, systems, or data. "Meta Companies" means the companies listed at https://faq.whatsapp.com/481188387305001 (or a successor URL). It is abundantly clarified that bidder shall not be liable to the Bank for any termination or suspension of WhatsApp services by Meta Platform under this clause. 3.5.2 Suspension and Termination. Meta Platforms may immediately suspend or terminate the Bank's access to the WhatsApp solution, if the Bank is in breach of the terms under these Terms (including the policies to the links stated in these	
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		Terms). Upon termination, bidder will promptly delete access of the Bank to the WhatsApp solution and any related software code. It is abundantly clarified that bidder shall not be liable to the Bank for any termination or suspension of WhatsApp services by Meta Platform under this clause. 3.6 Upon expiry or termination of the WhatsApp Services for any reason: (i) All WhatsApp services and the license to the same will be discontinued. (ii) All outstanding fees and charges towards the already availed WhatsApp Services will become payable by the Bank within 15 (fifteen) working days from the expiry or termination date of the WhatsApp services. 3.7 It is clarified that where the Agreement expires or is terminated in full, these Terms also terminate alongside, except for the terms which are meant to survive as per point 5.3 below. 4. GENERAL PROVISIONS 4.1 Sharing of Bank Information: (a) Reports: bidder shall be entitled to provide to Meta Platforms, reports related to the Bank's usage of the WhatsApp solution, as may be requested by Meta Platforms from time to time. Where any such information rests with the Bank, the same shall be provided by the Bank to bidder within 15 days of being notified/ informed of the same. (b) Required Information: Bank hereby consents to bidder sharing Bank information or where Bank has the information, the Bank will promptly provide bidder with all information relating to the Bank that is requested by Meta Platforms in connection with a response to or request from local authorities, regulators, or other governmental entities, or as otherwise reasonably required by applicable laws,	
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			regulation, or administrative requirements 4.2 Survival: Point 2-if applicable (to the extent of any penalty imposed by Meta Platforms, post termination/cessation of the WhatsApp Services, for any default or breach by the Bank of any Meta Platforms terms, arising prior to the cessation of the WhatsApp Services), Point 3.6 (post termination obligations), Point 4 (General Provisions) shall survive the tenure, termination or expiration of these Terms, in accordance with applicable laws.	
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Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
308	163	Annexure 25 - Proposed Team Profile	Kindly confirm whether this Annexure is required to be submitted along with the Technical Bid or after the award of work.	No Change. Please refer page 113 point 89. Checklist for Submission
309	166	117	Annexure 28 - Format for Local Content - There are multiple products mentioned in local content and difference products having different local content % (example - For RCS and Whatsapp) . Please confirm can we submit local content certificate % product wise.	No Change
310	166	Annexure 28	Format for Local Content (Please allow to get this certificate by the cost accountant.	No Change
311	173	120. Annexure 31 - Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"	Please note that with respect to the SMS services the clause shall not be applicable as SMS services are telecom services and not IT services.	No Change
312	173	120. Annexure 31 - Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"	We have not signed any agreement with RBI, it is not applicable for our Industry. Please remove this Annexure or elaborate on the expectation. "Appendix III provides an indicative (but not exhaustive) list of a) Services/ Activities <u>not considered</u> under "Outsourcing of IT Services" for the purpose of this Master Direction". In Appendix III subclause A point iii - <u>SMS gateways (Bulk SMS service providers) is mentioned</u> . Therefore, we fall under the category of Appendix III subclause A point iii for providing SMS Gateways to RE's. Hence Vendor Services are expressly excluded from Outsourcing of IT services, so this direction does not apply to us.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
313	174	Annexure 32 "Format for Credential Letter"	We understand the bidder has to submit Annexure 32 "Format for Credential Letter" on bidder's letterhead . Please confirm	Clarification.Please refer Corrigendum.
314	174	121. Annexure 32 "Format for Credential Letter"	Clients share Experience / Credential letters in their prescribed formats as per their policy. Please accept letter in other formats received from clients.	No Change
315	174	Annexure 32 "Format for Credential Letter"	With reference to the "Format for Credential Letter," kindly confirm whether this letter is required to be submitted along with the Technical Bid. Further, we would like to highlight that Public Sector Banks typically follow a longer internal process for issuing such letters, which may not align with the bid submission timelines. Therefore, we request you to kindly consider email confirmation or equivalent documentary evidence in lieu of the credential letter.	No Change. Refer page 174 footnote)

