



**Request for Proposal
for
Selection of Service Provider for Providing Authentication Control Server (ACS) Services for
Online Card Transactions**

TENDER No. CO:DP&TB:2022-23:1 dated 30.03.2023

List of abbreviations

ACS	Authentication Control Server
AMC	Annual Maintenance Contract
BOM	Bill of Material
CBS	Core Banking Solution
CO	Central Office
DC	Data Centre
DR	Disaster Recovery
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
POC	Proof of Concept
RFP	Request for Proposal
SLA	Service Level Agreement
CGST	Central Goods and Services Tax
SGST	State Goods and Services Tax
IGST	Interstate Goods and Services Tax
ITC	Input Tax Credit
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return



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The products and services required, bidding procedures, contract terms and conditions are prescribed in the RFP. The Bidding Documents include:

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This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Central Bank of India expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

PART 1: INVITATION TO BID

Name of the Company	Central Bank of India	
Bid Ref No.	Central Bank of India, Tender No. CO:DP&TB:2022-23:1 dated 30.03.2023	
Date of Availability of RFP document for downloading from the Bank's website	30.03.2023	
Cost of the tender document (Non -Refundable)	Rs. 8,500/- (Rupees eight thousand five hundred only)	
EMD (Earnest Money deposit) Amount	Rs. 25,00,000/- (Rs Twenty Five Lakhs only)	
Last date of submission of Pre-bid Queries	06.04.2023 by 12:00 NOON	
Pre-bid meeting with Bidder on queries raised	12.04.2023 at 03:00 PM	
Last Date and Time for receipt of Bids (Commercial & Technical)	28.04.2023 at 03:00 PM	
Date and Time of opening of Technical Bids.	28.04.2023 at 03:30 PM	
Place of Opening of bids /pre-bid Meeting	Digital Payments & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai - 400 023.	
Address for Communication	Assistant General Manager (DPTB) Digital Payments & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai - 400 023.	
Contact Name, Telephone Number and Email	Mr. Arun Kumar Mishra 022-49197332 agmdptb@centralbank.co.in	Mr. Chander Singh 022-49197340 cmittxnbkg@centralbank.co.in
Website:	www.centralbankofindia.co.in	
Tender Download Page:	https://www.centralbankofindia.co.in/en/active-tender	

1. Background

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4500 network of branches, offices spread across the length and breadth of country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 3600 ATM(s) spread across the country. Bank has completed 111 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, MSME and Agricultural sector. The Bank has sponsorship in 2 Regional Rural Banks (RRB).

Bank has implemented Core banking Solution B@ns24 in all its 4500 plus Branches from Tata Consultancy Services Limited. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc. At present more than 78% of Banking customer transactions are through digital mode using RTGS, NEFT, NACH, Internet banking, Mobile Banking, UPI, IMPS, UPI-BHIM, Online Debit/Credit Cards, etc.

2. Objective

- 2.1 This Request for Proposal (RFP) is to invite proposals for providing ACS services (RuPay PaySecure, Verified by Visa (VbV), MasterCard Secure Code) for card online transactions and other products in hosted model as per the Terms & Conditions, Technical Specifications and Scope of Work described in this document.
- 2.2 The bidder would be required to provide the software solution and implement and integrate the same as per the Bank's requirement mentioned in the scope of this RFP.
- 2.3 Bank invites offers for providing ACS services for Online Card Transaction and Other related products.
- 2.4 Bank expects the vendor to offer best in class solution with competitive pricing and highest security safeguards.
- 2.5 Objective and purpose of the bank through this RFP is to invite technical and commercial bids for selection of service provider for providing ACS Solution for Online Card Transactions and integrating it with all the necessary switches.
- 2.6 The main objective of this project is:
 - 2.6.1.1 To procure the Authentication Control server services along with end to end integration and support on opex basis.
 - 2.6.1.2 Bidder has to supply, install and configure all the required software/hardware etc. for the successful implementation of the proposed solution for both DC & DR sites of the Bank and renewal thereafter on mutual agreement.
 - 2.6.1.3 Creating and managing environments for Integration testing and UAT (User Acceptance Testing).
 - 2.6.1.4 To integrate the Solution with Bank's existing switch/interface/application as required by the Bank.
 - 2.6.1.5 Keeping in view the Bank's existing and futuristic requirement, the deployed solution should be Scalable & Highly available. The proposed solution should meet the current and futuristic requirement of the Bank.
 - 2.6.1.6 It may also be noted that all the activities in the IT operation are subject to audit /inspection by Security Auditors and compliance audit of the software deployment. Selected Bidder must take same into consideration while delivering the desired services.

3. Schedule of Bid submission / Address for communication

The Bid Document be downloaded from Bank's Website

<https://centralbankofindia.co.in/en/active-tender> and the bid should be submitted to the office of Central Bank of India , Digital Payment & Transaction Banking Department, 1st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400023.

Please note that all the information desired needs to be provided. Incomplete information may lead to rejection.

All Bids must be accompanied by Bid Security.

A refundable bid security of **Rs. 25,00,000/-** to be paid by means of a Bank Guarantee / demand draft / pay order favouring "Central Bank of India" payable in Mumbai to be submitted along with the technical bid. The cost of the tender document is Rs. 8,500/- (Rupees Eight Thousand Five Hundred only) and the same may be paid at the time of pre-bid meeting or along with the technical bid in a separate envelope.

Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site. No separate intimation of such changes will be done. Bidders are required to keep themselves updated from the web-site of the bank.

Definitions

In this Contract, the following terms shall be interpreted as described below:

- "Supplier", "Successful Bidder" "Vendor" is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.
- "The Services" means those services ancillary for providing ACS services for online card transactions and other such obligations of the Supplier covered under the Contract;
- "TCC" means the Terms and Conditions of Contract contained in this RFP.
- "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

PART 2: DISCLAIMER

a) The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) 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.

b) This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of 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.

c) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

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PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

- Central Bank of India (hereinafter referred to as THE BANK) is looking for providing ACS services (RuPay PaySecure, Verified by Visa (VbV), MasterCard Secure Code) for card online transactions and other products in hosted at bidder premises modelas per the Terms & Conditions, Technical Specifications and Scope of Work described in this document for period of 5 years. Bank may renew the contract on same terms & conditions for further period, but shall not exceed more than 2 (two) years with mutual agreement based on the satisfactory performance of the bidder. Decision for renewal shall be at the sole discretion of the Bank
- Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Bank also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

Errors and Omissions

- Each Recipient should notify the Bank of any error, omission or discrepancy found in this RFP document. Notification should be made to Banks's contact details provided in RFP document.

Acceptance of Terms

- The purpose of this RFP is to provide necessary information to the potential Bidders, who qualify and intends to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, however the potential Bidders if require more information than what has been provided in the RFP, in such cases, the potential Bidder(s) may seek additional information/clarification required from Bank. Bank reserves the right to provide such additional information/ clarification at its sole discretion either one to one basis to the bidder or clarify it to all the potential bidders as deem fit. In order to respond to the RFP, if required, and with the prior permission of Bank, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake analysis or study.
- Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim by any bidder or any potential Bidder may make in case of failure to understand the requirement and respond to the RFP.
- Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend , replace, modify or supplement the information given in the RFP and specify additional requirements or cancel the RFP at any time without assigning any reason thereof and without any prior notice.
- The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and time lines, etc. It is the Bidder's responsibility to:
- Properly understand and examine the RFP;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;
- A recipient will, by responding to the Bank's RFP with a submission, be deemed to have accepted all the Terms & Conditions as stated in this RFP document in totality without any condition whatsoever.

3.2 Scope of Work

The Bidder should follow a suitable methodology for delivering the requirements of the RFP over the tenure of the contract.

The detailed scope of works for Authentication Control Server services for card online transactions as under:

a. Volume:

Indicative volume of card online transactions for Bank and its Sponsored RRBs are atleast 3.5 Crores transactions per year. This volume is only indicative and based on the current transactions' volume of the Bank. However, the actual transactions' volume may vary widely due to any reasons and Bank may not avail any of the services also at all. The Bank has right to change the volumes specified herein, in the event of changes in Bank's plans/ policies/ regulatory guidelines, etc.

b. Scalability:

The solution to be deployed by the selected service provider must be capable and scalable of meeting Bank's current and incremental business volumes, peak time volumes, etc.

c. Setup, Implementation, Migration, etc.:

Since the request for proposal is for a hosted model, procurement and deployment of required hardware, firmware, software, application, connectivity with the card schemes, etc. will be the responsibility of the selected service provider. These IT infrastructures will be deployed at selected service provider's location within India. The selected service provider will have to provide networking equipment for point to point connectivity with fail over backup from its primary Data Centre & Disaster Recovery/backup site to Bank's Data Centre & Disaster Recovery Site. The leased lines/ connectivity will be procured by selected bidder.

1. Setup and implementation with the Bank's host / card schemes (including all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third party dependencies, etc.) should be completed within 6 weeks from the date of Purchase Order.
2. The selected service provider should provide for all integration and implementation support for connectivity and data transfers between the Bank or Bank's authorized site serviced by third party and the service provider's site where the proposed solution is hosted. Selected service provider will ensure implementation and maintenance of all industry best practices and stringent data security related to services including under this RFP.
3. Selected service provider will have to ensure uninterrupted services to the Bank and for the same, must have appropriate Business Continuity/ backup plans, functional backup/ DR setup and will comply to Banks' Business Continuity Plan /BCP policy
4. Selected service provider will be responsible for implementation of on-going software maintenance updates including card network and regulator mandated updates and changes.
5. Bank/ RRBs will not make any payment for initial setup and implementation and make payment for the transactions only as per the details given in the annexure for commercial offer.
6. The selected service provider will have to migrate, if required the existing card data to the proposed solution without any service impact to the existing customers.
7. Selected service provider will have to ensure compatibility of the systems, data formats, connectivity, etc. at all levels for successful implementation and functioning of the services.

d. Transaction authentication process flow:

Bank will utilize OTP authentication for RuPay PaySecure, Verified by Visa and Master Card SecureCode card online transactions.

The transaction authentication process broadly comprises of following:

1. Displaying masked registered mobile number on the authentication page to the cardholder for information.
2. Sending an OTP to the cardholder on his/ her registered mobile number for ecommerce transactions which should be valid for pre-configured period from the OTP generation time. OTP must expire if used once within the validity period. A provision is also required to send an OTP or notification about dispatch of OTP through email on the registered email ID of the cardholder.
3. Selected service provider is required to securely store limited cardholder data on their systems including registered mobile number of the cardholder at the option of the Bank.
4. In case of change of mobile number, customer opts for change of mobile number against masked mobile number displayed on authorization page, requesting for changed registered mobile number of the cardholder to Bank's system through web service/ other appropriate channel and replacement of the changed number in systems of the service provider.
5. If the OTP has expired and has not been used, then cardholder should receive a different OTP than earlier one.
6. In case if OTP is not generated/ received within stipulated time due to any technical issue, there should be a "Resend OTP" option or by sending SMS through registered mobile number.
7. Validation of an OTP and sending the status of 3D Secure authentication to card scheme network or acquiring Bank as per the process flow of the card scheme for further authentication through Bank.
8. ACS Screen should display the message to customer for which mobile number OTP has been sent. In ACS screen Mobile number should be masked except display of First two and last two digits (configurable) and OTP entered by customer in payment screen is also to be masked. ACS screen should be configurable.
9. OTP delivery in other channel- Email also to be provided. OTP/Message format, from email address and Display message in Screen should be configurable.
10. Support for international OTP SMS to be offered. Data structure/format to be decided with Bank
11. The application shall have a support for multiple languages processing.
12. Velocity check should be provided for successive incorrect entries of OTP and for unsuccessful attempts Cards should get Block (Soft/Hard Block). Velocity interval of transaction should be provided by default or configurable as per Bank requirement.
13. Should be capable of approving transactions for onward/inward routing and authorization through Bank's debit card switches.
14. DC & DR Servers and complete set up solution should be located in India & and should comply Business continuity, Backup procedure, DR Drill & all statutory standards etc. Should provide point to point connectivity with fail over back up

from its Primary Data Center & Disaster Recovery /Backup site to Bank's DC/DR. DR Drill should be carried out at regular time period as per guidelines or Bank decided time without any additional cost to Bank.

