



CENTRAL BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

FOR

Empanelment of vendors for “End-to-End Solution” For Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

(Through GeM Portal)

**Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai
RFP Reference No. : RFP/2024-25/05
Date: 14/01/2025**

DISCLAIMER

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GENERAL INSTRUCTIONS TO BIDDERS

All Bidders must note that this being E-tender, only bids received online on GEM (Government e-Marketplace) portal <https://gem.gov.in> shall be considered as an offer. Any bid submitted in physical form will not be received or opened and shall be summarily rejected.

Procedure for submission of E-tender by Bidder:

Interested Bidders who wish to participate should visit the website <https://gem.gov.in> which is the only website for bidding their offer. Further, the procedure is as follows:

1. Register your firm/company on the website <https://gem.gov.in> for obtaining a Login ID and Password. Detail guidelines are available on GEM portal.
2. Apply for the RFP by uploading supporting documents.
3. Bidder must submit the offer before closing date & time. The website will automatically stop accepting the offer after closing date and time.

Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. Central Bank of India will not be responsible for any lapses/ failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.

DEFINITIONS

1. **“BANK”** unless excluded by and repugnant in context or the meaning thereof, shall mean “Central bank of India”, (including domestic branches and foreign offices), its subsidiaries, sponsored Regional Rural Banks (RRBs), which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns.
2. **“RFP”** means Request for Proposal for End-to-End solution for Selection of Bidders to Set up, Manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental (Opex Model) as well as Capex Model with monthly charges for Back-end services.
3. **“Bidder”** means a Bidder submitting the proposal in response of RFP.
4. **“Contract”** means the terms of RFP and other legal clauses signed by successful bidder and the Bank in the form of Service Agreement at the conclusion of bidding process.
5. **“Solution”** means Set up, Manage and Operate Merchant Acquiring Business through POS terminals as per this RFP.
6. **“Proposal”** means that Technical proposal and Commercial Proposal as per the formats prescribed in the RFP

Abbreviations used in this Document:

1	RFP	Request for Proposal (Inter alia the term “Tender or Bid”)
2	EMD	Earnest Money Deposit
3	EDC	Electronic Data Capture
4	PoS	Point of Sale
5	PSTN	Public Switched Telephone Network
6	GPRS	General packet radio service
7	NCMC	National Common Mobility Card
8	Bidder	Who download this tender document and submit response to it
9	Successful Bidder/L1 Bidder	Means the Bidder who is found to be the lowest bidder, subject to compliance of all the Terms and Conditions of the RFP, etc
10	Service Provider	Means respondent to the RFP document also abbreviated as “Bidder”
11	NEFT	National Electronic Funds Transfer
12	RTGS	Real Time Gross settlement
13	ECS	Electronic Clearing System
14	RUPAY	National Payments Corporation of India
15	AMEX	American Express
16	EMV	Euro pay, MasterCard and Visa,
17	TLE	Terminal Line Encryption
18	UKPT	Unique Key per Transaction
19	DUKPT	Derived Unique Key Per Transaction
20	PCI-DSS	Payment Card Industry Data Security Standard
21	PA-DSS	Payment Application-Data Security Standard
22	DCC	Dynamic Currency Conversion
23	DRS	Disaster Recovery Site
24	BCP	Business Continuity Plan
25	OEM	Original Equipment Manufacturer
26	BIN	Bank Identification Number
27	BG	Bank Guarantee
28	MIP/VAP/NFS	Master Interface point/VISA Access Point/National Financial Switch
29	JCB-CUPI	Japan Credit Bureau/China Union Pay International
30	BQR Code	QR Code
31	AEPS	Aadhar enabled Payment System
32	NFC	Near Field Communication (Wave and Pay)
33	EAS	Extended Access Services
34	MMS	Merchant Management Software
35	QR Code	Quick Response Code (Static and Dynamic both)
36	CBoI/ CBI/ Bank	Central Bank of India
37	Bidder’s Switch	Bidder’s own switch or Switching arrangement (Acquiring)

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RFP/Tender for providing “End-to-End Solution for merchant acquiring business through supply, installation, maintenance and management of Point of Sale (POS) terminals at various merchant establishments on monthly rental (Opex Model) as well as for Capex Model with monthly charges for back-end services

1. INTRODUCTION

Central Bank of India (CBOI), one of the leading nationalized Banks of the country is a Public Sector Bank with Offices geographically located all across India and presently having more than 4600 Branches/ Offices. As of now, it has 13 Zonal Offices and 90 Regional Offices controlling these branches besides specialized service branches.

Presently, the Bank has deployed more than 3300 POS terminals under both Opex model (Monthly rental) and Capex model with monthly charges for back-ended & field services.

The bank has outsourced end to end Solution of Merchant Acquiring business to a service provider and is now looking for a Service Provider for new contract period for its business purposes, and for the business purposes of CBOI's Subsidiaries and Affiliates including CBOI sponsored Regional Rural Banks (RRBs).

2. BACKGROUND

Our Bank is in the merchant acquiring business through Point of Sale (PoS) terminal.

Now, Bank is floating a new RFP for inviting prospective bidders for providing “End-to-End Solutions” to set up, manage and operate Merchant Acquiring Business through POS terminals on Monthly Rental Model (Opex) as well as with Capex Model with monthly charges for backend services on PAN India basis as stipulated in RFP. In this connection, Bank invites application through GeM portal viz. “Conformity to Eligibility Criteria”, “Technical Proposal” and “Commercial Bid” for selection of Bidder/s as per the terms & conditions, technical specifications and scope of work as described in this document.

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) for the PoS terminals having presence in India, Solution Provider, Indian Authorized Representative (IAR)/ Agent on behalf of the Principal/ Original Equipment Manufacturer (OEM)/ Solution Provider provided the participating bidders fulfill the minimum qualification criteria as mentioned in bid document.

In case of authorized representative, a letter of authorization to this effect from OEM must be furnished.

Bank may select one or more Bidder in addition to L1 and allocate work to it provided it is ready to match quotes of L1. Bank reserves its right to distribute work orders placed for time to time requirement between L1, L2 and L3 in the ratio of “50:30:20” of the total business (including migration of existing POS terminals). Bank may appoint dedicated vendor having major presence and strength in West, South, East or North East region only amongst the selected bidder.

Bank intends to enter into contract with the selected Bidder(s) initially for a period of five (5) years from the date of execution of Agreement which may further be extended for two terms of one year each based on the satisfactory performance of bidder and at Bank's sole discretion.

NOTE:

- a) For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
- b) If any Solution of Principal/ Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
- c) In case of Indian Authorized Representative (IAR)/ Agent, maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM)/ Solution Provider can participate in the tender process.
- d) Joint/ Consortium Bids are not permitted.
- e) In case of a Parent Bidder running subsidiary company structure, the experience & business figures of its wholly owned Subsidiary in the field of merchant acquiring business will be considered for ensuring conformity to eligibility criteria only when such wholly owned subsidiary has been in existence for a minimum period of last two years as on the date of RFP.

3. SCOPE OF WORK

3.1 The scope of RFP involves providing "End-to End Solutions to set up, manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental Model (Opex) as well as on Capex Model with monthly charges for backend services on PAN India basis. It involves deployment of POS Terminals at Merchant Locations for acceptance of all types of cards, issued in association with VISA, MasterCard, RUPAY (also AMEX, if desired by the bank), Diners etc payment with UPI and/or Bharat QR etc. by the Bidder and routing the transactions to Bidder's Switch and then to the appropriate interchange switch viz. VISA/ MasterCard/ RUPAY/ JCB-CUPI/ AMEX/ Diners etc.

The bidder has to deploy the POS Machines at its own cost in Opex Model and maintain them and, also offer 'End-to-End Solutions' including deployment/installation of POS terminals, terminal driving, Switching, merchant help desk, consumables, sourcing and enrolment of Merchants, personal visits to merchants/ Spot Verification, Documents procurement & verification, marketing & sourcing of new business, field services, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or Online Portal, handling chargeback & holdover issues, etc.

The Bidder has to provide value added services viz. voice confirmation of payment, Soft Pos (Android and POS both) and provision for integration with Bank for loyalty rewards/ cash backs to Merchants at no extra cost to the Bank.

Bidder shall migrate all existing PoS merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by procurement of KYC & other documents and execution of tri- partite Agreement with the merchants afresh duly stamped in terms of applicable State laws, at Bidder's cost. The cost of printing of application forms, tripartite agreement including cost of stamps, as applicable, etc. will be borne by the Bidder.

And in Capex Model, although the POS terminals will be provided by the bank yet, services and maintenance for all the other activities will be provided by the bidder on monthly charges for back-end services.

Scope of the RFP also includes migration of entire data of existing merchant acquiring business of the bank through POS terminals, by the bidder from the existing service provider, with no cost to the Bank meaning thereby, that the cost of migration, if any, from the existing service provider to the new service provider will be borne entirely by the newly selected bidder.

The infrastructure/ Software/ Application developed as part of the agreement can be put to use in all offices of Central Bank of India including its Subsidiaries, amalgamated entities, Foreign Offices, Regional Rural Banks sponsored by the Bank at no cost to the Bank.

In addition to this, the Bidder should have the capability to provide the requisite infrastructure/ Software/ Application and its integration as per the specifications for procurement projects of State/ central Governments (like PUNGRAIN in Punjab State)/ Food Corporation of India (FCI), etc. at no extra cost to Bank.

3.2 Budgets allocated by MEITY, GOI:- Government through MeITY has recently given special focus and thrust on penetration of digital payments in North-Eastern region. MeITY has assigned a very ambitious Merchant Acquisition Budget to the Bank out of which 80 % deployment should be in Rural areas (i.e. Tier III and below) and 20 % to be in North East geographies. In addition to this, the Banks have to maintain at least 50% of their total merchant base active in urban areas (Tier I and Tier II). Keeping in view the spirit of Government, Bank intends to select Bidder with a strong acquiring presence in Rural & North East regions.

Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of POS terminals in the North-East Region so as to cater to the local area needs and achieve GOI targets. There should be sufficient manpower to cater to various operational & technical issues including grievances/complaints of POS merchants.

3.3 New Merchant on-boarding: - The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 3 (three) months from the date of instructions of the Bank. This will include all aspects like development of Software, Switching, development of infrastructural set-up for on-boarding of merchants, risk analyzing, reconciliation, Dash-Board, etc.

Any delay over & above the above stipulated period of 3 months will attract penalty of ₹ 5 (Five) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to make the infrastructure ready within this total period (3 months + 8 weeks with penalty), the Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.

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.

III (A). Purchase Preference

- a. Subject to the provisions of PPP-MII Order 2017-revised up to date and to any specific instructions issued by the MeitY or in pursuance of the Order, purchase preference shall be given to 'Class-I local suppliers' in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para II (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:
 - 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 ₹ Ten 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 advise 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 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 Scope of Contract and Deliverables:

- The Bank is inviting offers from Bidders, capable and experienced in providing ‘End-to-End Solutions’ for Merchant acquiring business through POS terminals by deploying fully EMV compliant POS terminals (minimum standard EMV 4.3) capable of reading Chip Card and PIN enabled, at their own cost at various Merchant locations on PAN India basis and to provide back-end services on monthly charges wherever the terminals are provided by the bank.
- POS Infrastructure of the service provider should be compliant to PCI-DSS/ PA-DSS standards and as per other industry’s standard specifications as applicable.
- The Bidder should disclose the brand, model and manufacturer’s name of the POS terminals to be offered to the Bank and the said POS terminals should be currently under operation at least in one Nationalized Bank/ Scheduled Commercial Bank (other than Cooperative Bank) with troublefree operations.
- The Bidder to ensure that the POS terminals to be deployed under the Contract are fully compliant with industry standard specifications and incorporating latest features/ software updates.
- The POS terminals should be connected to the bidders switch directly for routing/accounting of transactions.
- Bidders must have direct connectivity to VISA, Master Card, RUPAY, AMEX, Diners etc through Extended Access Server (for VISA), MasterCard Interface Point (for MasterCard), National Financial Switch (for RUPAY) and UPI switch etc.
- Merchant should be able to submit the daily Transactions/ Bills online to the bidder for settlement through Batch Settlement Process.
- The bidder should have the capability to supply and install POS terminals, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.
- The bidder should have a Merchant Helpdesk Support through dedicated Call Centre(s),

preferably at Mumbai for attending to the queries & complaints of the Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Banks.

- x. Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of POS terminals in the North-East Region so as to cater to the local area needs and achieve GOI targets. There should be sufficient manpower to cater to various operational & technical issues including grievances/complaints of POS merchants.