Tender Reference Number GEM/2026/B/7372847				
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Sr. No.	Page No#	Point / Section	Query	Bank's Response
316	116– 117 & 168– 169	Annexure 2 – Masked Commercial Bid (BOM), Line Item 16 & Note (i) / Annexure 30 – Infrastructure Sizing Requirement, I. Facility Management	We request the Bank to kindly clarify the commercial linkage between Annexure 30 – Infrastructure Sizing Requirement (Facility Management costing) and Annexure 2 – Masked Commercial Bid (BOM). Whether Annexure 30 FM rates are only reference and not added in TCO? Whether Annexure 30 FM rates total will be included in BOM point no 16? 1000 numbers is mentioned whether 365*3=1095 qty should be 1095. Kindly confirm whether Annexure 30 FM costing is only an indicative / reference schedule and excluded from TCO, or whether the same is required to be commercially mapped to Annexure 2 BOM Line Item No. 16 and included in the final commercial evaluation.” Both annexure will be uploaded on price breakup?	Change, Please refer corrigendum
317	gem	GeM Bid Document — General / Entire Contract Framework: Limitation Of Liability	We would strongly request that the final contract modifies the current clause and besides the limitations provided, we request to include a mutual Limitation of Liability clause providing that: (a) the aggregate liability of Bidder for all claims under the contract, whether in contract, tort, or otherwise, shall not exceed the total fees paid / payable to Bidder in the 12 months preceding the relevant claim; (b) neither party shall be liable for any indirect, consequential, special, or punitive damages; and (c) these limitations shall not apply only in cases of fraud or wilful misconduct.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
318	gem	GeM Bid Document — General / Entire Contract Framework: (No explicit Data Protection / Confidentiality clause found in the available bid documents)	Given that Bidder will be handling the Bank's customer data, including mobile numbers and financial communication data, in the course of providing SMS and notification services, it is critical that the contract include clear data protection and confidentiality obligations on both parties. We would request that the final contract include: (a) a mutual confidentiality clause protecting both parties' proprietary and customer information; (b) a Data Processing Agreement aligned with applicable Indian data protection law (including the Digital Personal Data Protection Act, 2023); and (c) a clear allocation of liability in case of a data breach, ensuring that Bidder's liability is limited to breaches directly attributable to its own negligence or wilful misconduct and is capped at an agreed amount.	No Change
319	gem	GeM Bid Document — General / Entire Contract Framework: Indemnities	The bid documents, read together, suggest that Bidder could be required to indemnify the Bank for a wide range of events including IPR infringement, malicious code, labour law violations, and breach of contract — without any cap or mutual obligation. We would request that the final contract contain a balanced indemnity clause that: (a) is mutual — i.e., the Bank also indemnifies Bidder for claims arising from the Bank's own acts or omissions; (b) caps Bidder's indemnity obligation at the total contract value paid in the 12 months preceding the claim; (c) excludes liability for indirect or consequential losses; and (d) requires the indemnified party to promptly notify the indemnifying party of any claim and allow it to control the defence of such claim.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
320	gem	NIT — Notice Inviting Tender: "The Bank is not bound to accept any particular tender received in response to this invitation and reserves the right to reject all tenders and cancel the tendering process at any time without any liability to any party whatsoever."	While we understand that the Bank reserves the right to reject bids, the current language excludes any liability whatsoever even in cases where Bidder has already incurred significant costs in preparing and submitting the bid (e.g., cost of preparing technical documents, EMD processing, etc.). We would request that the Bank consider including a provision that, in case of cancellation of the tender after the bid submission deadline, the Bank will promptly refund the EMD and reimburse reasonable and documented bid preparation costs incurred by the bidder.	No Change
321	gem	GeM Bid Document — Bid Details Section: "Arbitration Clause: No. Mediation Clause: No."	We note with concern that the GeM Bid Details expressly state that there is no arbitration clause and no mediation clause in this contract. This means that in case of any dispute between the Bank and Bidder, the only recourse available would be through ordinary civil courts, which can be time-consuming and costly. We would respectfully request that the Bank consider including an arbitration clause in the final contract, providing for resolution of disputes through a neutral arbitral tribunal under the Arbitration and Conciliation Act, 1996. Alternatively, we request that a tiered dispute resolution mechanism — escalation → mediation → arbitration — be introduced for the benefit of both parties.	No Change
322	gem	GeM Bid Document — Bid Details Section: "Contract Period: 3 Year(s)"	The RFP specifies a contract period of 3 years, but is silent on the conditions, notice period, and consequences of early termination — whether by the Bank or by Bidder. We would request that the final contract clearly specify: (a) the minimum notice period required for termination (e.g., 90 days); (b) the payment obligations of the Bank for services already rendered if the contract is terminated early; and (c) the circumstances under which either party may terminate without penalty — including events outside either party's control (force majeure).	No Change