15. The product should be capable to integrate with all the Bank's Switches and should also be able to integrate with any other switch if any Switch Changes is done by Bank.
16. Should comply with international standards like EMVCO 3DS 2.0 (Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank. The application should have the capability of handling 3DS 1.0 as well as 3DS 2.0.
17. Bidder to support the tokenisation system if the Bank provides data as per Tokenised mechanism (Capable of handling tokenisation method).
18. Provision of unblocking the card blocked for online transactions.
19. Bidder to support 8 Digit BIN Mandate transaction processing.

The application of the selected service provider should also support 3D-Secure static Password and necessary processes including registration. In case, Bank changes the authentication process to static password for selective cards, during the contract period, it has to be implemented by selected bidder without any cost.

e. Fraud risk management

The solution/ application proposed by the bidder should have rule based, real time fraud risk management capabilities implemented. Details should be shared with the Bank and the configuration should be done as per the requirement of the Bank.

f. Co-ordination:

The selected service provider will have to coordinate with the Bank's switch vendor, respective payment card scheme, IT team, etc. in liaison with our Department wherever necessary, for implementation, carrying out changes and smooth functioning of the services during contract period.

g. Security:

The proposed solution should support session/ connection timeouts, automatically soft-block the cards for all online transactions in case of successive pre-configured unsuccessful attempts due to wrong credentials (to be decided in consultation with the Bank), attempts, provide a secured portal or suitable option chosen by the Bank for individual/bulk unblocking of the cards so blocked.

h. Compliances:

Currently, Bank is issuing cards of RuPay, VISA and MasterCard card schemes.

1. Selected service provider will have to provide Authentication Control Server services strictly in conformity with the guidelines issued by the respective card schemes, Reserve Bank of India, Govt. of India and any other regulator/ authority for

payments systems. If, in future Bank joins any other card scheme, the selected service provider will be responsible for implementation of the Authentication Control Server services without any additional cost to the Bank.

2. Any upgrades of software/hardware required during contract period to comply with guidelines issued by the respective card schemes, Reserve Bank of India, Govt. of India and any other regulator/ authority for payments systems, the selected service provider will be responsible for the upgrades without any additional cost to the Bank.
3. The service provider's solution should comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCIDSS) and/ or Payment Application Data Security Standard (PA-DSS) without any additional cost to the Bank.
4. Selected service provider is required to implement all the mandates issued by card schemes, other regulatory or Government agencies including Reserve Bank of India in time to avoid any non-compliance during the contract period. Any penalty by these authorities due to non-compliance of mandates/ compliances will be recovered from the selected service provider.
5. Selected service provider will have to retain the data as per the regulatory, scheme and other guidelines.

i. Helpdesk Service:

Selected Service Provider will provide 24 X 7, 365 days operational services and helpdesk. Selected Service Provider will have to provide all required support for Testing, documentation and provide necessary training wherever required to Bank staff.

j. MIS Reports:

Selected bidder is required to provide following MIS reports (as per Bank's format) in softcopy as per the periodicity mentioned:

- a. Real time access to transaction and customer data.
- b. Periodical data of transactions processed (card scheme-wise/ variant-wise, etc.)
- c. No. of cards unblocked period-wise/ variant-wise.
- d. Service unavailability report on monthly basis or as per the frequency decided by Bank
- e. Any other related report/SLA report required by the Bank on monthly basis or per the frequency decided by the Bank

k. Incident Reporting:

Selected service provider should have in place an incident reporting system and will have to report incidences of any nature which is required to be in the notice of the Bank including security breaches immediately upon it comes to notice of the service provider. The service provider will share the incident details to the Bank team as per the escalation metrics shared by Bank from time to time. RCA will be shared to Bank within timeframe given by Bank.

l. Data Retention:

Selected service provider will have to ensure data retention related to the authentication services as per the regulatory guidelines and will have to provide the same as and when required by the Bank in appropriate usable format. In case of non-compliance of the same, any penalty / loss to the Bank will be attributed to the selected service provider and the same will be recovered from the monthly billing of the selected service provider and from the Performance Bank Guaranty.

m. Service Levels (Uptime Guarantee):

Selected service provider shall ensure an uptime of 99.5% to be calculated on monthly basis. Selected service provider will avail downtime for scheduled service maintenance with prior notification and in accordance with card schemes/ RBI /Regulatory body guidelines. Any downtime beyond allowable downtime will attract penalty and the same will be deducted from the billing of the selected service provider. The penalty will be deducted from the monthly billing of the selected service provider as under:

Service Levels (Uptime)	Penalty amount
99.5 % and above	No Penalty
Above 98.5% and below 99.5%	2% of the processing fees paid for the month
Above 97.5% and below 98.5%	3% of the processing fees paid for the month
Above 96.5% and below 97.5%	5% of the processing fees paid for the month
Above 95.5% and below 96.5%	10% of the processing fees paid for the month
Below 95.5%	50% of the processing fees paid for the month

The service provider will provide system's Uptime/downtime report on monthly basis invariably to the Bank in first week of succeeding month without fail.

n. Future modifications/ enhancements

In case the Bank joins any other payment network / takes over or merges with any other Bank and/ or requires transaction processing for any other subsidiary/ associate of the Bank in future, the selected service provider should accommodate the same without any additional cost to the Bank.

In the event of any modifications/ changes in the processes / specifications for any of the deliverables, etc., selected service provider will have to accommodate the same at no additional cost to the Bank.

Any modifications / new requirements suggested by the Regulatory authorities viz., RBI / IBA/ Network associations' etc., needs to be carried out without any additional cost to the Bank.

o. Other requirements:

- i. The selected bidder has to provide various interface options to Bank for updation of mobile no./e- mail of the card holder such as file upload / download, SFTP, etc., if required or facilitate any such requirements without any additional cost to the Bank.
- ii. Solution should also provide CAPTCHA support during transaction approval, if needed.

3.3 Eligibility Criteria

Sr. No.	Eligibility Criteria	Proof to be submitted
1	The bidder company should be registered company under Registrar of the Companies as per the Company Act 1956/2013, LLP or Partnership Firm and should be incorporated in India and have been in operation for a period of at least 3 years in India as on date of the RFP. The company should not be under liquidation / NCLT.	Certified copy of Certificate Incorporation in case of a private limited company and Certificate Commencement of Business in case of a public limited company.
2	The bidder should have minimum turnover of Rs. 10 crores per annum in the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22 from the business from Indian operations.	Audited Financial statements to be submitted. Additional Support Letter from CA to be submitted.
3	The bidder should have profit (after tax) in at least two financial years out of last three financial years (i.e. 2019-20, 2020-21, and 2021-22)	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.
4	The bidder should have a positive net worth in last three financial years (i.e. 2019-20, 2020-21, and 2021-22).	Audited Financial statements to be submitted. CA Certificate certifying the turnover and net worth
5	The bidder should have an experience of at least two (2) years in Authentication Control Server transaction processing for card online transactions of Visa/ MasterCard/ RuPay network and should have processed at least 5,00,00,000 debit/ credit card online transactions through ACS service of Visa/ MasterCard/ RuPay network for any Scheduled Commercial Banks in India till date of submission of bid.	PO Copy along with the consolidated list of the references
6	The bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least any 2 Scheduled Commercial Banks in India which are having the business mix of 3 lac crore and above. Bidder should have necessary in-house infrastructure for processing debit / Credit/ prepaid card online transactions.	Copy of POs and satisfaction letter from references
7	Bidders should be capable of processing at least 5,00,000 debit/ credit/ prepaid card online transactions through ACS service per day.	Self-certification
8	Bidder's infrastructure, systems/application and procedures must have valid ISO 9001, ISO 27001, PCI-DSS and PA-DSS compliant certificates as per requirements of the card scheme and regulators.	Necessary Certificates
9	Should comply with international standards like EMVCO 3DS 2.0 (Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank. The application should have the capability of handling 3DS 1.0 as well as 3DS 2.0.	Necessary Certificates

Sr. No.	Eligibility Criteria	Proof to be submitted
10	Bidder to support 8 Digit BIN configuration and its transaction processing as per Visa/Mastercard standards and by NPCI in future.	Necessary Certificates
11	The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks/ card scheme in India in last 3 years at time of submitting bid.	Self-certification
12	The Bidder should have at least one direct support office at Mumbai and Hyderabad location. The Bidder should be able to provide support and maintenance for the offered solution. Documentary proof (Office registration details etc.) to be submitted along with the bid.	List of the offices along with their address and a self-certification in this regard
13	All the components of the proposed solution should be owned by Bidder or Authorized partner.	Self-certification in the offer letter.
14	Bidder should have in-house capabilities to develop, modify the software application and customize it to suit Bank's requirement	Self-certification
15	Bidder is not reported under SMA-2 or NPA, if enjoying credit facilities from any Bank/FI.	Self-certification in the offer letter.
16	The bidder should have at least 100 employees in India on their payroll.	Self-certification in the offer letter. (Declaration). Proof of compliance and labour license needs to be submitted along with the quotation)

Bidder must comply with all these eligibility criteria. Non-compliance of any of the criteria will result in rejection of the offer summarily. Attested photocopies of relevant documents/ certificates / proof of experience etc. should be submitted as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Please note that the eligibility criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons.

Sr. No.	Make in India/ MSME related Information	Proof to be submitted
1	Make In India- Percentage of local content i) Only 'Class-I local supplier' and 'Class II local suppliers' are eligible ii) Minimum local content should be 20%.	Certificate from Statutory Auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder and OEM
2	MICRO AND SMALL ENTERPRISES (MSEs) - If bidder is willing to get benefits as per the guidelines of Public Procurement Policy issued by Government of India.	Documentary proof of having registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- Further, all bidders to submit an “Integrity Pact” as per format 6.14 on non-judicial stamp paper of Requisite value.
- Solution must be hosted in India only
- Bidder should have all required statutory licenses & registrations like GST/ CST /VAT, TIN, PAN etc.
- If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.
- The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank’s notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.
- Bidder must not have failed in completion of any project with the Bank earlier as per Purchase Order
- Bidder should not have violated any intellectual property Rights.

3.3.1 MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP(B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP(B.E.-II) dated 29th May 2019, revision order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020.

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

I. Definitions: For the purpose of this tender

- a. ‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%. , as defined under PPP-MII Order 2017-revised up to date.
- c. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content is equal to or more than 20% but less than 50%, as defined under PPP-MII Order 2017-revised up to date.

- d. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under PPP-MII Order 2017-revised up to date.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

II. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

- a. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities.
- b. For the purpose of this Order, works includes hardware, software and other components of Access Control Server services being offered.

III (A). Purchase Preference

- a. Subject the provisions of PPP-MII Order 2017-revised up to date and to any specific instructions issued by the MeitY or in pursuance of the Order, purchase preference shall be given to 'Class-I local suppliers' in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para II(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:
 - c-i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - c-ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier subject to matching the L1 price.
 - c-iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- c. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.

IV. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

V. Verification of Local Content:

- a. The 'Class-I local Supplier' / 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier/'Class-II Local Supplier' 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.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(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 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - d. 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 debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- VI.** If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advice of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if

- (i) The entity is incorporated in that country, or
 - (ii) A majority of its shareholding or effective control of the entity is exercised from that country; or
 - (iii) More than 50% of the value of the item being supplied has been added in that country.
- Indian suppliers shall mean those entities which meet any of these tests with respect to India."

3.3.2 RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' 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 person, participating in a procurement process.

"Bidder from a country which shares a land border with India" 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

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

3.3.3: BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:

- MSEs are exempted from payment of cost of bid documents and submission of bid security.
- To avail the above benefits, the bidder should have registered (under MSEs Order, 2012) with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- Start-ups as defined by GOI notifications/guidelines are exempted from payment of cost of bid documents and submission of bid security but no relaxation in terms and conditions mentioned in 3.3 Eligibility Criteria.