3.5 Standard services to be delivered by the Bidder(s) under this RFP for various Merchant Acquiring business Products are illustratively listed below but are not limited to the following:

- i. To Set up/ Manage/ operate the Merchant Management Software thereby enabling the merchants for acceptance of payments through POS terminals, QR Code, Aadhaar Pay enabled payment platform and other App. based & merchant payment acceptance solutions, etc.
- ii. Sourcing of merchant applications/documents from field & its proper scrutiny, site inspection, procurement & deployment of POS terminals/ QR Code/ other acceptance solutions and Management of terminals, field services, network services, transaction routing & authorizations, Association related processes (Settlement & compliances), Accounting & Reconciliation, Risk monitoring, Fraud control, Redressal of Charge back & Hold over issues, loss due to chargeback & fraud, Customer service, Dispute management & grievance redressal and providing required MIS, without any extra cost to Bank.
- iii. Processing, Settlement & Reconciliation of files received from the Schemes viz. VISA/ MasterCard/ Rupay/ UPI etc. with the transaction record.
- iv. The service provider should support Value Added Services on POS terminals viz. PC-POS integration, Dynamic Currency Conversion (DCC), EMI, Cash@PoS, BQR and UPI QR on POS, Mobile/ DTH top-up, Bill payments, Wallet acceptance, NFC based payment, NCMC card acceptance, Integration with Fuel dealers' SAP system for fuel MCCs, Data Analytics, Small Value Digital Payments in Offline Mode (RBI/2021-22/146 CO.DPSS.POLC.No.S1264/02-14-003/2021-2022 updated as on 04/12/2024 etc at no cost to the Bank. Bidder should have capability to support other facilities such as Aadhar Enabled Payment System (AEPS(Optional)), integration with Merchants' Billing systems/ERP etc and any other major feature and functionality which may come in use in future on mutually agreeable man days cost basis. Regulatory/ compliance features are also to be incorporated in future without any extra cost to the Bank
- v. Back-end transaction processing viz., capturing of transaction from POS terminals/ QR/ other acceptance solutions, routing it to issuer through VAP/ MIP/ NFS and any other interface or receiving response from card networks etc., obtaining response from issuer and transmitting back the response to the merchant.
- vi. Bidder is responsible for complete 'End-to-End' reconciliation including merchant level, GL level & Scheme level transactions. Bidder is responsible for reconciliation of settlements including chargebacks, Interchange fee, hold-over, re-presentments, pre-arbitrations and arbitrations etc. as per laid down rules for the purpose. Bidder is

responsible to intimate the merchants for the disputes received and collect the relevant documents on behalf of Bank by approaching the merchants in timely manner and any other activity/ action required, without any extra cost to Bank.

- vii. Provide daily Merchant wise report to CBoI to enable them to afford credit to the respective merchants as per agreed terms & conditions and formats. They should have the capability to perform refund transactions as well as recover amounts (charges, rentals etc.) as per Bank's instructions.
- viii. To develop proper Set up of Merchants (for POS terminals, QR, other acceptance solutions emerging from time to time), commercial terms, commercial arrangement, MCC, type of terminals/ acceptance solution, other details related to merchants etc. in merchant management Software as per instructions from Bank, without any extra cost to Bank.
- ix. To develop, customize and periodical up-gradation of terminal application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc. and Scheme Fees viz. VISA/ MasterCard/ RUPAY/ NPCI etc., without any extra cost to Bank.
- x. To upgrade the terminal application as per the mandates received from time to time from the settlement agencies i.e. VISA/ MasterCard/ RUPAY etc., at no extra cost to Bank.
- xi. Hosting of MMS in its hardware in a secured environment. If it is outsourced, the security and data integrity to be ensured and it would be the responsibility of Bidder.
- xii. Development of Interface between POS terminals and service provider through established network.
- xiii. Certification of acquiring host by Schemes MasterCard, Visa, Rupay, AMEX, NPCI other schemes etc. Bank will assist but at no cost to the Bank & it will be borne by the Bidder.
- xiv. Periodical certification of the hardware, software and application as is considered necessary at the cost of the bidder.
- xv. Merchant training on an on-going basis on Bidder's cost. Requirement of training to be assessed and done as and when required.
- xvi. Dedicated Merchant Help Desk support through Call Centre is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00 PM by deputing at least One (1) Customer Care Executive for every 1000 PoS terminals. Besides, the Bidder to make the IVRS/ Chatbot/ Mail/ Whatsapp services available on 24x7 basis for addressing concerns/ complaints of merchants should have the interface between our internal call centres without any extra cost to Bank.
- xvii. Arrangement of Network Access Connectors (NACs): Bank will not bear the cost of NAC. Bidder to ensure adequacy of Bandwidth and provision for appropriate scalability of switching services, without any extra cost to Bank.
- xviii. Maintaining record of all successful and unsuccessful transactions logs in a secured environment and sharing the same with Bank on a daily basis. Service provider will retain the records for a period as per the specifications given by Bank from time to time.

- xix. All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the service provider.
- xx. Providing other periodical MIS reports such as weekly, fortnightly, monthly, quarterly, half yearly and yearly reports to CBoI on the prescribed format as required by them from time to time. To quote a few examples of MIS; daily installations/ de-installation done, pending installations/ de-installations, problematic installations/ de-installations, details of inactive/ Non-transacting terminals, status of leads/ documents processed for on-boarding merchants, failed transaction report, settlement reports, Interchange fee, open and closed complaints etc. This list is illustrative and not exhaustive.
- xxi. Providing periodical MIS, Exception reports, suspicious transaction reports to the Bank, keeping liaison with the Card schemes and Card issuers for resolution of disputes.
- xxii. Filtering the transactions through risk analysis and fraud monitoring tools in online and offline environment, setting up of Risk parameters as per industry Standards and periodic review of the same as per Bank's requirement.
- xxiii. Bidder is required to bear entire Fraud & Risk Liability and, also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc. shall also be managed by the bidder. Alerts to Bank and Merchants should be there in module for flagging suspicious or fraudulent transactions
- xxiv. Periodical review and feedback which may help the Bank in taking a business decision.
- xxv. **Migration of existing POS terminals:**
 - a. Migration involves massive work at field level which includes replacing of the existing POS terminals deployed at merchant's locations and also obtention of the necessary KYC & other documents and execution of tri-partite agreement with the Merchant afresh duly stamped in terms of applicable State Laws, at Bidder's cost.
 - b. Bidder should enable migration of all POS merchants from existing service provider to its own new set up, at no extra cost to the Bank.
 - c. Implementation Plan (PERT Chart) with proper timelines to be submitted by the Bidder to the Bank for implementation within 1 week from issuing the Letter of Intent by the Bank.
 - d. The Successful Bidder should make the system (Acquiring Switch along with relevant software & hardware solutions including necessary certifications of new BINs from the respective Schemes) ready **within a maximum period of 2 (Two) months from the date of issue of instructions from the Bank.** Thereafter, Successful Bidder should ensure complete migration of the existing 3300 (or actual) PoS terminals within a **maximum period of 4 (four) months. Thus, the Bidder shall complete the migration of merchants from existing system (Switch) to a new system (Switch) within a maximum span of 6 months (2 months+4 months) from the date of instruction from the Bank.**

- e. Any delay over & above the stipulated period of 6 months (2 months+4 months) will attract penalty of ₹10,00,000 (Rs. Ten lakhs) per week or a part there of for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months+8 weeks with penalty), Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder who shall submit the Implementation Plan (PERT Chart) with proper timelines within 1 week from issuing the Letter of Intent by the Bank.
- f. In case of termination of agreement, bidder shall be responsible for handover of all related data of Merchant Acquiring Products such as (PoS, QR etc.) to new service provider/ elected bidder within 30 days of new bidder's affirmation.
- xxvi. Online portal and Mobile App for all merchants to manage their profile and to track their transactions online.
- xxvii. Capability to generate GST, FIRC certificates etc. on a monthly or at a frequency decided by the Bank and to provide GST data as per the format prescribed by GST Council, GOI thereby enabling the Bank to remit GST amount as per requirement of the GST Council.
- xxviii. Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.
- xxix. The Vendor agree that CBoI shall have the right, but without obligation to monitor and access the services to enable CBoI to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Vendor or the employees of vendor.
- xxx. Bidder to ensure adequate and tested Disaster Recovery and Business Continuity Plan.
- xxxi. The bidder will be responsible and will facilitate the Audit and DR-Drill activities on quarterly basis, as per requirement of the Regulatory Authorities/ Bank, at no extra cost to the Bank. Besides, any Inspection/ Audit/ DR drill activities called for by the Regulator in addition to the above must be permitted by the Bidder, at no extra cost to the Bank.
- xxxii. Permission to Bank to conduct Audit of data, books (relating to CBoI), IT infrastructure etc. These Audits can be done by External agencies or Bank's agencies.
- xxxiii. Ensure that individuals with necessary expertise are hired/ recruited with proper background checks and police verification. Bidder to give undertaking that it will conduct police verifications for all appointments of its personnel appointed or to be appointed.
- xxxiv. Bidder to have a Code of Conduct in line with IBA's/ CBoI's Code of Conduct. Bidder may refer to IBA's website for the same.
- xxxv. Before engaging sub-contractor, Bidder shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of CBoI and CBoI should have access to such records. Such sub-Bidders will have to be mandatorily registered with Card Schemes by the Bidder under no cost to Bank. After engaging any sub-contractor, mandatorily the bidder will inform to the Bank.
- xxxvi. In the event of sub-contracting, Bidder shall ensure that suitable documents including

confidentiality as per RFP are obtained from the sub-contractor and Bidder shall ensure that the secrecy and faith of CBoI's data/ processes is maintained both during the currency and even after termination of Contract/ SLA.

- xxxvii. Successful bidder shall be solely liable & responsible for payments of all statutory dues with respect to each of his personnel/ employees engaged by it to render services under this agreement with respect to each applicable Labour Law, including the Minimum Wages Act, 1948, The Payment of wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/ contributions under any labour legislations as applicable, remain payable with respect to his personnel/ employees. The Service Provider will have no claims whatsoever against the Bank with respect to payment of statutory dues/ contributions to its personnel/ employees under applicable labour legislations. Further, Service Provider would indemnify/ make good for the losses to CBoI for non-compliance or any claims against CBoI arising out of any non-compliance as above. Further. The Bidder is liable for any fraud, default committed by its employees and appropriate criminal action needs to be taken by the Bidder.
- xxxviii. Bidder should be complied with IT GRC, master circulars of RBI on outsourcing, DPDP Act and any other act as applicable.
- xxxix. Bidder agrees that CBoI shall have the right to disclose the details of this RFP and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association or as required by Law of the land. The Successful Bidder agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions and other necessary information stored or processed by Bidder in respect of this RFP or the Services.
- xl. Bidder agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/ regulatory obligations of Bank in this regard.
- xli. The successful Bidder should comply with Bank's Information Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:
 - a. Responsibilities for data and application privacy and confidentiality.
 - b. Responsibilities on system and software access control and administration.
 - c. Custodial responsibilities for data, software, hardware and other assets of the Bank managed by or assigned to the Bidder.
 - d. Physical security of the facilities.
 - e. Incident response and reporting procedures.
 - f. Data Encryption/ Protection requirement of the Bank
- xlii. Security requirement of the Bank will be shared with the successful Bidder.
- xliii. Development, maintenance, customization, integration with other apps and periodical up-gradation of QR merchant application software, at no extra cost to the Bank.

a) Generation of QR codes for QR acceptance and development,

maintenance, customization, integration & periodical upgrading of back-end system for processing, reconciliation, settlement, dispute management etc pertaining to QR Code payment system.

- b) Sending In-App notifications to merchant in case of QR Transactions, without any extra cost to the Bank.
- c) Building on-us pipe with CBoI's Switch or any other switch as directed by the Bank for direct routing of on-us transactions, without any separate cost to Bank.
- d) Development, maintenance, customization, integration and periodical up-gradation of back-end system for processing of ETC transactions coming from the switch/ system acquired by us, as per procedural guidelines issued by NPCI/NETC/RBI etc, without any extra cost to the Bank.
- e) Integration with switch/ system acquired by us/ to be acquired in future, without any extra cost to the Bank.

- xliv. Development, maintenance, customization & periodical up-gradation of CRM (Customer Relationship Management) tools which should include web-based tool for complaint log-in & resolution, generation of complaint log number, simultaneous generation and email & SMS code to merchants and closure of complaints only after feeding of acknowledgement code in the CRM system etc.
- xlvi. Effective inventory management of PoS terminals by using related analytical tools, provision of Dash Board showing active and inactive PoS terminals at real time. Bidder should have the facility to provide tracker for journey from application sourced to installation of POS.
- xlvi. The Bidder should pick up the PoS terminal from merchant's location within a maximum period of 5 days from obtention of approval for its de-installation from the Bank. Bank will not be liable for any assistance in this regard.

xlvi. For CAPEX Model:

These terminals will be owned by the Bank. **However, the Bidder shall provide all above solutions for these terminals including back-end services and repairs & maintenance.** However, since most of the terminals are likely to be within warranty period or AMC, no reimbursement will be payable by Bank other than transportation charges. However, if any part(s) of the terminal is replaced or repaired which are not covered under warranty, the same will be reimbursed by recovery from the merchant. However, Bidder will have to share the details of such repairs, replacements so as to enable the Bank to recover the same from the Merchant. At times, it can happen that cost of repair or replacement of the part might exceed total cost of the terminal or might be very near to it, in such cases, we expect Bidder to inform and take necessary instructions from the Bank.