Tender Reference Number GEM/2026/B/7372847				
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Sr. No.	Page No#	Point / Section	Query	Bank's Response
323	gem	GeM Bid Document — Buyer Added Bid Specific Terms & Conditions, Clause 1: "The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration."	This clause gives the Bank the right to change the contract quantity or duration by up to 25% without Bidder's consent, while Bidder is bound to accept such changes. We would respectfully request that any increase in scope or duration beyond the originally agreed terms should be subject to mutual written agreement, including a corresponding revision in the applicable commercial terms and pricing. We also request that a minimum notice period (e.g., 30 days) be provided before any such variation is effected, so that Bidder can make the necessary operational arrangements without disruption.	No Change
324	gem	GeM Bid Document — Buyer Added Bid Specific Terms & Conditions, Clause 3: "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."	We appreciate the Bank's concern regarding cybersecurity. However, the current clause appears to make Bidder liable for any breach related to malicious code without limiting the scope or quantum of such liability. We would kindly request that this clause be amended to clarify: (a) that liability shall arise only if the malicious code was knowingly introduced or resulted from gross negligence on Bidder's part; (b) that Bidder's liability shall be capped at the total value of the contract; and (c) that Bidder shall not be held liable for vulnerabilities arising from the Bank's own systems, infrastructure, or third-party integrations.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
325	gem	GeM Bid Document — Buyer Added Bid Specific Terms & Conditions, Clause 2: "Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact..."	We understand the importance of the Integrity Pact in government procurement. However, the current clause does not specify the consequences or penalties for alleged violations of the Integrity Pact. We would request that the Bank clarify: (a) the process for investigation in case of an alleged breach; (b) Bidder's right to be heard (natural justice / due process) before any adverse action is taken; and (c) the specific penalties applicable, so that Bidder is not exposed to open-ended or disproportionate liability under this clause.	No Change
326	gem	GeM Bid Document — Buyer Added Bid Specific Terms & Conditions, Clause 5 (Assignment / Sub-contracting): "The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer... The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/sub-contractor..."	While we understand and accept the restriction on assignment without consent, we would like to request a reasonable carve-out for intra-group assignments — i.e., assignments to Bidder's subsidiaries or affiliates — which should be permitted with prior written notice rather than requiring consent. Further, in cases where sub-contracting is approved by the Bank, we would request that Bidder's joint and several liability be limited only to the specific portion of the work sub-contracted, rather than the entire contract, so that Bidder's residual liability is proportionate and fair.	No Change

Tender Reference Number GEM/2026/B/7372847				
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Sr. No.	Page No#	Point / Section	Query	Bank's Response
327	gem	GeM Bid Document — Labour Laws Compliance: "Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law."	While Bidder is fully committed to compliance with all applicable labour laws, the current clause gives the Bank an open-ended right to take "appropriate action" in case of non-compliance, without defining what such action entails or capping the resultant liability. We would request that the clause be amended to provide: (a) a reasonable cure period (e.g., 30 days) for Bidder to remedy any inadvertent non-compliance before the Bank exercises any right; (b) that liability under this clause shall be limited to instances of material and wilful non-compliance; and (c) that the Bank's remedy shall be proportionate to the nature of the breach rather than constituting a right to terminate the contract outright for minor infractions.	No Change
328	gem	GeM Bid Document — General Terms & Conditions Hierarchy: "However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions."	This clause establishes that the Service Level Agreement (SLA) overrides the General Terms and Conditions (GTC) in case of a conflict, without clearly defining the precedence of all contract documents. In a complex arrangement involving the GeM GTC, the SLA, the RFP, and the final Work Order, it is important to have a clear and agreed order of precedence. We would request that the Bank include a clear "Order of Precedence" clause in the final contract, listing all contract documents in order of priority, so that any conflict or ambiguity can be resolved without dispute.	No Change
329	General	Existing Setup	Kindly confirm whether the Bank is currently using any unified communication platform / middleware acting as a central communication system across channels.	No Change.Details will be shared with successful bidder
330	General	Existing Volume	Request Bank to share channel-wise existing and peak volumes (SMS, WhatsApp, RCS, Email, Voice, Push Notifications) for accurate sizing and pricing.	No Change