Bidders, who qualify on each and all of the above mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the above requirements.

3.4 Consortium

No Consortium allowed.

3.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. The Bidding Documents

3.6 Content of Bidding Documents

The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical & Functional Requirements for ACS Solution
- (f) PART 6 - Bid Forms, Price Schedules and other forms (BF)
- (g) PART 7 - Schedule of Dates, Amount, etc. (SDA)

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

3.7 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

In order to allow prospective Bidders reasonable time, in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids at Bank's discretion.

C. Preparation of Bids

3.8 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank, and supporting documents and printed literature shall be written in English.

3.9 Documents Comprising the Bid

Documents comprising the Technical Bid Envelope, should be submitted duly indexed and numbered, comprising of -

- a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the Bidder.
- b) Documentary evidence establishing that the Bidder is eligible to Bid, as per format 6.10 and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted.
- c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- d) A full description of the Technical solution, which must provide an acceptable solution to the business requirements, described in Part 5: Technical & Functional Specifications. Any Technical Bid containing any price information will be rejected.
- e) Bid security for **Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)** furnished as specified in Clause 3.15 herein.
- f) Details of Projects Referral Letters.
- g) A complete Bill of Material as per Format 6.3.
- h) A Non-disclosure Agreement as per Format 6.2.
- i) Manufacturers' / Producers' Authorization form for undertaking support services as per Format 6.8 (where applicable).
- j) Service Support Details Form, as per Format 6.6
- k) Additionally a **Masked price bid should be kept with the Technical bid** i.e. Price of schedule as per format 6.3, listing the components as listed in the Masked Price Schedule without **indicating the price** in another separate closed / sealed cover. **Please note that no**

price should be mentioned in this format. If technical bid is found to contain commercial details, the bid will be summarily rejected.

- l) Additionally, the bid document should also contain indexed table of supporting documentary evidences, along with relevant clause of the bid document under which the same is being submitted and its description.
- m) **Integrity Pact**- Each Participating bidder/s shall submit Integrity Pact as per attached Format 6.14 with duly stamped (Non judicial Stamped) of worth of Rs 500. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

n) **Independent External Monitors (IEM)**

Central Bank of India has empanelled Independent External Monitors (IEM) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC):

The details are as under:

1. Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]
2. Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

under this pact

- o IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
 - o Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings
- o) **Note:** While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.
- p) Documents comprising **Price Bid Envelope** should be the indicative Financial Bid as per Format 6.3 as furnished in the Bidding Documents duly signed by the Bidder and completed.

3.10 Bid Form

The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.11 Bid Prices

Financial Bid Prices should be quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like, GST, local taxes, if any, which will be borne by the Bank. The Vendor has to inform the rate of applicable taxes separately. The vendor will be entirely responsible for licence fee, road permits, NMMC cess ,LBT, Octroi etc. in connection with the delivery of products at site advised by the Bank including incidental services. Prices payable to the Vendor shall be firm

and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in import duties and excise, levies, charges, etc. as stated above.

The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, GST, exchange rate, etc. from the date of bidding to the date of invoice and payment if any or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non - responsive and will be rejected.

There shall not be any separate charges payable by the Bank to the selected bidder for activity for certification/ approval or for any other activity as required by Visa/MasterCard/NPCI in the approval process in force now or in future.

The charges debited/ invoiced by Visa/MasterCard/NPCI or their associate to the Bank shall be borne by the Bank. However all charges/penalties debited to the Bank by Visa / MasterCard/ NPCI which are attributable to the selected service provider / their associate shall be passed on to the selected service provider.

Bank also reserves the right to re-negotiate the prices in the event of change in the international /domestic market prices of both the hardware and software.

3.12 Bid Currencies

Bids should be quoted in Indian Rupees only.

3.13 Documents Establishing Bidder's Eligibility and Qualifications

- a) The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if it's Bid is accepted.
- b) The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:
 - i. that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.5 (Organization Profile) and 6.10 (conformity of eligibility criteria).
 - ii. that adequate, specialized hardware and related software expertise are already available, to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the terminal and provide necessary maintenance services for the contract period.

3.14 Documents Establishing Eligibility of Products and Conformity to Bidding Documents

- a) The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.
- b) The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

- c) The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:
- a detailed description of the essential technical and performance characteristics of the proposed terminals;
 - an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and
 - a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

3.15 Bid Security

The Bidder shall furnish, as part of its Bid, a Bid security

- The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.
 - The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for two hundred ten (210) days from last date of receipt of the bid.
- OR**
- a Banker's Cheque / Demand Draft, issued by a nationalized/any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for two hundred ten (210) days from last date of receipt of the bid.
- Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.
 - The Demand Draft towards bid security amount (EMD) of the unsuccessful Bidder(s) will be returned after completion of tendering process. It shall be sole responsibility of the participating bidder to make EMD amount claim well in time. Bank shall not be responsible for any delay or payable of interest pertains to return of EMD.
 - MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP and EMD. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Performance Bank Guaranty as per the RFP document shall be submitted.
 - Bidder Company registered under MSME and NSIC is exempted for payment of Tender document cost and earnest Money Deposit (EMD). Bidder shall submit the relevant document issued by MSME /NSIC for exemption in the Technical Bid.
 - Start-ups as defined by GOI notifications/guidelines are exempted from payment of cost of bid security.
 - The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format 6.7
 - The Bid security may be forfeited:
 - if a Bidder withdraws its Bid during the period of Bid validity as specified in clause 3.16 (a); or
 - if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or

- iii. in the case of a successful Bidder, if the Bidder fails;
 - a. to sign the Contract;or
 - b. to furnish Performance Security, as mentioned in Clause 4.6 herein.

3.16 Period of Validity of Bids

- a) Bids shall remain valid for a period of 180 days from last date of bid submission.
- b) In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

3.17 Format and Signing of Bid

- a) Each Bid should be in two parts –
Part I covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as "**Technical Bid**".
Part II covering only the Indicative price schedules hereinafter referred to as the "**Price Bid**".
The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide clause 3.18 below.
- b) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- c) Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

D. Submission of Bids

3.18 Sealing and Marking of Bids

- a) The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**. The bidder should submit the soft copy of the Technical bid document in the form of CD, in the sealed envelope containing "Technical Bid".
- b) The inner and outer envelopes shall be addressed to the Bank at the address given; and bear the Project Name - "**RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions**", RFP ref No. **CO:DP&TB:2022-23:1 dated 30.03.2023** and all envelopes should indicate on the cover the name and address of the Bidder.
- c) The inner cover containing "Technical Bid" should bear the Project Name - "**RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions**", RFP ref No. **CO:DP&TB:2022-23:1 dated 30.03.2023** **Technical Bid**.
- d) The inner cover containing "Price Bid" should bear the Project Name - "**RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions**", RFP ref No. **CO:DP&TB:2022-23:1 dated 30.03.2023** - **Price Bid**.
- e) If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.19 Deadline for Submission of Bids

- a) Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.
- b) The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.20 Late Bids

Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.21 Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, post marked not later than the deadline for submission of Bids.
- c) No Bid may be modified after the deadline for submission of Bids.
- d) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

E. Opening and Evaluation of Bids

3.22 Opening of Bids by the Bank

- a) The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- b) Bids (and modifications sent), that are not opened at Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.23 Clarification of Bids

During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarifications of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.24 Preliminary Examination

- a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. As to what constitute a material deviation, the decision of the Bank will be final and binding on the bidders.
- c) Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is

one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

- d) If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.
- e) Only those bidders, whose Technical bids have been found substantially responsive, would be intimated by the Bank about their responsiveness and about the revised / updated Technical and Functional Specifications (if any), arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

3.25 Evaluation of Bids

- a) Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.
- b) The Bank may use the services of external consultants for bid evaluation.
- c) The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
- d) Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.
- e) After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.
- f) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- g) Evaluation Criteria-
 - i. The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the

bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator/ bidder needs to cover the entire functional requirement as given in the RFP.

- ii. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

h) Technical Evaluation

- i. The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
- ii. Bidders who fulfil all qualifications mentioned in Part 3 of Eligibility Criteria of RFP will be the pre-qualified / technically qualified vendors and the price bid for this pre-qualified bidder will only be opened.
- iii. Bank reserves the right to waive any of the Technical and Functional specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.
- iv. During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.
- v. The Technical Proposal of only those bidders who qualify in conformity to Eligibility Criteria, will be opened by the Bank and shall be evaluated on the basis of Technical and Functional Specification of the RFP in Part -5.
- vi. Technical evaluation of the response to the RFP based on the broad parameters (as given under) will be done by a committee. The parameters and weightages are only indicative. The Bank reserves the right to modify the parameters and weightages before opening of final Technical Bids

Sr. No.	Technical Proposal Bid Evaluation	Maximum Marks
1	Bidders experience in implementing ACS solution and live in last 3 years (2019-20,2020-21,2021-22) in large organizations	30
	a) in Public sector Banks (10 Marks for each)	30
	b) in private Banks / foreign banks (5 Mark for each)	25
2	Bidder Company's capability/strength and Ability & experience of the proposed Engagement Team handling ACS project	30
	a) transaction processing (greater than or equal to) \geq 6 crore in a year	30
	b) transaction processing greater than 5 crore and less than 6 crore in a year	25
	c) transaction processing 5 crore in a year	20
3	ACS product technical strength and functional capabilities (see Format 6.15 b - Technical and Functional Requirements for ACS Solution)	20
4	Customer References and feedback (20
	a) in Public sector Banks (5 Marks for each)	20

b) in private Banks/foreign Banks (3 Mark for each)	15
Maximum Technical Proposal Bid Evaluation Score	100

- vii. Bidders who succeed to score at least 70% marks shall qualify in Technical Evaluation. However Bank reserves the right to reduce the qualifying marks by 10% i.e. 60% in technical evolution.
- viii. The Commercial Bid of only those bidders who qualify in Part A – Technical Proposal will be reckoned for opening commercial bid. Format for submission of Commercial Bid is placed at Format 6.3
- ix. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to minor non-conformity shall be final and the Waiver shall be binding on all the bidders. Bank reserves the right for such waivers.
- x. Minor Non-Conformity/ Minor Irregularity imply that they do not affect this RFP materially.
- xi. The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will be evaluated based on technical specifications and the documents stipulated in Technical Proposal. The Commercial Bid of only those bidders who qualify in Technical Proposal will be reckoned for evaluation purpose.
- xii. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

3.26 Opening of Price Bids

- I. Price bids submitted by only those Bidders who are eligible in terms of the Eligibility Criteria and whose bids are evaluated by the Bank as Technically responsive to the Technical specifications will be opened.
- II. The Bidders shortlisted / evaluated for opening of the Price Bids will be informed of the date / time / Venue of opening of price bids.
- III. The Price Bids will be opened in presence of the representative of the eligible bidders.
- IV. After opening of price bids the prices will be declared to the bid opening committee and representative of bidders present.
- V. The Bank will evaluate the Price Bids with respect to any deviations with respect to the conditions. The Arithmetical errors will be rectified on the following basis:-
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- VI. Reverse auction in the tender- if a bidder quotes higher prices (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders), the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and if only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder.
- VII. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by "The Bank" / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- VIII. The L1 Price for Authentication Control Server (ACS) Services for Online Card Transactions will be determined through a reverse auction process, as detailed in 3.26. A.
- IX. Final selection of the bidder will be done through reverse e-auction process at the time and date to be announced later.
- X. The prices contracted should not be changed for any reason whatsoever including exchange rate fluctuations, changes in import duty, variation in costs of labour, material etc. except provided otherwise in this document. Final selected bidder shall pass any benefit due to downward revision in the price of activities to "The Bank". "The Bank" reserves the right to negotiate with the selected bidders by a Price Negotiation Committee.