3.6 The Successful Bidder shall comply with / provide confirmation on the following:

- (i) Should provide network monitoring and ensuring seamless connectivity of POS machines.
- (ii) All the POS terminals should be directly connected to the Bidder's switch for providing Switch Services for acquiring transactions. The Switch should be duly certified by Schemes viz. VISA/ MasterCard/ RUPAY /UPI/ Amex/ Diners etc and comply with all administrative formalities and documentation requirements of the

Schemes.

- (iii) The transactions would be routed directly to VISA/ MasterCard/ RUPAY/ UPI/ AMEX/ Diners for all acquired transactions. The charges, if any, for switch certification that need to be done on the Bank's switch side would be taken care by the bank. The bidder should bear the charges at its own switch or switching arrangement side and also the communication cost/ Network cost from bank's data centre to bidder's data centre.
- (iv) The Bank has already obtained VISA/ MasterCard and RUPAY membership for acquiring and will be bearing all association (VISA & MasterCard & RUPAY) related charges.
- (v) Financial liability, if any, arising on account of charge back shall be borne by the bidder, all other activities required to be done in case of charge backs shall also be taken care of by the bidder. Bidder shall be responsible for conducting activities like charge back management, re-presentment, retrieval, file uploads and download.
- (vi) Bidder must ensure that 'Card present' transactions are strictly in line with RBI/ MOF/ IBA/ RUPAY/ MasterCard/ VISA guidelines.
- (vii) Bidder should be capable to deliver any significant changes like Aadhar based authentication on POS Machines as an additional factor of authentication or any other major up gradation is required to be made in POS infrastructure to comply with MoF/ RBI/ IBA directives in future, at no extra cost to Bank. In case of requirement of separate Biometric hardware/ Scanner/ Devices as per the need of Bank, Bank will arrange to provide the same.
- (viii) The bidder should have the facility of charging differential MSF rate to merchants for different types of Cards.
- (ix) The bidder has to ensure that the Product/ POS terminals supplied are new, unused, of the current model incorporating latest improvements in design/ features and these shall have no defect arising from design or from any act of omission of the Service Provider.
- (x) **Upper ceiling on Turn Around Time (TAT) for Installation and repairs of POS terminals are as under:**

Area	TAT attending Lead for generated by Bank/Bidder	TAT installation for of POS terminal	TAT for Repair of Terminal after lodging of complaint
Metro and Urban	1 days	2 days	2 days
Semi-Urban	3 days	5 days	5 days
Rural/North-Eastern Region	7 days	7 days	7 days

3.7 The POS terminals being deployed and related Infrastructure must:

- i. Be Fully EMV compliant (minimum standard is EMV 4.3)
- ii. Be in the approved terminal list of the EMV Companies
- iii. Be Chip-compliant and capable of PIN acceptance for chip cards

- iv. POS Terminals must have the facility of LCD screen to display the amount of transaction
- v. Have unique double length Terminal Master Key
- vi. Be TLE & UKPT/ DUKPT, Key Block for NFS and RUPAY network Compliant
- vii. Terminals, POS Infrastructure and service provider should be PCI-DSS compliant as per latest compliance standard released by PCI Council as on the date of RFP
- viii. Any Card payment application used must be PA-DSS Compliant
- ix. Be fully compliant to directives of various regulatory Authorities viz. Department of Financial Services, Ministry of Finance/ RBI/ IBA/ RUPAY/ MEITY/ BCA and our Bank, etc. and, also upgradable to all future directives of such bodies, at no extra cost to the Bank.
- x. The POS terminals for fuel merchants should be PESO (Petroleum and Explosives Safety Organization) certified/ compliant.
- xi. The service provider should be able to deploy POS terminals capable of processing the transactions through NFC/ NCMC cards.

3.8 RESPONSIBILITY FOR COMPLETENESS :

- i. The successful bidder shall ensure that the Solution (provided through Hardware/ Software/ Middleware etc.) meets all the technical and functional requirements as envisaged in the scope of the RFP.
- ii. The bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.
- iii. Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided/ made available by the bidder as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.

3.9 RESPONSIBILITIES OF THE BIDDER:

- i. To settle acquiring transactions through POS etc. pertaining to merchant establishments enrolled with Central Bank of India as per the Scope of RFP.
- ii. The bidder should ensure that the merchant is able to submit the daily transactions / bills online to them for settlement.
- iii. Development, maintenance, customization and periodical up-gradation of terminal application software, at no extra cost to Bank.
- iv. Certification of acquiring host by Master Card, RUPAY, VISA, NPCI etc.
- v. VAP/ MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard and RUPAY, VISA, BBPS, etc. Periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- vi. Periodical certification of the hardware, software and application of POS terminal as is considered necessary.

- vii. Purchase, storage, insurance, repairs and maintenance of POS terminals.
- viii. To keep POS machines, Infrastructure updated with the directives/ guide lines of regulators and Bank Card Association & Hosting of Merchant Management Software and its hardware in a secured environment.
- ix. Sensitizing the Bank Officials on various aspects of Merchant Acquiring Business.
- x. Board Merchants along with all techno-commercial details in the Merchant Management Software.
- xi. Prepare a risk profile of the merchant, performing TRACE/ NMAS/ MATCH etc for merchants.
- xii. Undertake terminal installation, activation and management.
- xiii. Conduct merchant training on an on-going basis.
- xiv. Supply consumables to merchants based on requirement.
- xv. Undertake POS terminal maintenance, repair or replacement as required.
- xi. Arrange for Network Access Connectors (NACs).
- xii. Develop interface between POS terminals and service provider through established network, at no extra cost to the Bank.
- xiii. The Bidder shall comply with/provide confirmation on provision of network monitoring facility and ensuring connectivity of POS machines.
- xvi. Provide Merchant help desk support for attending to the Merchants' queries and a web based portal to the Merchants for lodging of their complaints.
- xvii. Ensure smooth back-end transaction processing viz., capturing of transaction from POS terminals, routing it to issuer through VAP/ MIP/ RUPAY, obtaining response from issuer and transmitting back the response to the merchant.
- xviii. Maintain record of all successful and unsuccessful transactions logs in a secure environment.
- xix. Process settlement files from Master Card/ VISA/ RUPAY/ NPCI etc. With the transaction record and service charges applicable with respective entity.
- xx. Reconcile settlements including charge-backs, re-presentments, pre- arbitrations and arbitrations etc. As laid down in the rules for this purpose.
- xxi. Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment.
- xxii. Undertake dispute management, grievance redressal etc.
- xxiii. Provide daily Merchant wise settlement report to enable the bank to credit settlement amount to the respective merchants as per agreed terms.
- xxiv. Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports, negative balance reports as required by the Bank and others from time to time.
- xxv. Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.
- xxvi. Service Provider to hire trained & experienced personnel so as to fully perform the contractual obligations arising under this RFP and, also to duly verify the antecedents/

background checks of such personnel as per the RBI guidelines before engaging them in providing, supporting and/or executing any services under 'End-to-End solution' for merchant acquiring business. Further, Service Provider will do re-verification check after every two years about the background of such personnel as per RBI guidelines.

- xxvii. The service provider may procure the services of local Bidders/ sub- contractors, with the consent of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, as required by them. However, the service provider will be solely responsible for under performance or non-performance and deficiency of services of such third-party bidder (s).

On selection of successful Bidder and award of Contract under the RFP, Bank shall enter into contract with the Bidder only for all service obligations including execution of Service Level Agreement (SLA), Non- Disclosure Agreement (NDA), generation of monthly invoices & payment thereof along with treatment of tax liabilities, TDS etc. Bank shall deal with prime Bidder only and any third-party contract made by the Bidder and terms & conditions associated therewith will not be binding on Bank. The Bidder shall remain fully responsible for all acts of its contractors/ sub-contractors, if so, engaged by it at all times.

- xiv. Bidder should provide a system to the Bank for Real time monitoring of its server which will display server usage, uptime/ downtime, Load Capacity of server and present load on server.
- xv. Bidder should share monthly reports with bank regarding Server performance, Server downtime and uptime & other related reports.

3.10 FURTHER, THE SUCCESSFUL BIDDER SHALL ENSURE THAT:

- i. 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).
- ii. 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.
- iii. Given the nature, scale and complexity of the business, CBoI should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, and yearly as required by the Bank.
- iv. 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.
- v. 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.
 - b. Storing and preserving records/ computer data base/ data in appropriate optical media or equivalent media along with back up storage.

- 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 CBOI as and when demanded.
- vi. Any future addition/ up gradation of Hardware and software on account of directives of Regulatory authority/ other bodies have to be complied with in set time frame, at no extra cost to the Bank. The overall solution/ Up-gradation/ maintenance/ current Market Trends as per the requirement and guidelines of CBoI/ sponsored RRBs/ RBI/ DFS/ MEITY/ Schemes/ Stake Holders etc. is the sole responsibility of the Bidder, without any extra commercial other than the monthly rent.
- vii. The successful bidder to ensure that it and any of its Sub-Contractor(s) is not maintaining any computer resources/data outside India in any off- shore locations i.e. complete data should reside within Indian Territory in terms of guidelines of RBI/ Regulatory Authorities. Nevertheless, Service Provider and its sub-contractor(s) to undertake that during the currency of this agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to CBoI'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.
- viii. Data replication in Core Banking Solution (CBS)/ Enterprise Data Warehouse (EDW) should be ensured by the Bidder with suitable replication solution/ Software as per Bank's requirement. Data should be complete replica of the original or live data base/ flat file as per Industry best practice.
- ix. During the course of this agreement, CBoI 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 this agreement and all records, operational controls and processes for the last two years relating thereto.
- x. All software/ Applications shall undergo regular maintenance activities with a view to undertaking corrective preventive maintenance actions. These activities shall include identification, analysis and actions aimed at preventing occurrence of potential problems.
- xi. Bidder to analyse & review the root causes of operational & technical problems occurred in acquiring business. Bidder to take timely & prompt measures to rectify the problems and prepare & share the reports or feedback with Bank in a timely manner.
- xii. Bug fixes of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
- xiii. The Bidder will conduct periodic monitoring of the system to determine its

performance and deterioration, if any and then advise the Bank on the same along with future strategy, plan & remedial measures.

3.11 By submitting a signed bid/ response to this RFP the Bidder certifies that :

- i. The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same.
- ii. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.

3.12 Activities to be taken by Bank:

- i. Framing merchant acquiring policy, pricing and standard operational procedures which will be applicable to the service provider also.
- ii. Merchant Activity Monitoring through MIS provided by the Bidder.
- iii. Suspect Activity Response and Merchant Termination through MIS provided by the Bidder.
- iv. Verification of the documents (KYC related documents, business license etc.) for onboarding merchants on payment acceptance systems through POS terminals and other digital payment platforms.

3.13 Responsibilities of the Bank:

- i. Identification/ selection of merchants from Bank's existing customer-base/ future customer base.
- ii. To designate Nodal Officer(s) in the Regional/ Zonal Offices who will be the single point of contact for the service provider.
- iii. To credit on a daily basis the settled amounts of merchants based on the settlement file provided by the service provider.
- iv. To act on risk mitigation advisory from service provider.
- v. Certification of Bank's BIN on switch of Bidder by VISA, MasterCard and RUPAY, etc.

4. INSTRUCTIONS TO BIDDER:

4.1 POWER OF ATTORNEY/ AUTHORIZATION LETTER OR COPY OF BOARD RESOLUTION

In case of company, Board Resolution in favor of authorized person and Power of Attorney/ Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

4.2 ELIGIBILITY CRITERIA :

Only those Bidders who fulfill the Eligibility Criteria as per Annexure -2 are eligible to respond to the RFP. Offers received from the Bidders who do not fulfill any of the Eligibility Criteria are liable to be rejected.