Tender Reference Number GEM/2026/B/7372847				
Date of RFP Issue 18/03/2026				
Procurement of SMS (Push and Pull), Virtual Mobile Numbers (VMN), E-mail, Web and App push notifications, RCS (Rich Communication Services), WhatsApp notifications, voice alerts and campaign Services along with middleware services for Central Bank of India				
Sr. No.	Page No#	Point / Section	Query	Bank's Response
331	sow	13. Platform Routing and reliability:Country-Based Routing for International Messages: For messages sent outside India, the platform must support country-specific routing. The middleware should be able to define rules such as using Intelligent routing based upon delivery one vendor for the USA and another for APAC or Europe etc., ensuring better delivery and compliance.	Bank to facilitate the Country based template registrations	No Change
332		Middleware evaluation criteria clarification	The RFP allocates 10 marks for middleware demonstration. Kindly clarify the specific functional and non-functional parameters on which the middleware solution will be evaluated — for example, message throughput (TPS), message deduplication. Will a live load test be part of the demonstration? Intent: To understand how the 10 middleware marks will be assessed so bidders can prepare an appropriate demonstration.	No Change. Refer Page 138 Annexure - 13
333		TPS requirement: sustained vs peak load	The RFP specifies 5,000 TPS (2,500 submission + 2,500 DLR).Please clarify whether this is the sustained throughputrequirement throughout the day, or the peak burst capacity required during high-volume events such as salary credit cycles,festive campaigns, or system-generated bulk alerts. Will themiddleware be tested at 5,000 TPS sustained for a definedduration during technical evaluation? Intent: To correctly size and demonstrate the middleware solution during the evaluation stage.	No Change, Please refer Page 46 Point 7.15

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Sr. No.	Page No#	Point / Section	Query	Bank's Response
334		Duplicate message suppression: middleware scope	The RFP requires prevention of duplicate messages when multiple bank systems trigger the same notification within a short time window. Should this deduplication logic be implemented at the middleware layer (centralised, across all source systems) rather than requiring each source application to independently manage it? Will the middleware's deduplication capability be part of the evaluation? Intent: To confirm whether deduplication is a middleware-level scored requirement.	No Change. Refer Page 138 Annexure - 13
335		Middleware sub-vendor eligibility	The RFP requires the prime bidder to be a TRAI-registered RTM or telecom operator. In cases where the prime bidder proposes a specialised middleware technology from a third-party software provider as part of their solution, will the middleware provider need to independently meet any of the eligibility criteria	No Change.
336		Hardware & software supply	Request to Consider the Hardware & Software in Bank's Scope as it will affect the overall SMS costing	No Change
337		General Query	bidder as a telemarketer is already integrated with Middleware provided by bidder for the communication channels. Other vendor APIs are not pre-integrated, neither we know their API format, hence this will be considered as customization on Middleware and accordingly will be charged as customizations charges on per man day basis mentioned in the commercial BOQ, kindly accept the same	No Change
338		Additional Queries	Please confirm whether Consortium is allowed or not.	No Change. Please refer page 16 point 2.1 A.1 Eligibility Criteria Checklist for Submission

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Sr. No.	Page No#	Point / Section	Query	Bank's Response
339		MSME Exemption	we request the Bank to kindly clarify whether any exemption / relaxation in EMD / Bid Security is available for Medium Enterprise bidders, and if not, kindly confirm the same explicitly.	No Change, Please refer Gem guidelines and RFP
340		Eligibility Criteria Compliance	The RFP does not explicitly specify whether participation through a Joint Venture (JV) / Consortium is permitted. In view of the multi-channel and large-scale requirements of the project, we request the Bank to kindly allow participation through JV/Consortium. Further, in case JV/Consortium participation is permitted, kindly clarify the following: - Whether financial and technical eligibility criteria (turnover, experience, certifications, infrastructure, etc.) can be considered cumulatively across all members. - Whether there will be a requirement for a Lead Bidder, and if so, what proportion of eligibility criteria must be met by the Lead vs other members. - Whether roles and responsibilities of each member need to be defined upfront and whether the Lead Bidder will bear sole responsibility towards the Bank. - Any specific documentation requirements such as JV agreement / Memorandum of Understanding (MoU) to be submitted along with the bid. - If contract is placed on a Joint venture bidder, do bidder need to form a company after the placement? In case JV/Consortium participation is not permitted, kindly confirm the same explicitly.	No Change

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341		Subsidiary/Affiliate	Kindly confirm if Bidder along with its affiliate including its subsidiaries can participate and can submit credentials of the parent company. The contracting and invoicing for proposed services/goods specified in this RFP will be managed by bidder or its wholly owned subsidiary.	No Change
342			INTEGRITY PACT Request deletion of the Fall clause since the scope of work, contract term and terms & conditions varies from customer to customer	No Change
343		General	All indemnities under the RFP should be subject to the proposed Limitation of Liability clause	No Change
344		General	In some clauses Bidder is liable for indirect and consequential losses, in some the same is excluded. Please confirm whether the bidder is liable for indirect and consequential damages under the RFP	No Change
345		The Bidder should have a) Capability to handle at least 10 Crore Real Time SMS alerts (Transactional/Promotional) per day for the Bank. b) Capable of sending voice messages (if email ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost.	can we change it as capability to handle 5 Crore Real Time SMS alerts (Transactional /Promotional) per day for any central Govt/state Govt?	No Change

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