3.26. A) Business Rules and Bidding Process instructions for Reverse Auction

The bidder is required to submit the indicative price excluding taxes (item-wise taxes to be shown separately) in a separate sealed cover. Any bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank may take into cognizance the indicative rates offered by the Technically Qualified bidders in which process the bidders will not be involved. There would, however, be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process/ methodology to determine the same without having to disclose the basis to the bidders.

A reverse auction event will be carried out by authorized Bank agency or any other such agency among the technically qualified bidders to provide opportunity to them to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in the reverse auction process will be identified.

At the end of the auction, all bidders participating in the auction should submit a hard copy of their last bid price with proper break-up for the individual activity to Bank.

Reverse Auction Event Information

The short-listed bidders after the technical evaluation stage will participate in the reverse auction conducted by authorized Bank's agency.

Date for Reverse Auction training: Will be scheduled 1-2 days in advance of the live auction date.

Date and time of reverse auction: will be announced after opening & evaluation of the technical bids

Terms & Conditions of Reverse Auction

a) TRAINING:

The authorized Agency will provide training to the technically qualified bidders on the bidding process. The bidders have to participate in the training at their own cost.

b) LOG IN NAME & PASSWORD:

Each technically qualified bidder will be assigned a Unique User Name & Password by the Agency. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password. All bids made from the Login-ID provided to the bidder will be deemed to have been made by the bidder.

c) BIDS PLACED BY BIDDER:

The bid of the bidder will be treated as offer price to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the materials/equipment/services as mentioned above at the price that they bid.

d) LOWEST BID OF A BIDDER:

In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer price to sell.

e) AUCTION TYPE:

Standard English Reverse Auction (No Ties). The standard English price format will be used for reverse auction. In this format the bidders will be able to view the current lowest price on the portal but they cannot view who has bid the same.

f) VISIBILITY TO BIDDER:

The bidder shall be able to view the followings on his screen along with the necessary fields:

Lowest Bid in the Auction

Bid (s) placed by himself i.e. his own bid(s)

g) MASKED NAMES:

The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, agency shall submit the Report to Bank with the original names displayed.

h) OTHER TERMS & CONDITIONS:

The Bidder/any of his representatives shall not involve themselves in Price manipulation of any kind directly or indirectly by communicating with other bidders or by any other means.

The bidder shall not divulge the details of either his own bids or any other exclusive details of the Bank to any other party.

Bank's decision on award of Contract shall be final and binding on all the bidders.

Bank can decide to extend, reschedule or cancel any auction **without assigning any reason**. Any changes made by Bank after the first posting will have to be accepted if the bidder continues to access the site after that time.

Bank and its agency shall not have any liability to bidders for any interruption or delay in accessing the site irrespective of the cause.

Bank and its Agency are not responsible for any damages including damages that result from but are not limited to negligence. The Agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

All the bidders are required to submit the reverse auction process compliance form after the training program duly signed to authorize agency and a copy thereof to Bank After the receipt of the compliance form, log in ID & password shall be allotted to the technically qualified bidders. The business rules as stated above may be changed/ modified and communicated to the participating bidders if the need arise. Bank reserves the right to change and advise to prospective bidders such changes before start of e-auction.

3.27 Bidders Presentation /Site Visits / Service Demonstration/POC

- a) The Bidders who are qualified in eligibility evaluation have to give Presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the scope of the RFP detailed under para 3 of the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short listed Bidder fails to make such presentation, the Bidder will be eliminated from the evaluation process.
- b) At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- c) Setting of evaluation criteria for service demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

3.28 Project Timelines

Setup and implementation with the Bank's host / card schemes (including all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third party dependencies, etc.) should be completed within 6 weeks from the date of Purchase Order.

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

Stage	Activity	Weeks Required for the activity	Total Project duration (weeks)
1	Submission of Detailed Project Plan including integrating all the present security solution	1	1
2	Installation and Configuration of security, Network Hardware in DC & DR Integration of Installed security solution with other applicable deployed solution in Bank Environment.	3	4
3	UAT (functional testing)	1	5
4	Deployment	1	6

3.29 Period of Contract

The period of contract shall be for 5 (Five) years which may be renewed for further period, but shall not exceed more than 2 (two) years with mutual agreement based on the satisfactory performance of the bidder. Decision for renewal shall be at the sole discretion of the Bank.

3.30 Contacting the Bank

- No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.
- Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

F. Award of Contract

3.31 Post-qualification

- The Price bids of all the bidders, after their evaluation on the technical and functional specification (mentioned in part 5 of this document) if found to be technically responsive shall be opened and would be arranged in descending order.
- The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. In the event, for any line item/s, prices are not quoted by the bidder or quoted Zero, the price for such item/s would be taken zero for arriving at the Total Cost of Ownership for the purpose of evaluation of the bid. The Bank may, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

3.32 Award Criteria

Successful Bidder will be decided based on criteria given in Make in India guideline mentioned in point number 3.3.1 and after that through reverse auction process given under 3.26 **Opening of Price Bids**.

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

The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders, or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.34 Notification of Award

- a) Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing that its Bid has been accepted.
- b) The notification of award will constitute the formation of the Contract.
- c) Upon successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.35 Signing of Contract

- a) At the same time as the Bank notifies the successful Bidder that its' Bid has been accepted, the Bank will send the Bidder the Contract Form, incorporating all agreements between the parties.
- b) Within the period prescribed in clause 7.4, from the date of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.36 Others

Further, the successful bidder shall ensure that:

- Data is available in a format suitable for the purpose for which it is required and is available to authorized individuals (including RBI inspectors and internal/external auditors).
- Back up arrangements are in place for all records held in electronic form or any other records. Periodical testing is undertaken for recovery/verification/retrieval of data as and when required and that business continuity and disaster recovery systems are in place as per the Bank's Information security policy.
- Given the nature, scale and complexity of the business, Central Bank of India should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, and yearly as required by the Bank.
- Given the nature, scale and complexity of the business, the record keeping procedure of bidder to ensure that information/MIS captured in relation to the operation and management of End-to-End services follows all relevant applicable laws and rules & regulations.
- The successful bidder to comply with the following practices for retaining records/computer data base/Data including electronic records:
 - a. Complying with all statutory and regulatory requirements which include denomination recalibration without any additional cost to the Bank.
 - b. Storing and preserving records/computer data base/data in appropriate optical media or equivalent media along with back up storage as per retention policy of the Bank.
 - c. Ensuring that the media chosen does not conflict with the accessibility required of the relevant records and that the physical conditions under which the records/computer data base/data will be stored are conducive of its preservation till the proposed period of retention.
 - d. Maintaining all original records in India.
 - e. No records/computer data base/data to be erased, deleted, purged, modified and/or destroyed by the successful bidder/s.
 - f. Handing over of all records/computer data base/data, including back-ups to Central Bank of India as and when demanded.
- Any future addition/ up gradation of Hardware and software on account of directives /mandates of Regulatory authority/ Card Associations /other bodies have to be complied with in set time frame at no cost to the Bank.

- Nevertheless, Service Provider undertake that during the currency of this RFP/agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to Central Bank of India's operations on the ground that the processing of such information or data is being undertaken there. Off-shore shall mean any territory other than India. Notwithstanding anything contained elsewhere under this RFP, concerned service provider shall indemnify to bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising breach of data by service provider pertains to citizen or Non citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.
- During the course of the Project/Agreement, Central Bank of India reserves the right after giving reasonable prior written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Deliverables or Services being provided by Service Provider during last two years under the RFP/Agreement and all records, operational controls and processes for the last two years relating thereto. Service Provider shall co-operate fully and shall provide any information or other facility reasonably required by Central Bank of India for the purpose of undertaking such review or audit as mentioned above. Where following such audit Central Bank of India establishes reasonable grounds in consultation with Service Provider that Service Provider has received Charges and/or other payments from Central Bank of India in excess of the payments to which it is entitled under this RFP/Agreement, Service Provider shall (without prejudice to Central Bank of India's rights arising under the RFP/Agreement or generally) forthwith pay to Central Bank of India its share of such excess receipts.

PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)

Clause No.	Topic	Clause No.	Topic
4.1	Definitions	4.25	Limitation of Liability
4.2	Country of Origin	4.26	Independent Contractor
4.3	Standards	4.27	Publicity
4.4	Use of Contract Documents and Information	4.28	Confidentiality
4.5	Patent Rights	4.29	Exit option and contract Re-negotiation
4.6	Performance Bank Guarantee (PBG)	4.30	Corrupt and fraudulent practice
4.7	Inspection & Quality Control Tests	4.31	Waiver
4.8	Penalty	4.32	Governing law and its compliance and jurisdiction
4.9	Payment	4.33	Addresses of notices
4.10	Prices	4.34	Taxes and duties
4.11	Contract Amendments	4.35	Goods and Service Taxes (GST) and its Compliance
4.12	Assignment	4.36	Service Provider's Integrity
4.13	Delay in Service Provider's Performance	4.37	Service Provider's Obligation
4.14	Liquidated Damages	4.38	Ownership and grants of Licenses, Patent Right's/Intellectual Property Rights
4.15	Termination for Default	4.39	Training
4.16	Force Majeure	4.40	Insurance
4.17	Termination	4.41	Information Ownership
4.18	Order Cancellation	4.42	Privacy and security safeguards
4.19	Consequences of Termination	4.43	Bank's Right
4.20	Resolution of Disputes	4.44	Violation of Terms
4.21	Security Configuration, Audit/Review/Monitoring/Visitation	4.45	Survival and severability
4.22	Monitoring	4.46	Statutory and Regulatory Requirements
4.23	Visitation	4.47	Execution of Service Level Agreement
4.24	Indemnity		

PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) "Service Provider" is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.
- b) "The Contract" means the agreement entered into between the Bank and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- d) "TCC" means the Terms and Conditions of Contract contained in this section.
- e) 'System' means a Computer System consisting of all Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin

The Service Provider should be incorporated in India.

4.3 Standards

The bidder under this Contract shall conform to the Industry standards for integrating with the various systems required for the smooth functioning of Authentication Control Server services strictly in conformity with the guidelines issued by the respective card schemes, Reserve Bank of India, Govt. of India and any other regulator/ authority for payments systems.

4.4 Use of Contract Documents and Information

- a) The Service Provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and, shall be extended for purposes of such performance.
- b) The Service Provider shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document, except for purposes of performing the Contract.
- c) Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and, shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Contract, if so required by the Bank.
- d) The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

4.5 Patent Rights / Intellectual Property Rights

The **Service Provider** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.6 Performance Bank Guarantee(PBG)

- a) The successful bidder should submit a Performance Bank Guarantee acceptable to the bank for 10% of the work order i.e. Total Cost of ownership (TCO) within 21 days from the date of acceptance of the Purchase Order.
- b) If the Performance bank Guarantee is not submitted within the time stipulated above, penalty at Rs. 10000/- for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Security Deposit/ Bank Guarantee. The total penalty under this clause shall be restricted to maximum of Rs. 50000/. Contact may be terminated in case of non-submission of Performance Bank Guarantee.
- c) Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 60 months, from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of one year from the last date of validity of contract. However it should be as per the bank's format.(**Format6.7**)
- d) The PBG shall be effective and if required to be extended during the currency / extended time of the contract period.
- e) The selected bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project.
- f) The security deposit / bank guarantee will be returned to the bidder within six months after completion of the contract period/extended period of the contract with the consent of both the parties, whichever is later. Bidder shall not demand of any marginal money, if bank guarantee/security deposit not returned as per time stipulated therein or thereafter. It shall be duty of the bidder to collect security deposit / bank guarantee as per RFP requirement
- g) The Bank shall invoke the Bank guarantee before the expiry of claim period, if work is not completed as per time scheduled and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the selected bidder in writing before invoking the Bank guarantee.

4.7 Inspection and Quality Control Tests

- a) The Bank reserves the right to carry out inspection by a team of Bank Officials, of any of the existing live installations of the Service Provider referred to in the Technical Bid, or demand a demonstration of the solution proposed on a representative model in the bidder's office.
- b) Nothing stated hereinabove shall in any way release the Service Provider from any warranty or other obligations under this Contract.