Bidder should submit following documents against each of the eligibility criteria mentioned in Annexure-2:

S.N	Documents Required -
1	Certificate of commencement of Business/ Copy of First Order
2	Experience Certificate signed by the Official, not below the rank of General Manager / Divisional Head of the related Bank on Bank's letter head.
3	Experience Certificate signed by the Official, not below the rank of General Manager/ Divisional Head of the related Bank on Bank's letter head.
4	Audited financial statements (Balance sheets and Profit & Loss) for last 3 FY 2023-24, 2022-23, 2021-22.
5	Audited financial statements (Balance sheets and Profit & Loss) for last 3 FY 2023-24, 2022-23, 2021-22.
6	Self-Certification on Letter Head indicating that only one Bid has been submitted.
7	Proof in this regard to be submitted.
8	Self-Certification on Letter Head along with documentary evidences to this effect. Give complete details of the agencies to whom some merchant acquiring services (to be mentioned) are to be outsourced.
9	Self-Certification on Letter Head and supporting documents, if any. Describe the technological & other capabilities.
10	Self-Certification on Letter Head mentioning particulars of business on QR and BHIM Aadhar platforms viz. total number of merchants on-boarded, Count & amount of transactions handled. Detail of the arrangement and attach a letter from the Supplier.
11	Self-Certification on Letter Head along with documentary evidences to this effect.
12	Copy of the valid Certificate(s) to be provided.
13	Self-Certification on Letter Head and latest valid PCIDSS Certification.
14	Proof in this regard to be submitted.
15	Self-Certification on Letter Head
16	Self-Certification on Letter Head
17	Self-Certification on Letter Head, mentioning related details

18	Self-Certification on Letter Head
19	Details to be provided by the Bidder on letter head
20	Self-Certification on Letter Head
21	Self-Certification on Letter Head
22	Brief details of litigations, disputes, if any are to be given on Company's letter head.
23	Self-Certification on Letter Head
24	Self-Certification on Letter Head
25	Self-Certification on Letter Head
26	Profile of Project Team/Previous assignments of similar nature/Detailed Project Plan to be submitted.
27	Self-Certification on Letter Head (To ensure that such Centers are able to co-ordinate with Rural and Remote areas including island states, Union Territories, North East States and smart cities). Give complete details of the agencies to whom some merchant acquiring services (to be mentioned) are to be outsourced.
28	Document on deployment framework, tools, templates & utilities to be provided. Also, the Bidder to give an Undertaking that in case of requirement, it has desired capability & preparedness for the same.
29	Self-Certification on Letter Head having details of the existing Service Centres along with an undertaking to set up additional Service Centres at remaining required stations/ locations within a maximum period of 3 months of placing the order by the Bank. Another undertaking to set up additional Service Centres for new Regional Offices/ Zonal Offices from the date of opening of such Regional Offices/ Zonal Offices by the Bank to be given by the Bidder.
30	Proof of deploying POS in at least 1 Public sector Bank/ Schedule Commercial Bank

4.3 BIDDER PARTICIPATION

Either the Indian agent on behalf of the Original Equipment Manufacturer (OEM) or OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product. Further if an agent and Principal/ OEM simultaneously submit the bid, both the bids shall be summarily rejected.

4.4 COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Central bank of India, hereinafter referred to as the Bank/ Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.5 BIDDING DOCUMENT:

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

4.6 LANGUAGE OF BIDS:

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

4.7 AUTHENTICATION OF ERASURES/ OVERWRITING ETC:

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

4.8 CONTACTING THE BANK:

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

4.9 BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:

- 4.9.1 The Bank reserves the right to accept/ reject any bid and to modify/ cancel/ re-tender and/ or dissolve the bidding process or even reject all bids at any time prior to award of contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action.
- 4.9.2 The Bank reserves the right to accept or reject any technology proposed by the Bidder(s).
- 4.9.3 The Bank reserves the right to select more than one Bidder keeping in view its large requirements.

4.10 MODIFICATION AND WITHDRAWAL :

- 4.10.1 Bids once submitted will be treated, as final and no modification will be permitted. Further, no correspondence in this regard will be entertained.
- 4.10.2 No bid will be modified after the deadline for submission of bids.
- 4.10.3 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

The Bank, at its discretion, may amend the bid documents without assigning any reason, whatsoever, during the currency of the RFP period i.e. last date of submission of Bid documents.

4.11 REVELATION OF PRICES:

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

4.12 CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

4.14 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the Bid documents, without assigning any reason whatsoever during the currency of the RFP period i.e. the last date submission of the Bid Documents. All the correspondence/bid should be addressed to Bank at the following address:

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

4.15 LATE BIDS:

Any bid received by the Bank after the deadline for submission of bid will be rejected and/ or returned unopened to the Bidder.

4.16 OPENING OF BIDS:

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule).

4.17 PERIOD OF VALIDITY:

Bids shall remain valid for a period of minimum 6 months from the date of bid submission prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

4.18 RELIABILITY:

Since the equipment shall be installed at critical sites, the equipment so offered should be robust and reliable.

4.19 BID CURRENCY:

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

5. BIDDING PROCESS:

5.1 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.

5.2 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 (TFS)
- (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.

5.3 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.

5.4 Preparation of Bids

5.4.1 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.

5.4.2 Documents Comprising the Bid

Documents 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 it's 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 **₹ 25,00,000/- (Rupees Twenty Five Lakhs only)** furnished as specified in RFP
- 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, 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.
- l) **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 ₹ 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.
- m) **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. **Mr. Nirmal Anand Joseph Deva**

MAIL ID: - meghanadeva2022@gmail.com

2. **Mr. Anant Kumar**

Mail ID: anant_in@yahoo.com

Under this pact:

- IEM shall not be subjected to instructions by the representatives of the parties and shall perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings

5.5 Participation Methodology

- 5.5.1** In this GeM bid either the authorized bidder on behalf of the Principal/ OEM/ OSD or Principal/ OEM/ OSD itself can bid but both cannot bid simultaneously for the same item/product.
- 5.5.2** If a bidder bids on behalf of the Principal/ OEM/ OSD, the same bidder shall not submit a bid on behalf of another Principal/ OEM/ OSD in this GeM bid for the same item /product/ service.
- 5.5.3** If any product of Principal/ OEM/ OSD is being quoted in this GeM bid, the Principal/ OEM/ OSD cannot bid for any other Principal's/ OEM's/ OSD's product.
- 5.5.4** In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/ OSD /principal should assume complete responsibility on behalf of the bidder for providing end-to-end solutions i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this GeM bid at no additional cost to the bank.

5.6 Bid Prices

Financial Bid Prices quoted should be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like, GST, local taxes, if any. 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 charges. 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 etc. 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 or their associate 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.

5.7 Bid Currency

Bids should be quoted in Indian Rupees only.

5.8 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 its 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 provided in this RFP.
 - 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.

5.9 Documents Establishing Bidder's Eligibility and Qualifications

- 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:
 - i. a detailed description of the essential technical and performance characteristics of the proposed terminals;
 - ii. 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
 - iii. 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.

5.10 Bid Security

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

- a) The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- b) The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - i. 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 provided in the Bid, valid for two hundred ten (210) days from last date of receipt of the bid.

OR

 - ii. 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.
- c) Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.
- d) 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.
- e) 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.
- f) 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.
- g) Start-ups as defined by GOI notifications/guidelines are exempted from payment of cost of bid security.
- h) The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format.
- i) The Bid security may be forfeited:
 - i. if a Bidder withdraws its Bid during the period of Bid validity as specified in clause 5.11 (a); or
 - ii. 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.

5.11 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.

5.12 BID PROCESS

5.12.1 Clarification to RFP & Pre-bid Queries:

- 5.12.2 Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/ time mentioned in the RFP document.
- 5.12.3 A pre-bid meeting will be held on the date and time specified in the RFP which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- 5.12.4 The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.
- 5.12.5 Central Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/ addendum through GeM Portal. The interested parties/ Bidders are advised to check the GeM Portal regularly till the last date of submission of Bid document specified in the RFP and ensure that clarifications/ amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Central Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 5.12.6 No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the RFP or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 5.12.7 Queries received after the scheduled date and time will not be responded/ acted upon.

5.13 Pre-bid Meeting:

- 5.13.1 A pre-bid meeting with the bidders will be held on date & time and venue as specified in the RFP to clarify any doubts raised by them in this RFP.
- 5.13.2 If the pre-bid meeting date is declared as a holiday under NI act by the Govt. subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the meeting scheduled date & time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

5.13.3 Bank has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting.

5.13.4 Bank will have the liberty to invite its technical consultant or any outside agency wherever necessary.

5.13.5 Bank will consolidate all the queries and the replies for the same shall be made available on the <https://www.centralbankofindia.co.in> website and GeM portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/ addendum/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

5.14 Amendment to Bidding Document:

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

5.14.2 Notification of amendments will be made available on the GeM and Bank's website only (i.e. <https://www.centralbankofindia.co.in>) and will be binding on all bidders and no separate communication will be issued in this regard.

5.14.3 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 submission of Bids.

5.15 Bid System Offer:

This RFP contains the following 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**".

5.16 Bid Preparation and Submission:

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

5.16.2 No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

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

5.16.4 Bidders may please note:

- a. The Bidder should quote for the entire package on a single responsibility basis for hardware/ software/ services, Software Solution/ services it proposes to supply.
- b. While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ services should be uploaded.
- c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.
- d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
- e. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- f. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- h. The Bidder must provide specific and factual replies to the points raised in the RFP.
- i. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
- j. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.
- k. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- l. The Bank reserves the right to reject Bids not conforming to above.
- m. All the communications shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.

5.17 Bid Opening:

- 5.17.1** The Part-I – Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative(s) on the Date & Time and at the venue specified in the Bid Schedule.

5.17.2 Bidder representative may be present in the place and venue well in time along with an authorization letter.

5.17.3 Attendance of the all the bidder's representative present during the bid opening time will be recorded.

5.17.4 The bidder may note that no further notice will be given in this regard. In case, If the bid opening date is declared as a holiday under NI act by the Govt., the next working day will be deemed to be the bid opening day.

5.17.5 If any of the Bidder or all bidders not present during the bid opening day, Bank at its own discretion will proceed further with the opening of Part- I – Conformity to Eligibility Criteria in their absence.

5.17.6 The Part-I Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the documents submitted as stipulated in the RFP document. The Technical proposal of only those bidders who are qualified in Part- I – Conformity to Eligibility Criteria will be opened with due communication from the Bank.

5.17.7 The Commercial Bid/ Commercial Bid (Indicative) of only those bidders who are qualified in Technical Proposal shall be opened for evaluating Commercial Bid/ Reverse auction process.

5.18 SELECTION OF BIDDER

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

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

5.19 Clarification of Offers:

5.19.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/ any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof/ supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

5.19.2 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' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

5.20 Evaluation of Bid:

The Bank will evaluate the bid submitted by the bidders under this RFP. 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.

5.21 Part A-Conformity to Eligibility Criteria:

5.21.1 The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Eligibility Criteria** and on the documents submitted as specified in RFP. The proof of documents should be submitted as specified and it will be evaluated by the Bank and Bank will seek clarification, if required.

5.22 Part B-Technical Proposal:

5.22.1 The Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B- Technical Proposal submitted by the bidder will be evaluated based on documents submitted as specified in RFP. The proof of documents should be submitted as specified and it will be evaluated by the Bank and Bank will seek clarification, if required.

5.22.2 The Technical Evaluation will be for Technical and Functional requirement as specified in RFP. (As scope of RFP).

5.22.3 **Bidders must fully comply with all requirements. Non-compliance to any one of the requirements leads to disqualification of the Bidder in Part B- Technical Proposal.**

5.22.4 If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.

5.22.5 The Bank shall not allow/ permit changes in the technical specifications once it is submitted.

5.22.6 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.

5.23 Part C-Commercial Bid (Indicative):

5.23.1 The Part C-Commercial Bid (Indicative) of only those bidders who qualified in **Part B- Technical Proposal** will be opened with due communication by the Bank. The **Part C- Commercial Bid (Indicative)** submitted by the bidder will be evaluated based on documents submitted as specified in RFP. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

5.24 Reverse Auction:

Bank will conduct Reverse Auctions for arriving at L1/ L2/ L3 as per the GeM guidelines.

5.25 Bidders Presentation:

5.25.1 The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part A-Conformity to Eligibility Criteria**.

5.25.2 As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) at the location which is identified by the Bank.

- 5.25.3 This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened.
- 5.25.4 Bidders are further required to be in preparedness to demonstrate the proposed product by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/ issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- 5.25.5 Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- 5.25.6 All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- 5.25.7 Setting of evaluation criteria for product 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.

5.26 Normalization of Bids

- 5.26.1 The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;
- 5.26.2 Incremental bid submission in part of the requested clarification by the Bank or
- 5.26.3 Revised submissions of the entire bid in the whole.
- 5.26.4 The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 5.26.5 The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5.27 Intimation to Qualified/Successful Bidders:

- 5.27.1 The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part – B Technical Proposal and Part C-Commercial Bid. The names of qualified bidders at each stage would be announced on the GeM and Bank's website (i.e. <https://www.centralbankofindia.co.in>). Commercial Bids

(indicative) of only technical qualified bidders shall be opened. After conducting the Online Reverse Auction final list of the bidders (L1, L2, and L3) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

5.28 Correction of Error in Commercial Bid:

5.28.1 Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- a. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- b. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- c. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- d. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.
- e. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- f. If the bidder does not accept the correction of errors, the bid will be rejected.

5.29 Determination of L1 Price:

- 5.29.1 L1 Price will be determined after giving effect to arithmetical correction, if any.
- 5.29.2 The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction in GeM portal. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material.

5.30 Online Reverse Auction:

- 5.30.1 Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 5.30.2 Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
- 5.30.3 For finalization of the most competitive offer, the Bank will conduct "Reverse auction" in GeM portal.
- 5.30.4 Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be

conducted by an Auction company authorized by the Bank. However, Bank at its own discretion may not call Bidders for reverse auction, who have quoted more than 20% of the average of total cost of ownership quoted by technically qualified Bidders. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.