4.8 Penalty

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- If the Bidder fails to complete the due performance of the contract, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. Violation of contract terms mentioned in Service Level Agreement (SLA) will attract penalty.
- Bank will recover the financial loss to the bank or its customers from bidder which is caused due to malfunctioning of system provided by the Bidder and the recovery amount will not be part of penalty hence will not be included under overall 10% cap on penalty, It will be considered separately.

a) Penalties due to Delay in implementation

- If the proposed solution is delayed beyond the implementation schedule (section 3.28), a penalty of 1% of contract value will be levied for every week of delay or part thereof, to a maximum of 10%.
- If the penalty exceeds 10%, Bank reserves the right to cancel the entire order and may initiate additional appropriate steps.
- If the vendor fails in providing the services as per the terms and requirements specified in this RFP, the Bank will charge liquidated damages equivalent to the points accrued (in Rupee terms) from the date of commencement to the date such penalty is levied.

b) Penalty due to delay in Services: Transactions has to be made live within the specified time frame i.e. within 6 weeks of Purchase Order, failing which Bank will levy a penalty of 1% of the Contract Value for every week (One week = 7 days) or part thereof of delay, capped to Max of 10% of contract Value.

In case the Vendor exceeds Delay for item above, Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, invoke the Performance Bank Guarantee and Blacklist the Vendor. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

c) Penalty Due to downtime: The Bank expects Uptime requirement of ACS Solution as 99.5% for the complete solution on monthly basis. In case the uptime is not maintained with the uptime as stipulated, Bank shall charge the penalties as under:

Service Levels (Uptime)	Penalty amount
99.5 % and above	No Penalty
Above 98.5% and below 99.5%	2% of the processing fees paid for the month
Above 97.5% and below 98.5%	3% of the processing fees paid for the month
Above 96.5% and below 97.5%	5% of the processing fees paid for the month
Above 95.5% and below 96.5%	10% of the processing fees paid for the month
Below 95.5%	50% of the processing fees paid for the month

d) Penalty Due to Declined/Failed Transaction on account of Technical error: The Bank expects that there should be no more than 1% declined/failed transactions on account of Technical Error at ACS end. In case this is not maintained, there shall be a penalty of 1% cost of quarterly billing on every 1% of transactions (or part thereof) of failed transactions over and above the expected threshold of 1% failed transactions.

e)

Performance will be monitored on quarterly basis. Penalty due to downtime or failed transactions during the entire contract period will be deducted from any subsequent payment(s) to be made to the Vendor.

All type of penalties are mutually exclusive of each other i.e. each type of penalty can be levied simultaneously and independently. Maximum deducted penalty of one type will not affect any other type of penalty i.e. both types of penalties can be levied up to their maximum limit simultaneously.

Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month. The bank also has the right to invoke the performance guarantee.

Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause. Refer to section 7 for service levels and service credits

Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Notwithstanding what is mentioned hereinabove or anywhere else in the tender, the maximum amount that may be levied by way of penalty shall on no account exceed 10 % of the Total Contract value and the contract value will be determined at the time of contract finalization.

f) **Recovery of Penalty**

Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to deduct the penalty amount from the monthly payout or invoke the Bank Guarantee for recovering the penalty amount in case of any shortfall.

4.9 Payment Terms

Bank will make payment on a monthly basis after deducting penalty if any as per this RFP within 20 days of submission of the invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.

The Bank will not make any advance payment. The Bank will only pay for services availed by the Bank. The Bank will not pay or is not bound to pay for services not procured/ availed by the Bank. The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. TDS or any other applicable tax will be deducted at the applicable rate as per provisions of the applicable law.

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. If any of the services as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost quoted by the bidder in the price bid against such services. There shall

be no escalation in the prices once the prices are fixed and agreed by the Bank and the selected service provider till completion of the contract period. Also, the payments for each month will be made only after the acceptance/verification of the invoice by the Bank for that month. The Bank shall pay the amount due under this RFP and subsequent agreement.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Days of the settlement of such disputes.

Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

4.10 Prices

- a) The Price quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like, GST, local taxes, if any, which will be borne by the Bank. The Vendor has to inform the rate of applicable taxes separately.
- b) No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
- c) From the date of placing the order till the delivery of the product/solution /certification, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank
- d) Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Commercial Bid. If there is any delay in delivery of the solution ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.
- e) Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.11 Contract Amendments

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.12 Assignment

- a) Bank may assign the Project and the solution or services provided therein by Service Provider in whole or as part in view of corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the maintenance services to any of the Contractor, at its sole option, or upon the occurrence of the following: (i) Service Provider refuses to perform; (ii) Service Provider is unable to perform; (iii) termination of the contract with Service Provider for any reason whatsoever; (iv) expiry of the contract.

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

4.13 Delays in the Performance

If at any time during performance of the Contract, the **Service Provider** should encounter conditions impeding timely implementation, the **Service Provider** shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **Service Provider's** notice, the Bank shall evaluate the situation and may, at its discretion, extend the **Service Provider's** time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.14 Liquidated Damages

The Bank will consider the inability of the Service Provider to implement the solution within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Service Provider. 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, warranty, maintenance etc.) by the Service Provider. 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. Delivery/Availability, but no installation of the components and/or software No Integration.
- iii. System operational but unsatisfactory to the Bank
- iv. 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, Charge, liquidated damages, from the date of commencement to the date such penalty is levied. Bank shall invoke the performance guarantee in case the Service Provider fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation or services as per the agreed terms & conditions and Bank may consider termination of the contract, or any other rights as deem fit. Vendor shall have to submit fresh Performance Bank Guarantee of the same amount as submitted earlier in case PBG is invoked by the Bank, if the PBG is demanded by the Bank.

4.15 Termination for Default

- a) The Bank, without prejudice to any other remedy for breach of Contract, by a thirty days written notice of default sent to the **Service Provider**, may terminate the Contract in whole or in part:
- i. if the **Service Provider** fails to supply and install terminals within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

- ii. if the **Service Provider** fails to perform any other obligation(s) under the Contract.
- b) In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the **Service Provider** shall be liable to the Bank for any excess costs for such similar Products or Services. However, the **Service Provider** shall continue performance of the Contract to the extent not terminated.

4.16 Force Majeure

- a) Notwithstanding the provisions of TCC, the **Service Provider** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the **Service Provider** and not involving the **Service Provider's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Govt. In its sovereign capacity, wars or revolutions, , floods, and freight embargos.
- c) If a Force Majeure situation arises, the **Service Provider** shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the **Service Provider** shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Notwithstanding above, the decision of Central Bank of India shall be final and binding on the bidder.

4.17 Termination

A. Termination for Default

- a. The Bank, without prejudice to any other remedy for breach of contract, by thirty days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:
 - i. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
 - ii. If the Successful Bidder fails to perform any other obligation(s) under the contract.
 - iii. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition

- b. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.
- c. In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or Performance Bank Guarantee.

B. Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving thirty days written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

C. Termination for Convenience:

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. It is clarified that the Vendor shall not terminate this Agreement for convenience

D. Termination – Key Terms & Conditions

- a. The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving thirty (30) days prior written notice to the Bidder.
- b. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder
 - i. has a winding up order made against it; or
 - ii. has a receiver appointed over all or substantial assets; or
 - iii. is or becomes unable to pay its debts as they become due; or
 - iv. enters into any arrangement or composition with or for the benefit of its creditors; or
 - v. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- c. The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.
- d. The Successful Bidder (vendor) agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow

process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

4.18 Order Cancellation

BANK reserves the right to cancel the contract placed on the selected bidder after serving thirty (30) days notice, and recover expenditure incurred by the BANK under the following circumstances:-

- The supplier/BIDDER commits a breach of any of the terms and conditions of the RFP or subsequent order or Agreement.
- The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
 - Delays in delivery beyond the specified period for delivery
 - Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during installation

If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the security amount as liquidated damages for the delay –

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

After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled. In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the supplier to appropriate the damages and also to black list the supplier from participating in any future RFP or other process of the Bank.

BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills under this contract.

4.19 CONSEQUENCES OF TERMINATION

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the Vendor herein shall be obliged to

provide all such assistance to the next successor Vendor or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- i. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- ii. The termination hereof shall not affect any accrued right or liability 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

4.20 Resolution of Disputes

- a. The Bank and the Service Provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, the Bank and the Service Provider have been unable to resolve amicably a Contract dispute, even after 30 days' period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below.
- c. The dispute resolution mechanism to be applied shall be as follows:
 - (a) In case of dispute or difference arising between the Bank and the Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Service Provider. The third arbitrator to be appointed by the two arbitrators and appointed as the chairman.
 - (b) Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor 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.
 - (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
 - (d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties. If the parties fail to reach a consensus on

appointment of sole arbitrator, then the arbitration shall be referred to three arbitrators as mentioned in clause No.4.20 c (a)

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

4.21 Security Configuration, Audit/Review/Monitoring/Visitation:

- a. The baseline security configuration of Database and all other applications to be done by the Vendor, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Vendor.
- b. 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 Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Vendor.
- c. Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-
 - i. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
 - ii. Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
 - iii. Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.

- iv. Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.
- v. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- vi. The Card Scheme Audit, Information security audit, PCIDSS audit or any other relevant audit will be required to be conducted by the selected service provider as per industry standards and results will have to be shared with the Bank.

The Bank may decide, at its discretion to additionally conduct these audits or any other audit by itself or through a third party.

The selected bidder will have to ensure rectification and compliance of the all of these audit observations on priority and without any additional cost to the Bank.

4.22 Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI or other authority. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the service provider's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

4.23 Visitations

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

4.24 Indemnity:

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Vendor under this Agreement; and/or An act or omission of the Vendor, employees, agents, sub- contractors in the performance of the obligations of the Vendor under this Agreement; and/or Claims made by employees, who are deployed by the Vendor, against the Bank; and/or Breach of any of the term of this Agreement/Purchase Order(PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors. Or

Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, etc.) etc. supplied by him.

The Vendor will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank Notifies the Vendor in writing; and Cooperates with the Vendor in the defence and settlement of the claims.

The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this Agreement and to meet the Service Levels.

Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however, the Vendor has sole control of the defence and all related settlement negotiations.

The bidder or any of its representatives shall indemnify to bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out breach of data by service provider pertains to Citizen or Non citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider/bidder shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.

Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and Vendor aware the rights to make any statements or comments or

representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers, user, service provider and/or regulatory authorities.

Indemnity would be limited to court awarded damages However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers, user, service provider and/or regulatory authorities.

The Bank do hereby indemnify the Vendor, and shall always keep indemnified and hold the Vendor harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Vendor only as a result of:

- I. Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software,
- II. Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Vendor.

If Bank completed any modification in any equipment or use any specification for hardware and software after consultation with vendor shall be excluded from any restriction contained here in above.

Indemnity would be limited to court awarded damages, however indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers, user, service provider and/or regulatory authorities.

The Vendor shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies. Vendor shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

4.25 Limitation of Liability

- a) The Vendors 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 (in Contract, Tort or otherwise), shall be at actual and limited to the contract value.
- b) The Vendors liability in case of claims against the Bank resulting from , misconduct or gross negligence of the Vendor, its employees or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c) The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor under this project and operated according to the Vendor's advice and same confirmed by Bank's officials. The claims against customers, users, service providers and regulatory authorities of the Bank would be considered as a direct claim.

4.26 Independent Contractor:

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM is responsible for implementation and maintenance of the solution as per the requirement of Bank, managing the activities of its personnel or the personnel Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents and contractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors etc.

4.27 No outsourcing by selected service provider-

The selected bidder will undertake to provide the services required in this RFP to the Bank and will not outsource or sub-contract any of the core activities of the contract offered to Bank to any other company.

4.28 Publicity

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

4.29 Confidentiality

The VENDOR 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 VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers; advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK'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 VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

Provided that the VENDOR 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 VENDOR shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure. The Confidential obligations imposed upon the Vendor shall so survive even after expiry or termination of the RFP/Agreement.