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

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

5.31 Re-auction/s Rules:

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

5.31.1.1 At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

5.31.1.2 During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.

5.31.1.3 At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

5.31.2 Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.

5.31.2.1 If at the end of the Reverse Auction/s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.

5.31.2.2 Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

5.31.3 The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

5.32 Deadline for Submission of Bids

- Bids must be submitted by the bidder in GeM portal, no later than the date & time specified in the Bid document.
- 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.

5.33 Late Bids

Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected.

6. Evaluation Of Bids :

- The RFP responses will be subject to Techno-Commercial evaluation where Technical Bid inclusive of the Presentation of ‘End-to-End’ Solution will be used as qualifying criteria only. The final evaluation will be done on the basis of commercial bid only. The Commercial Bid will be given 100% weightage as explained in detail, as an illustration only, in Annexure-15A.
- The Bid will be evaluated by “**Bid Evaluation Committees**” constituted by the Bank for this purpose. 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.
- The Bank will evaluate the bid submitted by the bidders under this RFP. The Part-A (i) Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Annexure-II of RFP**.
- The Part A (ii)-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened by the Bank and shall be evaluated on the basis of Annexure-9 and Annexure-10 of the RFP.
- The Commercial Bid will be opened only of those Bidders who qualify in the Technical Bid.

Under technical bid evaluation, scoring will be based on technical compliance matrix as given below:

S. No.	Technical Evaluation	Max Score
1	Score of Bidder’s response to Technical requirements on the basis of Annexure-10	80
2	Demonstration and Presentation of ‘End-to-End Solution’	20
	TOTAL SCORE	100

The Technical Proposal submitted by the Bidder(s) will be evaluated by the “Bid Evaluation Committee “constituted by the Bank based on technical specifications and the documents

stipulated in Technical Proposal/ Bid. Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation and will be eligible for commercial bid.

7. LIQUIDATED DAMAGES:

- i. If the Bidder fails to deliver or perform the services within the stipulated time schedule as decided in SLA, CBOI shall, without prejudice to its other remedies available under the agreement/ contract, deduct from the ordered price, the liquidated damages @ 1% of the amount of Invoice/ Bill drawn for the preceding month for each week or part thereof of such delay, subject to a maximum of 10% of the monthly invoice for a cumulative period of 10 weeks, until satisfactory performance is ensured. CBOI reserves all the rights to levy the penalties under the Contract in case satisfactory services are not restored. Bank is entitled to withhold or deduct liquidated damages from the price under the Contract or any other amount, which is due to Bidder from this Contract.
- ii. Any loss caused to the Bank or claims made against the Bank owing to non-performance of the service provider as per the SLA, or non-compliance of the Regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.
- iii. Any financial loss to the Bank on account of fraud/ data breach/ loss/ damage taking place due to the Bidder's, its employees or their service provider's negligence shall be recoverable from the Bidder along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the Bidder.
- iv. Regulatory Compliance: The Bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/ Statutory guidelines. Any new advisory/ guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI, NPCI etc. need to be implemented free of cost. Any penalty imposed by the Regulator on Bank will be the responsibility and liability of the Bidder.

8. PROCEDURE FOR FINALISING THE SUCCESSFUL BIDDER(s) :

9. ACCEPTANCE OF OFFER:

The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid. Bank reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modification.

10. AWARD OF CONTRACT:

Bank will empanel the successful bidder as vendor for a period of Five years. However, rates quoted in the Bids will be valid for one year only to decide successful bidder. The rates every subsequent year (next 2 years) shall be called from empanelled vendors as per Bank requirement and successful bidder will be decided through reverse auction process.

1. Bank will notify successful Bidder(s) in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to "The Bank" within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

2. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II together with acceptance of all terms and conditions of RFP.
3. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
4. The notification of award will constitute the formation of the Contract.
5. The successful Bidder shall be required to enter into a contract/ SLA with “The Bank”, within 30 days of award of the tender or within such extended period as may be decided by “The Bank”. Successful Bidder shall submit the KYC details of their authorized signatories and should inform “The Bank” on any changes in their management, viz, merger, amalgamation, etc. The date of commencement of the contract will be on a common date, irrespective of the date of signing of SLAs by different selected bidders.
6. Until the execution of a formal contract, the Bid document, together with the Bank’s notification of award and the vendor’s acceptance thereof, would constitute a binding contract between “The Bank” and the successful Bidder.
7. The contract/ agreement will be based on Bidder’s offer document with all its enclosures, modifications arising out of negotiation/ clarifications etc. and will include project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
8. “The Bank” reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
9. Failure of the successful Bidder to comply with the requirements/ terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/ or PBG.
10. Upon notification of award to the L1 Bidder, “The Bank” will promptly notify the award of contract to the successful Bidder(s) on the Bank’s website. The EMD of each unsuccessful Bidder(s) will be discharged and returned.
 - The Bank will notify the name of the selected Bidder on the Notice Board/ website of the Bank and also by e-mail to the successful bidder. In case Bank exercise its right to select additional bidders, name of such selected bidders will also be displayed on website later on and email will also be sent to them in due course.
 - ii. The selected bidder shall submit the acceptance of the order within seven (7) days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected.

11. PROJECT OWNERSHIP:

- a. If the bidder is engaging any third party in executing the project, details thereof shall be furnished. The bidder shall detail the responsibilities of such third parties involved and also submit a **Letter of Undertaking** from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this

RFP.

- b. **Ownership Letter** by the bidder to be submitted (Under taking letter by the bidder taking the ownership of the project execution in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).
- c. The bidder will also submit a copy of the agreement executed between the bidder and the third party.

12. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Bidder shall not, without the Bank's prior written consent, make use of any document or information provided by Bidder in Bid document or otherwise except for purposes of performing contract. The proposal and all supporting documents submitted by the Bidder(s) shall become the property of the Bank.

13. PATENT RIGHTS:

The Bidder shall indemnify the bank against all third-party claims of infringement of Patent, Trademark or Industrial Design rights arising from use of the Goods, or any part thereof in India. The Bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Rights, including Patent, Trademark, Copy rights, Trade Secret or Industrial Design rights arising from use of the products or any part thereof in India or abroad. The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible for, including all expenses and court and legal fees. The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

14. RESOLUTION OF DISPUTES: -

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract/ Agreement executed by the successful bidder or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be at the sole discretion of the Bank at Mumbai, INDIA. The arbitrator shall be the one of the existing working General Manager/ Retired General Manager of Central bank of India.

15. USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

16. DELAYS IN THE BIDDER'S PERFORMANCE:

Delivery of the goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages and/ or termination of rate contract for default. In case of undue delay, the Bank reserves the right to forfeit the amount of Performance Guarantee.

17. FORCE MAJEURE:

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five Calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three (3) months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

18. CONFIDENTIALITY AND NON DISCLOSURE:

The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- d. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- e. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.
- f. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relief against any such

person.

- g. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- h. That the successful bidder will strictly maintain the secrecy of Bank's data.

19. REVIEW OF THE PERFORMANCE /TERMINATION OF CONTRACT:

- a) The performance and the quality of services given by the Bidder will be reviewed by the Bank in every 3 months.
- b) If performance of the services rendered by the Bidder are not found satisfactory and/ or jeopardizing the interests of the Bank, then the Bank reserves the right to terminate the contract by giving 3 months' notice to the Bidder.
- c) However, in case the Bidder intends to withdraw or back out from the Contract, it will have to inform the Bank by giving a minimum of 6(six) months advance notice.
- d) The decision of the bank regarding quality of services and termination of contract shall be final and binding on the Bidder.

20. TERMS AND CONDITIONS

20.1 EFFECTIVE DATE:

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven (7) days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

20.2 Project Execution:

The selected bidder shall nominate a competent person as Project Manager under intimation to bank immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

20.3 EXECUTION OF AGREEMENT:

The selected bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and Integrity Pact (IP) with the Bank, within 21 days from the date of acceptance of the Order or within such extended period as may be specified by the Bank at the time, place and in the format prescribed by the Bank. Failure to execute the Agreement makes the amount of EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.

The Agreement shall include all terms, conditions and specifications of RFP and also the Commercials and Price, as agreed finally after Bid evaluation. The Contract shall be executed in English language in two original, out of which one will be retained by the Bank and other by the successful bidder. The contract shall be valid till all contractual obligations are fulfilled.

20.4 DURATION OF CONTRACT:

Bank will enter into contract initially for a period of Five (5) years from the date of execution of Agreement which may **further be extended for two terms of one year each based on the satisfactory performance of bidder** and at Bank's sole discretion. There shall be a yearly review of the performance of the Bidder by the Bank.

However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

20.5 UPTIME:

Bidder is required to maintain uptime for POS Infrastructure as per below Penalty Clause:

- a) The Selected bidder has to install POS terminal within five (5) days in case of Metro/ Urban areas, Seven (7) days in case of semi-urban areas and ten (10) days in case of rural areas/North East region after getting installation approval from the Bank.
- b) The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/ installation/ making the POS terminal operational at the rate of **₹ 1000/- per day per POS terminal**.
- c) Penalties at the rate of ₹ 1000/- per day per POS will be levied on selected bidder in case the POS is down for more than 24 hours in metro and urban areas, more than 48 hours in a semi-urban and 72 hours rural area. These penalties will be applicable if terminal is not working because of any reason attributable to the service provider/ bidder which could, inter-alia, include malfunctioning of the POS machine, non-availability of consumables, non-operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- d) Though the expected uptime level is 100 %, the minimum acceptable level of system uptime is 98% in Metro and urban centres and 96% in other centres to be computed on a monthly basis subject to verification by the Bank or through its authorized representative. Penalty for each percentage point lower than the acceptable uptime would attract a penalty of 1% (One percent) of the billing amount for the month. The Bidder shall furnish the Uptime Report to the Bank on daily basis and same should be incorporated in the Dash Board also.
- e) In case of loss to the Bank due to delay in uploading settlement files to respective network beyond cut-off time, the service provider has to compensate the Bank for the losses in addition of actual losses plus 2% above banks prevailing Bank Rate of lending.
- f) For purpose of calculating penalty, uptime is calculated as under:
$$\text{Uptime (\%)} = \frac{[(\text{Sum of total hours during month} - \text{Sum of down time hours during month}) \times 100]}{\text{Sum of total hours during the month}}$$
- g) Switching services downtime attributable to vendor (scheduled downtimes during off peak hours permitted by Bank would be excluded) will be penalized Rs 1000/- per minute for first thirty minutes, thereafter 2000/- per minute. e.g: if switch remains down for 70 minutes (on more than one occasion), the penalty for the month would be Rs 30000 + Rs 80000 = Rs 110000/-.
- h) Delay in sharing of FIRC statement with Bank as well as terminal holders (To be received by 5th working day of the subsequent month for all merchants) will be penalized as Number of days delayed/100% of the management fee for that month.
- i) The Selected bidder shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment/ POS Terminal or any part thereof, as

calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

j) Non-compliance of Merchant for dispute fulfilment owing to lack of communication (e-mail/ SMS and telephonic) from Service Provider to merchant (Beyond TAT as applicable for each such dispute) Penalty would be actual transaction amount of the dispute and any other direct losses to Bank owing lapses in services.

k) Preventive maintenance: the Selected bidder shall conduct Preventive Maintenance {including but not limited to Merchant Training (wherever needed) inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment} once within first 15 days of the installation and thereafter once in a month during the currency of this RFP on a day and time to be suitable to the Merchant. The consolidated report counter signed by visited merchant should be submitted to Bank on regular basis (monthly).

l) Any future upgrade/ enhancement necessitated to meet any regulatory/ GOVT/ Stake holders/ Bank compliance shall be carried out by Bidder(s) within stipulated timeframe, at no extra cost to bank. Further, no visit/ service charges will be borne by the Bank for up gradation of the software/ hardware level for web crawling solution's functionality to meet regulatory/ govt. compliance.

Apart from the penalty clauses given herein above, in case a complaint regarding POS terminal remains unresolved or open for a period more than seven (7) days counted from the date of lodgment of compliant, then rental charges for that particular POS terminal will not be payable to the Bidder for full month. In such event, the Service provider if credited without deducting the rental charges for that month, the Bidder shall refund the amount forthwith to Bank on demand or Bank can deduct the same from the future payments payable to the Bidder.

20.6 PRICING & PAYMENTS:

- i. The Price offered to the Bank must be in Indian Rupees and exclusive of all taxes. The Bidder has to inform the rate of applicable taxes separately.
- ii. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
- iii. 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.
- iv. 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.
- v. Bank reserves the right to renegotiate the commercials with Bidder for downward revision as per prevailing market trend, at an interval of every two (2) years.

20.7 PAYMENT TERMS:

Payment terms shall be on monthly basis, based on invoices provided by the bidders to the Bank for the POS terminals deployed by the Bidder at Merchant location. Date of making POS terminals operational at Merchant location shall be considered for calculation of rent. Invoices submitted by the bidder must accompany terminal wise downtime report.

The Bidder must accept the payment terms proposed by the Bank. Any deviation from the

proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The payments will be released only through NEFT/ RGTS and the Selected Bidder has to provide necessary Bank Details like Account Number, Bank's Name with Branch, IFSC Code etc.

The payment will be released after deducting applicable taxes (TDS) etc., if any.

20.8 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:

- I. The successful bidder should submit a Security Deposit/ Performance Guarantee acceptable to the bank for **3% of TCO (Total Cost of ownership)** from the date of acceptance of the Order.
- II. If the Security Deposit/ Performance Guarantee is not submitted within the time stipulated above, penalty at ₹ 10.00 lac (Rupees Ten lac only) for each week of delay or part thereof & up to a maximum of 2 weeks will be deducted from the subsequent payments. In case of any delay over & above this period, Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of EMD and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.
- III. Performance Bank Guarantee obtained from any of the Scheduled Commercial Banks (Other than Central bank of India) acceptable to the Bank submitted or security deposit made should be valid for a period of 39 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 three months from the last date of validity. However, it should be as per the bank's format provided in RFP. The proceeds of the Bank Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- IV. 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.
- V. The security deposit/ bank guarantee will be returned to the bidder **within six (6) months** after completion of the contract period/ extended period of the contract with the consent of both the parties, whichever is later.
- VI. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed 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.

20.9 ORDER CANCELLATIONS:

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:

- A. Delay in delivery of solution beyond the specified period.
- B. Serious discrepancies noted in the solution delivered
- C. Breaches in the terms and conditions of the Order.

- D. Non satisfactory performance of bidder during the contract period.
- E. 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.
- F. 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.

20.10 SOFTWARE, DRIVERS AND MANUALS:

The bidder shall supply along with each item, all the related documents, manuals, catalogues, if any, without any cost to the Bank. The media and documents shall be in English.

20.11 TRAINING:

The Selected bidder shall provide the training to the bank's personnel as described below:

The Bidder shall provide extensive training, on its product, to users including branch officials, other offices officials/ staff etc. The training will have to be provided at Mumbai and all cost of trainers and training material in providing 3 training batches to Bank' officials shall be borne by the bidder.

The Bidder shall provide a detailed operations and maintenance manual for use of the staff including training the Bank's personnel. Bidder should submit detailed course content and provisional agenda along with the Bid. The course will be designed in such a capsule manner that duration will be of 1 -2 days.

20.12 Adherence to Terms and Conditions:

- i. The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP.
- ii. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.

20.13 Adherence To Standards:

- i. The bidder should adhere to approved standards in the process and delivered goods.
- ii. The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidders have rendered their services for execution of similar projects.

20.14 Single Point Of Contact:

The selected Bidder has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no., etc.

20.15 Authorized Signatory:

- i. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.
- ii. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to

discuss, sign RFPs/ contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

20.16 No Employer-Employee Relationship:

The Bidder or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/client companies or any of their employees/ officers/ staff/ personnel representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents. The employees engaged by the Bidder and its Sub-Contractors shall be construed to be the employees of the Bidder & Sub-contractors and they alone would comply with the statutory obligations and Labour Regulations/ Rules with regard to their respective employees.

20.17 Vicarious Liability:

The Bidder shall be the principal employer of the employees, agents, contractors, Subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.

20.18 Cancellation of Contract and Compensation:

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would serve a notice of **30 (Thirty only) days** to rectify any breach/ unsatisfactory progress:

- a) The selected Bidder commits a breach of any of the terms and conditions of the bid/ contract.
- b) The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- d) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- e) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

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

carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

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

20.19 INTELLECTUAL PROPERTY RIGHTS:

i. Bidder warrants that the inputs provided shall not infringe upon any 3rd party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

ii. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

20.20 Roles & Responsibility of Bidder during Project Implementation:

- i. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- ii. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- iii. In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- iv. The cost of migration existing as well as new entities which will be amalgamated in currently or in future, if any from the existing service provider to the new service provider will be borne entirely by the newly selected bidders.

20.21 INDEMNITY:

The bidder shall indemnify, protect and save Bank and hold it harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the bidder, (iii) use of the deliverables and or services provided by the bidder, (iv)

infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The bidder shall further indemnify Bank against any loss or damage to Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the bidder's employees or representatives. The bidder shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) Bank notifies the bidder in writing immediately on becoming aware of such claim, (ii) the bidder has sole control of defense and all related settlement negotiations, (iii) Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) Bank does not make any statement or comments or representations about the claim without prior written consent of the bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Bank's (and/ or its customers, users and bidders) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of the bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The bidder should take full responsibility for itself and its employee's actions. Further, since Bank's data could be integrated/ used under the bidder provided software and since the bidder would be managing the Near Site, the bidder should be responsible for loss/ compromise or damage to Bank's data.

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/ for 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 defense and all related settlement negotiations.

The bidder including its sub-contractor 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 including its sub-contractor/s 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.

The bidder shall indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising due to:

- ☐ Non-compliance of the bidder with laws/ Governmental requirements
- ☐ IP infringement
- ☐ Negligence and misconduct of the bidder, its employees, and agents
- ☐ Breach of any terms of RFP, representation or warranty
- ☐ Act or omission in performance of service
- ☐ Loss of data
- ☐ Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers, users, and service provider of the bank and/ or regulatory authorities.

The bidder shall indemnify Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where Bank does not opt for retention of GST component on supplies. Bidder 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.

The 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.

20.22 INSPECTION/ AUDIT OF RECORDS:

- i. Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including Hardware, Software provided to the Bank under the RFP.
- ii. CBoI may, at its discretion after giving 7 working days prior intimation, audit at its own cost the services provided for last two years under this RFP by Service Provider by its external/ internal auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on Service Provider in conjunction with the services performed for CBoI.
- iii. Service Provider recognizes right of the Reserve Bank of India to conduct an inspection of Service Provider premises, sites or infrastructure, its books and accounts pertaining to the services rendered under this RFP to satisfy any Legal Requirements imposed by the Reserve Bank of India officers or CBoI's internal and external auditors.
- iv. CBOI reserves the right to call for any relevant material information/ report pertaining to services rendered under this RFP at its own cost. Compliance of the observations made by the inspecting officials shall be adhered to by Service Provider.

20.23 ASSIGNMENT:

- i. The Bidders shall not assign to any one, in whole or in part, its obligations to perform under the RFP/ contract, except with the Bank's prior written consent.
- ii. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.

20.24 PUBLICITY:

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

20.25 GUARANTEES:

The bidder should guarantee that the software/ solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

21. GENERAL CONTRACT/ RFP CONDITIONS:

- i. Neither Bank nor Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- ii. No forbearance, indulgence, relaxation or inaction by any Party [Bank or Bidder] at any time to require the performance of any provision of RFP shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of RFP.
- iii. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of RFP shall be construed as a waiver of any right under or arising out of RFP or an acquiescence to or recognition of any right and/ or any position other than that expressly stipulated in the RFP.
- iv. All remedies of either Bank or Bidder under the RFP whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- v. If any provision of RFP or the application thereof to any person or Party [Bank/ Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this RFP shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the RFP shall be valid and binding as though such provision had not been included.
- vi. None of the provisions of RFP shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- vii. RFP shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.
- viii. RFP shall be executed in English language in two original, out of which one will be retained by the Bank and other by the successful bidder.

22. NEGLIGENCE:

If the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

23 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.

24 BLACK-LISTING OF THE BIDDER:

The Bank may black-list a Bidder through IBA for participating in any such Bid/ Tender/ RFP process including CBOI for a further period of 5 years, under the following circumstances:

- a. An effort/ attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/ or blacklisting the Bidder.
- b. If the Bidder engage in corrupt or fraudulent practices in competing for the contract in question.
- c. Withdrawal/ Back-out by the successful Bidder from the commitments as per the timelines specified in the RFP document.
- d. If the Bidder indulges in any such practice or activity thereby jeopardizing the Bank's interest.

The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.

25 RESOLUTION OF DISPUTES:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract/ RFP executed by the successful bidder or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the RFP) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall

be at the sole discretion of the Bank at Mumbai, INDIA. The arbitrator shall be the one of the existing working General Manager/ Retired General Manager of Central bank of India.

26 JURISDICTION OF THE COURT:

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court. This RFP/ contract RFP shall be governed by the laws of India.

27 EXIT CLAUSE

- The contract period shall commence from the effective Date and shall continue for a period of **five years (60 months)** until completion of Services to be performed under this RFP or unless terminated as set forth herein.
- On expiry of or completion of its terms, the Bank may, at its own discretion, consider for extension of the contract on existing terms & conditions and pricing for **two terms of one year each** based on the satisfactory performance of the bidder.

28 RIGHTS OF BANK:

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

- i. Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract.
- ii. Failure to set up the infrastructure as per the terms of this RFP and commence business as envisaged in this RFP within a reasonable time beyond the timeline specified in this RFP. The decision regarding reasonable time shall be that of the Bank.
- iii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Bidder and other possible recourse without prejudice to the Bank thereof.
- iv. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favourable terms in case such terms are offered in the industry at that time.
- v. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to the Bank at the site.
- vi. The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this RFP. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services.
- vii. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its designated agency. The reverse transition mechanism should be completed within a period of 6 months and against the proper sign off by the bidder and the Bank or its designated agency post the completion of the 90-day notice period to facilitate an orderly transfer of services to the Bank or to an alternative agency nominated by the Bank.
- viii. **The reverse transition services to be provided by the bidder shall include the following:**

- a. The bidder shall suitably and adequately train the Bank's staff members or its designated team for fully and effectively manning, operating and maintaining the data centre. Bidder shall provide adequate documentation thereof.
- b. Considering the enormity of the transition assignment, the Bidder should provide all assistance and services required for fully and effectively transitioning the services under the scope of RFP.
- c. The bidder shall jointly manage the data centre with the bank or designated team for a reasonable period of time.
- d. The bidder shall assist the bank in relocation of disaster recovery site facility, if desired by the bank.

29 WARRANTIES:

- i. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
- ii. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information
- iii. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- iv. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- v. The existing Bidder would transfer all knowledge, know-how and other things necessary for the Bank or authorized agency to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons what so ever be for cancellation or exit of the parties.
- vi. 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.
- vii. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- viii. The Bidder agrees that in the event of cancellation or exit or expiry of the contract, it would extend all necessary support to the Bank or to its selected agency/ entity as would be required in the events of the shifting of the site and/ or selection of a new bidder by the Bank in future, etc. and that the Bidder shall run acquiring system uninterruptedly on the same terms & conditions till the completion of migration.
- ix. In the pursuance of clause (i), Bidder/s to handover all the copies and/ or materials including all the originals whether in tangible and/or intangible form to CBOI, including but not limited to:
 1. Information, data, computer data and its structure related to CBOI and/ or its customers.
 2. All or any deliverables as covered under the scope of work.

30. RIGHT TO ALTER SCOPE:

In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the Scope of Work.

31. SUBCONTRACTING:

As per scope of the RFP, subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full; then the Bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP.

CBoI shall deal with Bidder only and any third-party contract made by it and terms & conditions associated there with will not be binding on CBoI. The Bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor of civil and criminal nature.

Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

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

ANNEXURE-1

Check Points to ensure accuracy of the same before submission of the bid

Annexure (To be submitted with Part A – Conformity to eligible criteria and Technical Proposal)		
	Annexure Name	Submitted (Yes/No)
1	Eligibility Criteria Declaration (Annexure-2)	
2	Bid covering Letter Format (Annexure-3)	
3	Authorization Letter Format (Annexure-4)	
4	Applicant's Profile (Annexure-5)	
5	Technical Bid Covering Letter Format (Annexure-6)	
6	Track Record and Merchant Acquiring Business through POS (Annexure-7)	
7	Proposed Team Profile (Annexure-8)	
8	Technical Specifications for Merchant Acquiring Business through POS (Annexure-9)	
9	Compliance Statement (Annexure-11)	
10	Undertaking Letter Format (Annexure-12)	
11	Undertaking Letter Format for NCMC Compliance (Annexure-12 A)	
12	Escalation Matrix (Annexure-13)	
13	Covering Letter Format for Commercial Bid (Annexure-14)	
14	Commercial Bid/ Bill of Material (Annexure-15)	

Date : _____.

Place : _____.