4.30 Exit Option and Contract Re-negotiation

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

- Delay in delivery of solution beyond the specified period.
- Serious discrepancies noted in the solution delivered.
- Breaches in the terms and conditions of the Order.
- Non satisfactory performance of bidder during the contract period.
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during the contract period.

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

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable terms in case such terms are offered in the industry at that time.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.

Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

The reverse transition services to be provided by the VENDOR shall include the following:

The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.

Vendor shall provide adequate documentation thereof.

The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.

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

Warranties:

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

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

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

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

The cost for reverse transition if any should be part of the commercial offer.

During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

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

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

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

Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement at no cost with the service provider without assigning any reason at any time by giving thirty (30) days prior written notice to the service provider.

4.31 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendor / OEM / Authorized Reseller observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice

among Vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

4.32 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.33 Governing Law and its Compliance, and Jurisdiction

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify 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 tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities , card schemes and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008.

Compliance in obtaining approvals/permissions/licenses: The Vendor / OEM / Authorized Reseller shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor / OEM / Authorized Reseller.

This indemnification is only a remedy for the Bank. The Vendor / OEM / Authorized Reseller is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

This Agreement shall be governed and construed in accordance with the laws of India. The Courts at Mumbai alone and no other courts shall have jurisdiction.

4.34 Addresses for Notices

a) The following shall be the address of the Bank and Service Provider.

Bank's address for notice purposes:
Assistant General Manager (DP&TB)
Central Bank of India,
Digital Payment & Transaction Banking Department,
1st Floor, MMO Building, Homi Modi Street,
22, Fort Mumbai – 400 023.

Service Provider's address for notice purposes (To be filled by the selected bidder)

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b) A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.35 Taxes and Duties

a) The Price quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like, GST, local taxes, if any, which will be borne by the Bank. The Vendor has to inform the rate of applicable taxes. Service Provider will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. except applicable taxes like VAT,CST, GST, local taxes, if any, which will be borne by the Bank. The Service Provider will be entirely responsible for licence fee, road permits, cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at only, on production of suitable evidence of payment by the Service Provider.

b) Income / Corporate Taxes in India:

The Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Service Provider shall include all such taxes in the contract price.

c) Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted, and issuance of certificate for such deductions, shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.

- d) The Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Service Provider shall perform such duties in regard to such deductions thereof, as may be imposed on him by such laws and regulations.

4.36 Goods and Services Taxes(GST) and its Compliance

- a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- i. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues 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 vendor 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.
- b) 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.

4.37 Service Provider's Integrity

The **Service Provider** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.38 Service Provider's obligations

- a) The **Service Provider** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

- b) The **Service Provider** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Service Provider's** negligence. The **Service Provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- c) **The Service Provider** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- d) **The Service Provider** will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- e) The **Service Provider** shall ensure that the software and hardware relevant for the Services contemplated under this Agreement, is properly maintained and operated at all times, without hampering the services with proper standby. Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this Agreement.
- f) Be responsible for appropriate maintenance of the Program.
- g) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- h) The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- i) The Service Provider 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.
- j) The Service Provider shall disclose security breaches if any to the Bank, without any delay.
- k) The Service Provider shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.
- l) The Service Provider must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
- m) The Service Provider should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
- n) The Service Provider shall submit Integrity Pact, Non-Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.
- o) The Service provider should guarantee that the Hardware/software supplied to the Bank is licensed and legally obtained. Hardware/Software must be supplied with their original and complete printed documentation.
- p) The Service provider should make proper arrangement with respective OEM/ Consortium Partner to ensure that back to back arrangement in place for continuing support for the maintenance of SSPBP Kiosks. So that continuity is maintained for project duration in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Service Provider.
- q) The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity

without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.

- r) The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement.
- s) The service provider should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK.
- t) The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.
- u) The service provider should integrate solution with the core banking solution of the Bank wherever module wise required by the bank without any additional cost.

4.39 Ownership and grant of licenses, Patent Rights / Intellectual Property Rights **Patent, Ownership, and grant of licenses**

- a) The Vendor shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the BANK for all the Software/Solution to be provided as a part of the Project. The Software can be used at any of the Branches without restriction, but subject to the term and conditions of this RFP/Agreement and the Software shall be assignable/ transferable to any successor entity of the Bank. Provided that with respect to the enterprise wide licenses to be utilized for the Solution, in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:
 - I. such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law;
 - II. such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.
 - III. such licenses shall be transferable/assignable/applicable to all the banks acquired by the BANK(Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.
 - IV. such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.
- b) Notwithstanding the above, it is hereby agreed that any use of the Software under this RFP/Agreement, by a service provider of the Bank would be considered as the permitted use under this RFP/Agreement.
- c) However, such service provider will not possess any licensing or sub licensing rights of the Software or solution and shall only have the right of permitted use of the Software to provide services to Bank.
- d) The license granted in terms of above mentioned shall specifically include right:
 - (A) To Use:
 - a. to use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost.

- b. to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank;
- c. to use the technical Training Materials for purposes of supporting users.

(B) To Copy:

- a. to copy the Software that operates on server systems to support the users of the Bank to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and
- b. to copy the Program Documentation to support its users.

(C) To work as interface:

- a) to work with other application software packages at the Bank as interface;
- b) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the service provider free of any additional license charge or fees or expenses.

(C) Delivery:

- a) The Service Provider, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Service Provider, after Customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Service Provider, after Modifications, Updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Service Provider under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.
- b) The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Service Provider or its Licensors and be the sole and exclusive property of the Service Provider or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Service Provider or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Service Provider from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Service Provider generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

(B)Patent Rights / Intellectual Property Rights

- a) The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.
 - a. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the Products or any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,
 - b. obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
 - c. modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
 - d. replace the equipment with a compatible, functionally equivalent and non-infringing product; or
 - e. refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The bidder will have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the bidder, despite notice of such failure by the bidder in writing, (ii) any change, not made by or on behalf of the bidder, to some or all of the software/deliverables supplied by the bidder or modification thereof.
- b) Notwithstanding the provisions of Clause (B) alone, the Service Provider is the prime Service Provider for purposes of all Deliverables and Services, with the single-point responsibility for the same. The Service Provider acknowledges that should the Software provided by the Service Provider be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Service Provider shall be completely responsible for any infringement actions brought against the Bank even if the Bank would have used the Deliverables before the infringement was noticed, legally each such use constituting infringement and the Service Provider shall be in breach of the Service Provider's warranty and obligation under this Agreement.

4.40 Training -

Selected Service Provider will have to provide all required support for Testing, documentation and provide necessary training wherever required to Bank staff without any extra cost to the Bank.

4.41 Insurance

Selected bidder is required to have sufficient insurance coverage to cover any damage/loss to bank for the actual amount arising from the part of the bidder or by any person assigned by the selected bidder during the entire contract period.

4.42 Information Ownership

- a) All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information.
- b) The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.
- c) Types of sensitive information that will be found on Bank systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

4.43 Privacy and security safeguards

- a) The Vendor 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 Vendor or existing at any Bank location.
- b) The Vendor 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.
- c) All the third party application software used in the Bank should have secured code certification (no vulnerability of software codes in the application) SISA or equivalent application code certification is recommended to incorporate to avoid any eventuality with regard to application code in future.
- d) The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- e) The Vendor hereby agrees that they will preserve the documents till 10 years as per Retention policy of the bank.

4.44 Bank' Right

- a) The Bank reserves its right to blacklist to concern Vendor to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory.
- b) Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP/Agreement or If supplier/Service Provider 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.
- c) The Bank also reserve right to visit the premises/ DC/DR location of the service provider for inspection or appoint any external auditor for the audit of the locations and records.

4.45 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 Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. 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.

4.46 Survival and Severability:

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on Service Provider 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.

4.47 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 Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor 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 5(five) year contract and any future renewal.

4.48 Execution of Service Level Agreement (SLA)

The successful Bidder shall execute Service Level agreement with the Bank within 15 days from the date of acceptance of Purchase Order.

Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trade mark, indemnity and terms and conditions of the services to be extended, any other conditions as may be prescribed by the Bank etc. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirements on an ongoing basis.

The effective date of Agreement would be the date from which the services of the selected bidder will be operationalized.

PART 5: Technical and Functional Requirements for ACS Solution

Interested Bidders who are dealing in Authentication Control Server (ACS) Services for Online Card Transactions and Other Products ACS Solution and meeting the following technical specification may respond to this RFP. These features will be part of scope of work. For each technical specification necessary evidence must be submitted. The technical, functional/features requirements of ACS include but not limited to:

- i. Should support all type of Ecommerce transaction through Debit and Credit Card (Master, Visa, RuPay, NCMC and prepaid cards) and other Products authentication as identified by Bank.
- ii. Supports Master Card, Visa card and RuPay Card through Secure Code , Verified by Visa and Pay Secure, BEPG
- iii. Should be able to support ecommerce transaction through any prepaid card
- iv. Should support both Static & Dynamic Passwords as required by issuers
- v. Should provide Continuous Availability Architecture
- vi. Should be able to generate MPIN as required by issuers
- vii. Should have IVROTP as required by issuers
- viii. Ability for API integration with issuer's DB/Host in case mobile numbers are stored with bank
- ix. Should support EMV 3DS 2.0
- x. Should be able to Implement country/scheme compliance & mandates
- xi. Capable of enabling 3D Secure authentication for card not present transactions
- xii. Facility to enable 3D at both program level and device level
- xiii. Support OTP Validation for Card not present transaction
- xiv. Should be able to generate and validate OTP
- xv. Should be able to send OTP SMS as per the Bank Requirement
- xvi. Should have configurable ACS screen as per Bank's requirement
- xvii. Support Multiple Language
- xviii. Should Support Resend OTP Option as per the workflow decided by the Bank
- xix. Should have Report Generation and Dashboard module for Back Office operation
- xx. Should support role and groups for Back Office applications
- xxi. Should be able to generate standard as well as customized MIS report as per the Bank's requirement from time to time
- xxii. Should have rule based, real time fraud risk management capabilities implemented
- xxiii. Should support session/ connection timeouts, automatically soft-block the cards for all online transactions in case of successive pre- configured unsuccessful attempts due to wrong Credentials (to be decided in consultation with the Bank)
- xxiv. Should have the Facility for automatically unblock the soft-blocked cards at regular intervals
- xxv. Should have the Facility hard-block the cards in case of preconfigured numbers of soft-blocks/ successive unsuccessful attempts
- xxvi. Should provide a secured portal or suitable option chosen by the Bank for individual/ bulk unblocking of the cards so blocked.
- xxvii. Should have Incident reporting Portal for reporting any incident by Back office
- xxviii. Should be able to retain data as per Bank's Data Retention policy
- xxix. Should have servers hosted in India and data must be stored in India
- xxx. Should support all debit/ Credit/ prepaid cards of Master/ Visa/ RuPay etc. issued by the Bank as well as cards issued by the RRB's sponsored by the Bank
- xxxi. The solution should be scalable and should comply with international standards like PCI DSS etc. and domestic standards specified by regulatory authorities like RBI / NPCI / Cert-In/Ministry of Finance or any other Government guidelines issued from time to time

- xxxii. Should support registration based on the card number, expiry date and ATM PIN to authenticate the card holder and on successful authentication, should allow the card holder to set his 3D Secure password
- xxxiii. Should support use of ATM PIN verification mechanism to authenticate Cardholder during enrolment and capture user chosen password for subsequent e-Commerce purchase. OTP (One-time Password) to be sent to cardholder for new registration & Subsequent Transactions.
- xxxiv. Should have captcha facility at the time of registration or at any step decided by Bank from time to time.
- xxxv. Solution should provide an alert message for each successful/ unsuccessful, registration/ transaction change in Mobile No., Enabling/ disabling of channels, Enhancement of limit for E-commerce, POS for domestic and internationals transactions.
- xxxvi. Should have the facility to upload Mobile Numbers through the portal provided to Bank
- xxxvii. The solution should provide an option to regenerate the OTP in case the OTP is not received by the customer in the specified time. The OTP validation time and retry attempts should be configurable.
- xxxviii. Should have mechanism place to expire the OTP and regenerate the same in case on expiry of OTP
- xxxix. Should be capable of approving transactions for onward/inward routing and authorization through Bank's debit card/ Credit Card/ Pre-Paid card switches.
- xl. Should provide administrator access to Bank & its RRBs through dedicated URL to the application for performing the standard functions like cardholder enquiry, adding/ deleting cardholders, locking/ unlocking cardholder, marking a card for re-registration etc.
- xli. Should support session time out, connection time out, account locking after number of failed attempts etc.
- xl.ii. Should be able to provide helpdesk support to Bank and its customers for enquire about the transaction details etc.
- xl.iii. Solution should complies with the mandates released by interchanges such as Visa, and NPCI etc. and mandates set by Reserve Bank of India (RBI)
- xl.ii. Should have the Facility to setup velocity checks and other limits for the card not present transactions.
- xl.ii. Should be able to carry registration and card not present transactions using all make & model of mobile or mobile app.
- xl.ii. Should have capability to configure the minimum amount after which the OTP will be mandatory for authentication.
- xl.ii. The solution should support user authentication via secret questions.
- xl.ii. The product should be capable to integrate with the all the bank's Switches .Should also be able to integrate with any other switch if any Switch Changes is done by Bank
- xl.ii. The product should have multiple facilities for customers to enroll for this additional authentication/validation through web based enrollment.
 - l. The product should have lost, stolen and expired card support. The system should provide website enrollment for cardholder to register for the program
 - li. Solution should be capable of integrating SMS service with Bank.

PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)

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Format 6.1.1 TECHNICAL BID

BID FORM (TECHNICAL BID) **(To be included in Technical Bid envelope)**

Date :.....

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **Authentication Control Server (ACS) Services for Online Card Transactions**, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, **Authentication Control Server (ACS) Services for Online Card Transactions**, in accordance with the delivery schedule specified in the Schedule of Requirements. If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus one year for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this day of 2023.

(Signature) (Name)(In the capacity of)

Duly authorised to sign Bid for and on behalf of _____

Format 6.1.2 PRICE BID

BID FORM (PRICE BID) **(To be included in Price Bid Envelope)**

Date:

Asst. General Manager

Central Bank of India

Digital Payment & Transaction Banking Department,

1st Floor, MMO Building, Homi Modi Street,

22, Fort Mumbai – 400 023.

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus one year for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this day of 2023.

(Signature)

(Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of _____

Format 6.2 NDA

NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2023.

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**

Service Provider 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:

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it

from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

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.

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

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

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

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

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

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

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

9-Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

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

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

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

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Witnesses

Format 6.3 BOM

Bill of Material (BOM) –Price Breakup Schedule

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

PRICE-

Cost for Facility Management, Training, One-time implementation Cost mentioned in the RFP:

The prices quoted by the bidder shall include all applicable costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, Insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable GST and Octroi / Entry Tax / equivalent local authority cess, which shall be paid/ reimbursed on actual basis on production of bills.

	Description	Rate	Qty.	Total
1	ACS costs (Per transaction) (Projected Transaction count for a period of 5 Year = 24,00,00,000 Txns\$)	Rs./Txn	24,00,00,000 Txns	Rs._
2	SMS Costs (Per SMS sent) This is optional for Bank and Bank may ask the bidder to integrate bank's own SMS solution for the purpose of sending SMS to customers. (Projected Transaction count for a period of 5 Year = 24,00,00,000 Txns\$)	Rs./SMS	24,00,00,000 Txns	Rs._
3	Development costs for additional functionalities to be developed in future as and when requested by the Bank (600 Man days) for a period of 5 year term.#	Rs./Man day	600 Man days	Rs._
4	L1 Resource (1)*	Rs./month	60 months	Rs._
	Total Cost of ownership(TCO)			

\$ Projections are tentative and may change over course of time basis the variation in card base/change in E-com usage trend by customers. This shall have no impact on the agreed costs

#Bank at its own discretion and/or as per requirement in future may:

- Not use the entire pool of 600 days.
 - Use more than 600 days at the offered rates.
- All Changes related to regulatory/statutory requirements to be carried out by vendor without any cost to the Bank.
However, functionality enhancements, if any, required may be negotiated on case-to-case basis.

Payment will be made per transaction as per actual usage

*Above count of resources is indicative only bank may increase or decrease the resource requirement during any phase of project. The Bank reserves the right to:

- Deploy any count of resource/s
- Not deploy any resource.

Note:

- The price quoted for the project should be an all inclusive price including any taxes, expenses and levies but excluding Goods & Taxes (GST). Applicable TDS shall be deducted.
- The mentioned quantity is taken to arrive at the Total cost for 5 years.
- Onsite resource if required by Bank shall be from 10:00AM to 6:00 PM.
- Efforts for any new customization will be derived based on the Functional Point Analysis (FPA) method.
- The Bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- The prices for the customer care support shall be included in the above commercials.
- L1 status is determined based on the 'Total Cost of Project'.
- All the technically responsive Bidders should participate and quote for all items including items during the Online Sealed Bid.
- Bidder has no recourse on any on the indicative volumes.

TCO shall encompass but not be limited to the following:

- License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses
- Installation and commissioning charges, if any.
- Service Level Agreement (SLA) costs as defined in RFP for applicable period.
- Any cost towards development of interface and/or customization to meet bank's requirement/communicating with the bank's core banking solution and/or intermediary server would be included by Bidder.
- Cost of system/software up gradation for the entire period of contract.
- Any other cost expected by Bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the Bidder.
- Cost of integration with our system (APIs etc. for integration with Bank's CBS system (B@ncs 24) Middleware, etc.) Bidder will have to adhere to bank's existing format interface specification. No changes would be accepted on bank's side to maintain compatibility with existing system.
- There shall not be any separate charges payable by the Bank to the selected bidder for activity for certification/ approval or for any other activity as required by Visa/MasterCard/NPCI in the approval process in force now or in future
- The charges debited/ invoiced by Visa/MasterCard/NPCI or their associate to the Bank shall be borne by the Bank. However all charges/penalties debited to the Bank by Visa / MasterCard/ NPCI which are attributable to the selected service provider / their associate shall be passed on to the selected service provider.
- Installation and commissioning charges, training to branch / bank staff.

Authorized Signatory (ies)

(Name, designation and Seal of the Company)

Place :-

Format 6.4- Format BG for Bid Security

BID SECURITY UNDERTAKING FORM (FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY) (ON A NON-JUDICIAL STAMP PAPER)

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

Whereas _____ having its registered office at _____ (hereinafter called "the Bidder") has to submit its bid dated _____ for **RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions** as specified in Schedule of requirement against Tender Reference No. _____ (hereinafter called "the Tender")

KNOW ALL MEN by these presents that we _____ having our Corporate Office at _____ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR

If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -

Fails or refuse to execute the Contract or the Agreement/Forms as required OR

Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, _____ under take to pay to the Purchaser up to an amount of Rs. _____ (Rupees _____ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)

This Bank Guarantee shall be valid up to _____

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 _____. After which the bank shall be discharged from its liabilities.

Date This-----Day of -----2023 at -----

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

sd/- -----

Format 6.5- ORGANISATIONAL PROFILE

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only - Not to be included in Price Proposal)

CONSTITUTION 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:			
Established since Commercial Production of the solution or Offer started since	:			
Address of Registered Office	:			
Category	:	i. Software Producer / Developer (Principal) ii. Hardware Manufacturer (Principal) iii. System Integrator / Bidder (Third-party) iv. Any Other (<i>please specify</i>)		
If Consortium, then specify name of members	:	1. 2.		
		Name	Phone Nos. (with STD Codes)	
Names of Proprietor/Partners/Directors	:	1.		
		2.		
		3.		
Number of Engineers familiar with the solution being offered	:			
Number of Total Employees	:			
Solution being offered, sold so far to:				
Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	Modules in Use	Date of Sale	Whether still continues	Warranty/AMC
1.				
2.				
3.				

Note: Please support the above facts with documentary evidence. Please also attach Income- Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above.

Signature of Bidder: _____

Name: _____

Business address : ____

Place: Date:

Format 6.6- Escalation Matrix

Escalation Matrix

Name of the Company:

Name	Designated	Full Office Address	Phone No	Email
	First Level Contact			
	Second Level contact (if response not received in 24 hrs)			
	Regional/Zonal Head (if response not received in 48 hours)			
	Country Head (if response not received in one week)			

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

Date

Signature with Name & Seal

Designation

Format 6.7- Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

TO,
CENTRAL BANK OF INDIA
MUMBAI
-----.

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed for Providing Authentication Control Server (ACS) Services for Online Card Transactions (hereinafter referred to as "Services") 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 for acquiring services, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the services, by the contractor as per the terms and conditions of the said contract;

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

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether solution has failed to perform as per the said contract, and also as to whether the contractor has failed to provide the required services 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:-

Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----

i) only);

ii) This Bank Guarantee shall be valid up to -----; 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 ----- 2023 at -----

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

sd/- -----

Format 6.8- Undertaking for Support Services

UNDERTAKING FOR SUPPORT SERVICES

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the contract period.

We undertake that during support Period we will maintain minimum Uptime of 99.50% on monthly basis for the entire solution proposed.

Dated this day of 2023.

(signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of

Format 6.9- Pre-Bid Query

Pre-Bid Query Format
(To be provided strictly in Excel format)

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Format 6.10- Eligibility Criteria

CONFIRMITY TO ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Compliance (Y/N)	Proof to be submitted	Remarks (if any)
1	The bidder company should be registered company under Registrar of the Companies as per the Company Act 1956/2013, LLP or Partnership Firm and should be incorporated in India and have been in operation for a period of at least 3 years in India as on date of the RFP. The company should not be under liquidation / NCLT.		Certified copy of Certificate Incorporation in case of a private limited company and Certificate Commencement of Business in case of a public limited company.	
2	The bidder should have turnover of minimum Rs. 10 crores per annum in the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22 from the business from Indian operations.		Audited Financial statements to be submitted. Additional Support Letter from CA to be submitted.	
3	The bidder should have profit (after tax) in at least two financial years out of last three financial years (i.e. 2019-20, 2020-21, and 2021-22)		Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.	
4	The bidder should have a positive net worth in last three financial years (i.e. 2019-20, 2020-21, and 2021-22).		Audited Financial statements to be submitted. CA Certificate certifying the turnover and net worth	
5	The bidder should have an experience of at least two (2) years in Authentication Control Server transaction processing for card online transactions of Visa/ MasterCard/ RuPay network and should have processed at least 5,00,00,000 debit/ credit card online transactions through ACS service of Visa/ MasterCard/ RuPay network for any Scheduled Commercial Banks in India till date of submission of bid.		PO Copy along with the consolidated list of the references	
6	The bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least any 2 Scheduled Commercial Banks in India which are having the business mix of 3 lac crore and above. Bidder should have necessary in-house infrastructure for processing debit / Credit/ prepaid card online transactions.		Copy of POs and satisfaction letter from references	



Sr. No.	Eligibility Criteria	Compliance (Y/N)	Proof to be submitted	Remarks (if any)
7	Bidders should be capable of processing at least 5,00,000 debit/credit/prepaid card online transactions through ACS service per day.		Self-certification	
8	Bidder's infrastructure, systems/application and procedures must have valid ISO 9001, ISO 27001, PCI-DSS and PA-DSS compliant certificates as per requirements of the card scheme and regulators.		Necessary Certificates	
9	Should comply with international standards like EMVCO 3DS 2.0 (Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank. The application should have the capability of handling 3DS 1.0 as well as 3DS 2.0.		Necessary Certificates	
10	Bidder to support 8 Digit BIN configuration and its transaction processing as per Visa/Mastercard standards and by NPCI in future.		Necessary Certificates	
11	The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks/ card scheme in India in last 3 years at time of submitting bid.		Self-certification	
12	The Bidder should have at least one direct support office at Mumbai and Hyderabad location. The Bidder should be able to provide support and maintenance for the offered solution. Documentary proof (Office registration details etc.) to be submitted along with the bid.		List of the offices and a self- certification in this regard	
13	All the components of the proposed solution should be owned by Bidder or		Self-certification in the offer letter.	