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

ANNEXURE-1: Other Clauses

S.N	ANNEXURE-1: Other Clauses	Bidder Response (Yes/No)	Page No.at which details are enclosed
1	Whether EMD/ Bank guarantee Submitted in the Part A-Conformity to Eligibility Criteria?		
2	Whether the Bid is authenticated by authorized person? (Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria).		
3	Whether all pages are authenticated with signature and Seal? (Full signature to be affixed and not initials). Erasures/ Overwriting /Cutting /Corrections authenticated Certification/ Undertaking is authenticated?		
4	Whether address of Office on which order has to be placed is indicated in ANNEXURE-5		
5	Whether ensured Indexing of all Document Submitted with page numbers?		
6	Ownership letter by the bidder (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)		

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE-2

Eligibility Criteria Declaration

Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: Our Bid for “End-to End Solution” for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model (Opex) as well as for Capex Model with monthly charges for back-end services.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria:

S. No	Eligibility Criteria	Bidders Response (Yes/No)	Name of Document furnished by Bidder
1	The Bidder should have been in Merchant Acquiring Business (i.e. PoS, QR, IPG, Aadhaar etc.) in India for at least two years as on date of RFP.		
2	The Bidder should have experience of providing end to end solution for Merchant Acquiring through POS to at least one Nationalised Bank/ Scheduled Commercial Bank (other than Co-operative Bank) for more than 2 years in India & should be maintaining at least 15000 physical PoS terminals.		
3	Client references and contact details (email/ landline/ mobile) of customers for whom the bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past.		
4	Bidder shall have a minimum annual Turnover (i.e. billing to the companies for which they have been working) of ₹10.00 Crore (Rupees Ten Crore only) & above during each of the last three financial years viz. 2021-22, 2022-23 and 2023-24.		
5	Bidder shall have Positive Net Worth of minimum ₹ 10.00 Crore (Rupees Ten Crore only) and shall have earned net Profit in any one of previous three Financial years		

6	No Bidder solely or jointly shall submit more than one Bid for the same Project.		
7	The Bidder should not have been blacklisted by any PSU Bank during the last 3 years.		
8	<p>The bidder should own necessary technology infrastructure & should have capability to provide end-to-end solution for acquiring business through POS which includes following areas:-</p> <ul style="list-style-type: none"> • Robust scalable, user friendly and secured front end application (Merchant on-boarding, Terminal setup, Key injection, Terminal deployment, generation of QR code, AEPS(Optional) and development of related apps, Merchant training, terminal repair, transaction processing and authorization, Risk assessment, fraud monitoring, helpdesk, online portal for merchants with viewing rights for their transactions etc.) • Back end systems covering Merchant settlement, reconciliation, schemes, compliances, charge backs, presentments, re-presentments, arbitrations, merchant billing, scheme fee management, merchant reporting MIS etc. • Scalability and redundancy provisioning • Security • Risk Management and fraud monitoring capabilities. • Resolution of merchant complaints • Marketing of POS terminals on behalf of bank. • Dashboard for Real Time Online monitoring of PoS terminals, downloading of reports, Real Time Analysis facilitating the Bank & the merchants as well. • Android based App for merchants facilitating them for monitoring & managing their account. <p>The bidder should have the capacity for time to time updating as per requirement of the Bank/ regulators and if any activity to be outsourced, detail thereof should be given.</p>		

9	<p>The bidder should have its own acquiring Switch or Switching arrangements & all transactions should be routed directly to Bidder switch only. The IT infrastructure/ system should preferably be a three (3) tier structure viz. DC, DRS & Near to Zero Data Loss within India but must have two (DC and DR), duly certified for credit & debit card acquiring business by VISA/ MasterCard/ RuPay/ JCB- CUI/ Amex/ Diners and also the bidder should be a registered third party processor/ member service provider (TPP/ MSP) for VISA/ Master Card and RuPay with requisite experience stated at clause no.8. However, the Bidder should have DC & DRS setup mandatorily of same capacity and infrastructure. Further, the bidder should have requisite valid license.</p> <p>The Bidder should have both Primary Data Centre and the DR Centre at different locations, fully audited and compliant to VISA/ Master Card/ RuPay/ NPCI guidelines.</p> <p>The bidder should have set-up in India for operations of Merchant Acquiring transactions and should have managed Base-II processing for at least one Nationalized Bank/ Scheduled Commercial Bank (other than Co-operative Bank).</p>		
10	<p>The Bidder should have the capability to provide the facility of on-boarding merchants through QR Code, Aadhar enabled payment system etc. Also Bidder should have capabilities to on- board merchants on Aggregator model in case of bank's requirement.</p>		
11	<p>Bidder should have the capability to provide the following value-added services on POS:-</p> <ol style="list-style-type: none"> 1. DCC 2. Cash@PoS 3. NFC Capability 4. QR on POS 5. NCMC Card Acceptance 6. Billing Integration Capability 7. Multi-Currency Conversion 8. Remittance 9. Rewards 10.EMI 11.Capability to integrate with bank's system. 12.Fuel dealers' SAP system integration 		

12	<p>13. Bidder should have the capabilities of NCMC</p> <p>14. Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/ solution as per RuPay specification and GOI guidelines.</p> <p>15. Bidder should also showcase the capabilities for MMTS (Multi Model Transit system) so that the capabilities can be used as and when bank requires the same in future. (certification or self- declaration)</p> <p>Terminals provided by bidder should have the capabilities to accept NCMC card (national common mobility cards), MasterCard Pay pass, Visa Pay wave, RupayqSparc with certified L2 kernel.</p>		
13	The bidder should host the solution in a PCI- DSS compliant data center as on date and should provide the details of such certifications as on date of bid submission.		
14	The bidder should be preferably Original Manufacturer (OEM). If not, then the bidder should be authorized representative of OEM or should have tied up arrangement with a manufacturer of POS machines. The tie up arrangement must be at least prior to the date of submission of bid.		
15	Merchant Management Software for POS and Software Processing platform in house and the infrastructure should be in use for/ by at least one PSU/ Scheduled Commercial Bank (other than Cooperative Bank) in India for managing/ driving POS.		
16	The Bidder should have its EAS/ MIP/ NFS connectivity in its DC & DR Centre to provide the necessary connectivity to the Bank for routing VISA/ MasterCard/ RuPay transactions respectively.		
17	<p>Bidder should have experience of "Fraud and Risk" Management for POS/ Bharat QR Code/ AEPS(Optional) Acquiring Business with at least one Nationalized Bank/ Scheduled commercial Bank (other than Cooperative Bank). The following capabilities needs to be available as part of Risk and Fraud Management.</p> <p>1.) Transaction monitoring in Real time/ Near Real time through an automated rule engine.</p> <p>2.) Alert Management System with 24x7 presence.</p> <p>3) Expertise in identification of changes in market trends, merchant behaviour patterns.</p> <p>4) Capability to hold the merchant payments in case</p>		

	of suspicion. 5) Expertise in creation of rules and implementing the same with minimum 'False Positive Ratios'.		
18	Ability for migration of merchants from existing system (Switch) to a new system (Switch) within a span of 6 months from the date of instructions from Bank at no extra cost to Bank.		
19	Bidder should have necessary infrastructure to connect with aggregators like Pine labs, Innovate etc.		
20	There should not have been breaches in the past from POS related Infrastructure/ Systems managed by the bidder.		
21	Bidder's infrastructure should be compliant to all Regulatory requirements of DFS/ RBI/ MoF/ RuPay/ MEITY/ NFS/ Card Schemes, Regulations/ NPCI, etc.		
22	Brief Declaration of Past/ present litigations, disputes, etc. if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		
23	The bidder should agree to the terms and conditions of Service Level Agreement as per RFP should they become L1 or any other Bidder matching with L1 at the discretion of the Bank. (Bidder to specifically confirm on their letter head in this regard).		
24	Bidder should have capability to provide special treatment on the basis of MDRs on certain categories of cards or Merchants like CSD Defence Canteens/ government establishments/ Railways/ OMCs etc. on instructions from Bank.		
25	Bidder should have capability to update/ modify/ develop the solution as per prevailing market trends and/ or requirements of the Bank/ Regulators/ Stakeholders/ GOI.		
26	Bidder should have capability to support and run existing and new Grain projects where in PoS application need to be developed as per Govt./ Food Agencies for Rabi and Kharif Crops.		
27	Project Management Methodologies: Bidder should have capability to deploy terminals / render services PAN India especially in rural (tier 3 and below) and remote areas including island states, Union territories, North East (NE) states & smart cities. Bidder or its sub-contractor (Preferably Fin Tech Companies from North East) must have good presence in North East area in terms of deployment of digital		

	banking products to comply with the GOI guidelines. (Profile of project team/ previous assignments of similar nature/ detailed project plan to be submitted).		
28	Deployment methodologies (Document on deployment framework, tools, templates & utilities to be provided. Also, the Bidder to give an Undertaking that in case of requirement, it has desired capability & preparedness).		
29	<p>The bidder is required to place 1 (one) Relationship/ Project Manager and 1 (one) Technical Manager at Bank's Corporate Office, Mumbai, as per requirement of the Bank, without any extra cost to the Bank. They should have relevant qualifications & experience of handling large projects, preferably related to merchant acquiring business. Further, The Bidder is required to set up service centers (with proper physical set-up, contact details with complete address, list of personnel deployed as to look after pre-onboard services as well to look after sales service, and attend the complaints of the merchants) at stations where CBoI is having Zonal offices, without any extra cost to the Bank. (List of present Regional offices numbering 90 will be provided by the Bank.</p> <p>The Bidder is required to place 1 (one) Relationship Manager at each Zonal Office & 1 (one) at North-East region (Guwahati Zone) and any new Zonal Office established in future, at no extra cost to the Bank.</p> <p>List of present Zonal offices numbering 13 is as below: 1. Ahmedabad 2. Bhopal 3. Chandigarh 4. Chennai 5. Delhi 6. Kolkata 7. Lucknow 8. Patna 9. Mumbai 10. Raipur 11. Guwahati 12. Pune 13. Hyderabad</p> <p>In addition to this, the bidder is required to set up service centers at those locations where number of Terminals installed is more than 300 & at North-East region, preferably at Guwahati.</p> <p>If there is an addition of Regional Office/ Zonal Office by the Bank in future, the Bidder has to set up Service Centre/ depute Relationship Manager there also, at no extra cost to Bank.</p> <p>The Bidder is required to depute their Project Manager at our Central Office, Mumbai as per Bank requirement, at no extra cost to the Bank.</p> <p>Bidder should have dedicated Call center, preferably at Mumbai.</p>		

30	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority (Certified copy of the registration certificate to be provided)		
31	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		
32	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 Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises)		

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

Annexure 2A: Self – Declaration Proforma

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Self – Declaration of Eligibility Criteria (wherever applicable)

On behalf of M/s _____ (bidder's company name), we do hereby declare that information furnished in point no _____, _____, _____ & _____ of Eligibility Criteria in RFP for _____ dated _____ is true and correct.

It is also noted that, if there are any inconsistencies in the information furnished below, the bid is liable for rejection.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE-3

Bid Covering letter format

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Our Bid for “End-to End Solution” for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental (Opex Model) as well as for CAPEX Model with monthly charges for back-end services

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer solution for Setup, Manage and Operate Merchant Acquiring Business through POS on Monthly Rental (Opex Model) as well as Capex Model with Monthly charges for Back-end Services in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We accept all the Instructions, Terms & Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive, without assigning any reason whatsoever.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

Annexure – 4

Authorization letter format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder)

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model (OPEX) as well as for CAPEX Model with monthly Charges for back-end services

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

ANNEXURE-5

Applicant's Profile

S. No	Particulars	Details
1	Name of the Supplier/ Firm/ Company	
2	Constitution	
3	Date of establishment/ Incorporation	
4	Address of the Registered Office/ Corporate Office	
5	Telephone No. E-mail address Website	
6	Gross Annual Turnover of the Bidder (on basis of Audited Balance Sheets) FY 2021-22 FY 2022-23 FY 2023-24	
7	Annual Net Worth of the Bidder (on basis of Audited Balance Sheets) FY 2021-22 FY 2022-23 FY 2023-24 Net Profit of the Bidder (on basis of Audited Balance Sheets) FY 2021-22 FY 2022-23 FY 2023-24	

8	<p>Service Net Work (Number of Service Centers in)</p> <p>North India South India East India West India Central India</p> <p>Our PAN number for Income Tax is ServiceTax Registration Number is</p> <p>Our Bank Details Name and type of Bank Account Name of the Bank and Branch address</p> <p>Account Number</p> <p>RTGS / NEFT Code</p>	
9	Details of Description of business and business back group Service Profile & Client Profile Domestic & International Presence	
10	Brief Description of other facilities available with the Bidder (related to Set up, Manage and Operate Merchant Acquiring Business through POS on Monthly Rental Model)	
11	Details of the similar assignments on hand as on date. (Name of the Bank, stage of project etc., Documentary Proof such as work order to be furnished)	
12	Experience of assignments in Merchant Acquiring Business through POS	
13	<p>Name of the team leader identified for this assignment and their professional qualifications and experience/ expertise</p> <p>Details of similar assignments handled by the said Team leader. Documentary proofs for all the assertions are to be enclosed</p>	
14	Names of the other team members identified for this assignment and their professional qualifications and experience/ expertise	
15	Details of the bidder's proposed methodology/ approach with reference to the scope of work	
16	Details of deliverables, other than the deliverables with reference to the scope of work	