Sr. No.	Eligibility Criteria	Compliance (Y/N)	Proof to be submitted	Remarks (if any)
	Authorized partner.			
14	Bidder should have in-house capabilities to develop, modify the software application and customize it to suit Bank's requirement		Self-certification	
15	Bidder is not reported under SMA-2 or NPA, if enjoying credit facilities from any Bank/FI.		Self-certification in the offer letter.	
16	The bidder should have at least 100 employees in India on their payroll.		Self-certification in the offer letter. (Declaration). Proof of compliance and labour license needs to be submitted along with the quotation)	

Bidder must comply with all these eligibility criteria. Non-compliance of any of the criteria will result in rejection of the offer summarily. Attested photocopies of relevant documents/ certificates / proof of experience etc. should be submitted as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Please note that the eligibility criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons.

Format 6.11- Undertaking of Information Security

Undertaking of Information Security

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

With reference to the equipment being quoted to you vide our Quotation No: _____

dated _____, we hereby confirm that the proposed software to be supplied to the Bank 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).

Dated this day of 2023

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Format 6.12- Certificate from Banks

Certificate from Bank

No. _____ dated _____

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

This is to certify that _____ (name of the vendor) is providing Authentication Control Server (ACS) Services for Online Card Transactions in our Bank during the period _____.

The performance of the Authentication Control Server (ACS) Services for Online Card Transactions is satisfactory and there are no adverse observations as regards to the performance of the service rendered by the _____ (Name of the vendor/OEM).

Yours faithfully,
(Authorize Signatory)

Note: This letter of authority should be on the letterhead of the Institution and should be signed by a competent person of the manufacturer.

Format 6.13- Compliance Statement

Compliance Statement

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

Declaration

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.

Compliance	Description	Compliance (Y/N)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all The terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids), notwithstanding whether those terms & conditions as given in RFP are getting reflected or not in application/undertaking being submitted to Bank.		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications Stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		
Eligibility Specifications	We hereby undertake that we comply with all the terms & conditions as given in RFP, to be eligible for bidding process, whether those terms & conditions are getting reflected or not in application/ undertaking being submitted to Bank by us.		

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

Date

Signature with Name & Seal

Designation

Format 6.14- Integrity Pact

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at 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.

e.

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

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

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

(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)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor 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 MD & CEO, 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 Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. 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 MD & CEO, 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 MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO 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 MD & CEO of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

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

(For & On behalf of the Principal)

For & On behalf of the Principal Bidder / Contractor

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

1. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same

liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

3. Guidelines on Banning of Business Dealing

3.1. Introduction

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

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

3.2. Scope

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

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

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

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

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

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

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

4. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade,

industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

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

a) If one is a subsidiary of the other.

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

c) If management is common;

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

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

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

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

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

d) For Zonal Offices only

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

e) For Corporate Office only

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

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

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

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

5 Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on

their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

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

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

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

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (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 coBSDmmittee 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 warrants;

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

7. Banning of Business Dealings

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

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

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

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

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

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

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

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

- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

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

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

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

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

9 Show-cause Notice

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

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

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

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / 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.

Format 6.15 (a)- Technical and Functional Requirements for ACS Solution

Interested Bidders who are dealing in Authentication Control Server (ACS) Services for Online Card Transactions and will provide the following technical specification, may respond to this RFP. These features will be part of scope of work. For each technical specification necessary evidence must be submitted. The technical, functional/features requirements of ACS include but not limited to the following:

Sr. No.	Industry Certifications and Evaluations (Specification)	Compliance (Please write - Available/Not Available but will be Made Available during implementation)	Remarks
1	Should support all type of Ecommerce transaction through Debit and Credit Card (Visa, RuPay, NCMC and other prepaid cards) and Other Products authentication as identified by Bank		
2	Supports Secure Code , Verified by Visa and RuPay Pay Secure for Mastercard, VISA and RuPay Card respectively and RuPay BEPG		
3	Should be able to support ecommerce transaction through any prepaid card		
4	Should support both Static & Dynamic Password as required by issuers		
5	Should provide Continuous Availability Architecture		
6	Should be able to generate MPIN as required by issuers		
7	Should have IVROTP as required by issuers		
8	Ability for API integration with issuer's DB/Host in case mobile numbers are stored with bank		
9	Should support EMV 3DS		
10	Should be able to Implement country/scheme compliance & mandates		
11	Capable of enabling 3D Secure authentication for card not present transactions		
12	Facility to enable 3D at both program level and device level		
13	Support OTP Validation for Card not present transaction		
14	Should be able to generate and validate OTP		
15	Should be able to send OTP SMS as per the Bank Requirement		
16	Should have configurable ACS screen as per Bank's requirement		
17	Support Multiple Language		
18	Should Support Resend OTP Option as per the workflow decided by the Bank		

19	Should have Report Generation and Dashboard module for Back Office operation		
20	Should support role and groups for Back Office applications		
21	Should be able to generate standard as well as customised MIS report as per the Bank's requirement from time to time		
22	Should have rule based, real time fraud risk management capabilities implemented		
23	Should support session/ connection timeouts, automatically soft-block the cards for all online transactions in case of successive pre- configured unsuccessful attempts due to wrong Credentials (to be decided in consultation with the Bank),		
24	Should have the Facility for automatically unblock the soft-blocked cards at regular intervals,		
25	Should have the Facility hard-block the cards in case of preconfigured numbers of soft-blocks/ successive unsuccessful attempts,		
26	Should provide a secured portal or suitable option chosen by the Bank for individual/ bulk unblocking of the cards so blocked.		
27	Should have Incident reporting Portal for reporting any incident by Back office		
28	Should be able to retain data as per Bank's Data Retention policy		
29	Should have servers hosted in India and data must be stored in India		
30	Should support all debit/ prepaid cards of Visa / / RuPay etc. issued by the Bank as well as cards issued by the RRB's sponsored by the Bank		
31	The solution should be scalable and should comply with international standards like PCI DSS etc. and domestic standards specified by regulatory authorities like RBI / NPCI / Cert-In/Ministry of Finance or any other Government guidelines issued from time to time		
32	Should support registration based on the card number, expiry date and ATM PIN to authenticate the card holder and on successful authentication, should allow the card holder to set his 3D Secure password		
33	Should support use of ATM PIN verification mechanism to authenticate Cardholder during enrollment and capture user chosen password for subsequent e-Commerce purchase. OTP (One-time Password) to be sent to cardholder for new registration & Subsequent Transactions.		

34	Should have captcha facility at the time of registration or at any step decided by Bank from time to time.		
35	Solution should provide an alert message for each successful/ unsuccessful, registration/ transaction change in Mobile No., Enabling/ disabling of channels, Enhancement of limit for E-commerce, POS for domestic and Internationals transactions.		
36	Should have the facility to upload Mobile Nos. through the portal provided to Bank.		
37	The solution should provide an option to regenerate the OTP in case the OTP is not received by the customer in the specified time. The OTP validation time and retry attempts should be configurable.		
38	Should have mechanism place to expire the OTP and regenerate the same in case on expiry of OTP		
39	Should be capable of approving transactions for onward/inward routing and authorization through Bank 's debit card/ Pre-Paid card switches.		
40	Should Provide administrator access to Bank & its RRBs through dedicated URL to the application for performing the standard functions like cardholder enquiry, adding/ deleting cardholders, locking/ unlocking cardholder, marking a card for re-registration etc.		
41	should support session time outs, connection time outs, account locking after number of failed attempts etc.		
42	Should be able to provide helpdesk support to Bank and its customers for enquire about the transaction details etc.		
43	Solution should complies with the mandates released by interchanges such as Visa, and NPCI etc. and mandates set by Reserve Bank of India (RBI)		
44	Should have the Facility to setup velocity checks and other limits for the card not present transactions.		
45	Should be able to carry registration and card not present transactions using all make & model of mobile or mobile app.		
46	Should have capability to configure the minimum amount after which the OTP will be mandatory for authentication.		
47	The solution should support user authentication via secret questions.		



48	The product should be capable to integrate with the all the bank's Switches. Should also be able to integrate with any other switch if any Switch Changes is done by Bank		
49	The product should have multiple facilities for customers to enroll for this additional authentication/validation through web based enrolment.		
50	The product should have lost, stolen and expired card support. The system should provide website enrolmentfor cardholder to register for the program		
51	Solution should be capable of integrating SMS service with Bank.		

Format 6.15 (b) ACS product's technical strength and functional capabilities

Sr. No.	ACS product's technical strength and functional capabilities	Max Marks	Marks Obtained
1	Supports Secure Code, Verified by Visa and RuPay Pay Secure for Mastercard, VISA and RuPay Card respectively	2	
2	Supports both Static & Dynamic Password as required by issuers	2	
3	Able to generate MPIN as required by issuers	2	
4	Has IVR OTP as required by issuers	2	
5	Has ability for API integration with issuer's DB/Host in case mobile numbers are stored with bank.	2	
6	Supports EMV 3D Secure 2.0	2	
7	Has Multiple Language SMS /OTP	2	
8	Has rule based, real time fraud risk management capabilities	2	
9	Has Incident reporting Portal for reporting any incident by Back office	2	
10	Has the facility to setup velocity checks and other limits for the card not present transactions.	2	
	Total	20	

The Bidder is required to submit Self-certification on Business Letter Pad regarding availability of any/all of the product features /capabilities mentioned in above Format. Bank may ask to submit additional proof document. For each available item, the bidder will get 2 marks.

Format 6.16- Certificate by Statutory Auditor towards mandatory local content

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT (IN CASE BIDDER SEEKING BENEFIT OF PURCHASE PREFERENCE-LOCAL CONTENT)

No. _____ dated _____

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

Reg.: RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions

Ref: Your RFP ref No. CO:DP&TB:2022-23:1 dated 30.03.2023

1. "We _____ the statutory auditor of M/s. _____ (Name of the bidder) hereby certify that M/s. _____ (Name of the bidder) meet the mandatory minimum Local content requirement of.....% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (Name of the bidder)."
2. "We _____ the statutory auditor of M/s. _____ (Name of the bidder) hereby certify that M/s. _____ (Name of Manufacturer) meet the mandatory minimum Local content requirement of.....% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (Name of the bidder)."

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

- (i) In case the bidder is a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 1 and sl. no. 2 is to be struck out.
- (ii) In case bidder is not a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 2 and sl. no. 1 is to be struck out.

Format 6.17- Affidavit of Self Certification regarding Domestic Value Addition

Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product (to be provided on Rs. 100/- Stamp Paper)

Date: I _____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. Make in India-Order 2017- Revision, No.- P-45021/2/2017-PP(BE-II) dated 16th September 2020 and Notification No. 43/4/2019-IPHW-MeitY dated 07.09.2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer:
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued:
- iii. Electronic Product for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of domestic value addition claimed:

- vi. Name and contact details of the unit of the manufacturer:
- vii. Sale Price of the product:
- viii. Ex-Factory Price of the product:
- ix. Freight, Insurance and handling:
- x. Total Bill of Material:
- xi. List and total cost value of inputs used for manufacture of the electronic product:
- xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house:
- xiii. List and cost of inputs which are imported, directly or indirectly:

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)

7.1	Bid Security Amount	Rs. 25,00,000/-
7.2	Bid Validity Up to	120 days from the last date Stipulated for receipt of responses to the Bid
7.3	Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award Of Contract	21 days
7.4	Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.	15 days
7.5	Period of Contract (from the Date of Award of Contract)	5 Years
7.6	Performance Security Amount	Amount (in Rs) 10% of Contract value
7.7	Required period of validity of the Performance Security	60 months
7.8	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6	12 months

End of Document