Date : _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

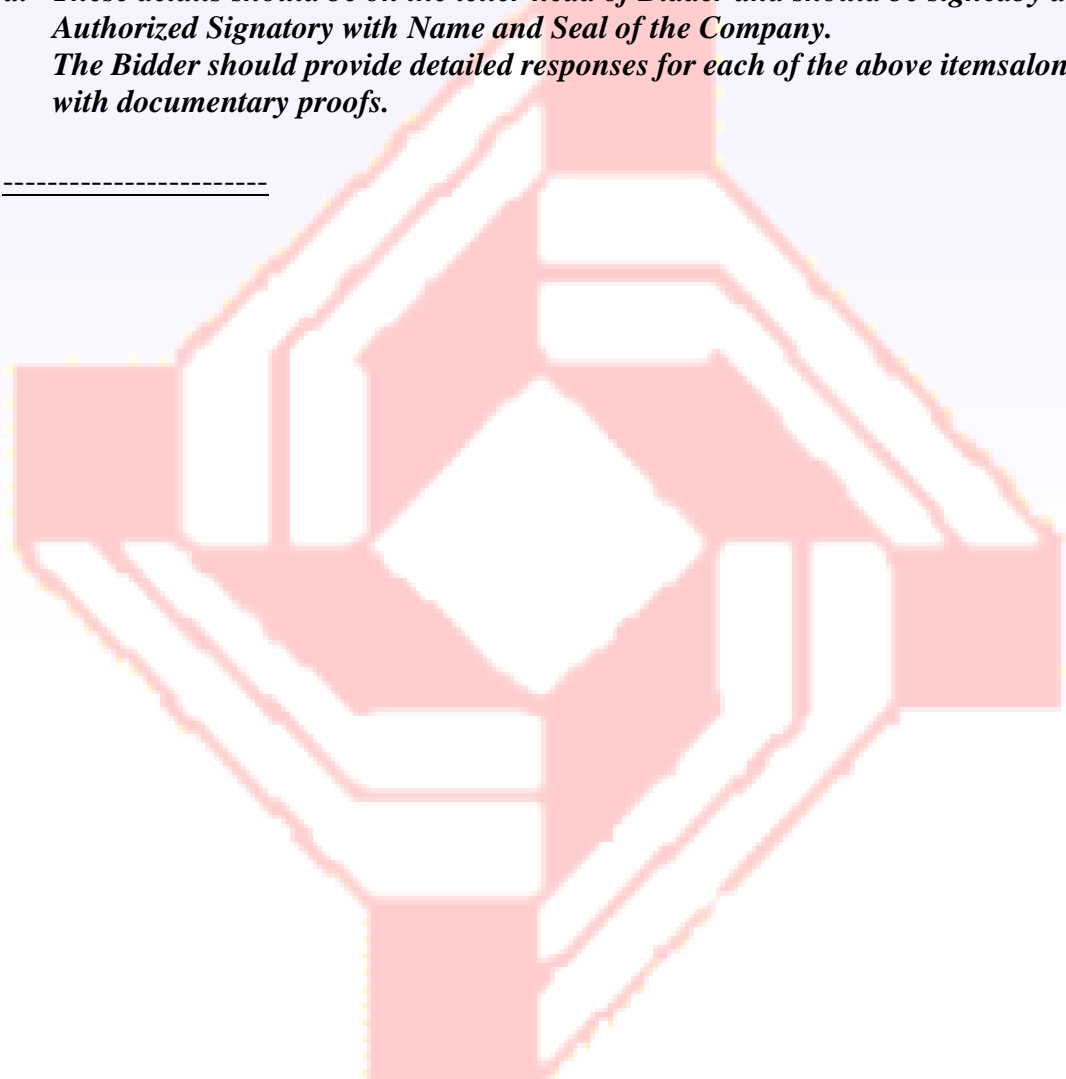
Designation:

Seal of Company:

Note:

- These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company.*
- The Bidder should provide detailed responses for each of the above items along with documentary proofs.*

Place : _____



ANNEXURE-6

Eligibility and Technical Bid Covering letter Format

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental (Opex Model) as well as for Capex Model with monthly Charges for back-end services

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification:

S. No	Particulars	Details
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of description of business and business background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative Deliverables	
5	Details of similar assignments executed by the bidder during the last two years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	

6	<p>List of major clients in last 2 years and details as given below:</p> <p>1. Name and complete postal Address of the client</p> <p>2. Name, designation, Telephone, e- mails and address of the contact person (client)</p> <p>3. Nature & Description of the work ordered by the client during last 2 years.</p> <p>4. Whether reference letter enclosed.</p>	
7	Details of inputs/ requirements required by the bidder to execute this assignment.	
8	Conformity to the obtaining of various certificates/ bench mark testing standards for the items quoted to meet the intent of the RFP.	
9	Conformity regarding back to back arrangements with third party Software for providing continuous and un- interrupted support to meet SLA obligations as per RFP Terms.	

Declarations:

- We confirm that we will abide by all the terms and conditions contained in the RFP.
- We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE-7

TRACK RECORD AND MERCHANT ACQUIRING BUSINESS THROUGH POS ON MONTHLY RENTAL MODEL

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model (OPEX) as well as for CAPEX Model with monthly charges for back-end services

Details of track record on merchant acquiring business through POS:

S.No	Name of the Client	Name, Designation, Tel of the Contact person (Client)	Address of the Contact person	Description of services rendered in last 2 years

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

ANNEXURE-8

PROPOSED TEAM PROFILE

Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023

Sir,

Sub: Our Bid for “End-to End Solution” for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model (OPEX) as well as for CAPEX Model with Monthly charges for back-end services

S. No	Item	Details
1	Name of the Team Leader	
2	Contact Details of the Team Leader	
3	Overall Program/Management Team	
4	Operations Team	
5	Size of the Team	
6	Average Age of the Team	
7	Average Duration of Association with the Bidder	
8	Average Industry Experience	
9	Detailed employee Retention Policies	

(The Bidder to provide detailed responses for each of the above items along with proofs)

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE: 9

TECHNICAL & FUNCTIONAL SPECIFICATIONS

1. TECHNICAL SPECIFICATIONS:

(Bidders to provide response on following Business requirements in “Yes” or “No”)

Condition	Description	Nature	Compliance (Yes/No)
EMV Certification	The terminal is EMV compliant (minimum standard is EMV 4.3 for L1, L2 and L3).	Mandatory	
PCI Approval	The terminal meets the latest PCI mandates for PCIDSS, PADSS, PCI- PADSS, PCIPTS and PCI PED e.g. PCI 3.x and above.	Mandatory	
Regulatory Mandates	Regulatory Mandates — The terminal meets all the regulatory requirements like PIN prompting, DUKPT/ UKPT, TLE, Key Block etc.	Mandatory	
DES Encryption	Minimum 3 DES Encryption supported	Mandatory	
Data Encryption	1. The bidder should be able to provide end-to-end data encryption at all layers including data at rest and data in motion. 2. Critical information should be masked and not be shared in plain text format.	Mandatory	
Display	LCD Panel for Amount Verification and PIN Entry	Mandatory	
Contactless Cards Certification	VCPS Pay wave 2.1.3 or later or the equivalent contactless Kernel 3. Pay Pass version 3.0 or later any future requirements by Card schemes. RupayqSparc is important to ensure terminals can be used for accepting NCMC card (national common mobility cards). Bidder should have the capabilities of NCMC Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/ solution as per RUPAY specification and GOI guidelines. Further, Bidder should also showcase the capabilities for MMTS (Multi Model Transit system) so that the capabilities can be used as and when bank requires the same in future.	Mandatory	

1. Technical Functionality Requirements:

Business Condition	Definition	Nature	Compliance (Yes/No)
Switch	Own acquiring Switch or Switching arrangement	Mandatory	
Chip transactions	Transactions performed using chip cards.	Mandatory	
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	Non-Mandatory	
Keyed transactions	Transactions performed using card numbers entered manually.	Mandatory	
Tap and Pay (NFC)	Transaction performed through Contactless cards	Mandatory	
Scan and Pay	Transaction performed through scan and Pay	Mandatory	
Online Authorization	Transaction used to authorize whether a card is valid or not and sufficient balance is available for payment.	Mandatory	
Purchase(Sale)	Transaction used to authorize a card and amount	Mandatory	
Refund	This transaction is used to credit the money to cardholder account from merchant account	Mandatory	
Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch	Mandatory	
Cash back/ Cash @POS	This transaction allows cardholder to get cash from merchant.	Mandatory	
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	Mandatory	
Tip handling	This is mostly used in restaurant merchants to give TIP to Restaurant employees.	Mandatory	
Edit Password	Change password option.	Mandatory	
Edit Terminal ID	Password protected	Mandatory	
Edit Date	To change terminal's date/time manually.	Mandatory	
Software Download Through RTM	Software is downloaded through Remote Terminal Management	Mandatory	
Multi-Application	Ability to run multiple applications like Payments, loyalty, Gift card etc. Without affecting other application's data	Mandatory	

Multi Merchant	Ability to support multiple OEMs in a same application. This is mostly used under EMI	Mandatory	
Retrieval of Charge slip	Solution should provide customers and merchants' facility to retrieve receipts/ charge slips at least for 1 year to retrieve ARN/ RRN.	Mandatory	
Remote Monitoring	Solution should be able to collect and remotely monitor various operational parameters like device charge, dip and swipe counts.	Mandatory	
Capability to provide Terminal Application Dash Boards Web-based Solution & Dynamic Currency Conversion (DCC)	<p>Capability of providing Terminal application to detect and report:</p> <p>a) Un-successful transactions on the terminal.</p> <p>b) Sending reversal of un-successful transactions Online instead of piggy backing.</p> <p>c) Closure of batch at the back-end at specific.</p> <p>d) Detecting low signal on the terminal and to provide pro-active advice to the merchant through SMS/ Over phone.</p> <p>e) Capability to provide analytics.</p> <p>f) Capability to handle suspect/ reject batches.</p> <p>g) Capability of providing Dash Board for inventory Management, Complaint Management, MIS, etc.</p> <p>h) Capability of providing DCC.</p> <p>i) Capability of acceptance of payments through QR and AEPS(Optional) platform on POS terminals</p> <p>j) Dash Board should provide reports in form of comparison matrices like pie chart, bar graph etc.</p>	Mandatory	

Note: Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Bidder's response as "No" in respect of Mandatory requirements will lead to Dis-qualification for Technical Evaluation. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

FUNCTIONAL SPECIFICATIONS (Mandatory & Non-Mandatory)

Available fully as part of solution	F
Will be provided as Customization	C
Will be provided as Third party Solution	T
Not Feasible	N

Technical Evaluation Matrix is also to be submitted

Note 1	Application need to give one of the above values in column F/ C/ T/ N in the following table as regard to compliance.
Note 2	Applicant to give supporting technical documents/ presentations etc. in support of the undernoted each of the Technical/ Functional/ requirement of the solution
Note 3	F/C/T/N: Any wrong reporting in the column F/C/T/N which subsequently found to be false shall render the applicant liable to be blacklisted for future participation in the RFPs/ Tenders of the Bank and forfeiture of EMD.
Note 4	Applicant to invariably mention the page number of RFP against each of the Technical/ Functional Specification with supporting document/presentation etc. failing which, it will be at the discretion of the Bank to treat the same as not feasible.
Note 5	Mandatory: means Requirement/ Functionality should either be available as part of the solution or be provided as Customization/ Third Party Solution. In respect of Mandatory requirements, response can only be given in F/C/T.

S. N.	Required Functionalities/features	Nature	F/ C/ T/ N	Page No. Of RFP Submitted
1	Availability of duly certified switch from all Concerned.	Mandatory		
2	Capability and infrastructure for key injections in a secured environment	Mandatory		
3	Capability to process transactions by VISA, MASTER Card, Rupay Cards, QR(Static and Dynamic), CBoI UPI, AEPS(Optional).	Mandatory		
4	Capability to process AMEX transaction (any Bank as Acquirer and not AMEX proprietary model)	Mandatory		
5	Capability to accept loyalty, reward cards like Diners etc.	Mandatory		
6	Availability of Technical Team for operation of switch	Mandatory		
7	MMS Module is available	Mandatory		

8	Whether necessary team for developments of newer modules of applications is available	Mandatory		
9	Necessary infrastructure for staging of transactions as per timelines with cards schemes is available	Mandatory		
10	Dedicated team for monitoring transactions and taking actions on such alerts from the risk angle is available	Mandatory		
11	Necessary infrastructure and expertise for deploying all variants of POS Terminals (including soft pos for android & IOS)/ HHT and acceptance of payment applications like QR, UPI, AEPS(Optional) etc. tags and similar solutions	Mandatory		
12	Whether physical isolation of Bank's data is available? if No, please explain in brief how do you ensure security and integrity of Bank's data	Mandatory		
13	Whether privileges and access control is available to various users depending upon their roles and requirements	Mandatory		
14	Requests from Bank for new installations, modifications to existing ones can be offline as well as online	Mandatory		
15	Whether dedicated helpdesk is available. Modes of receipt of complaints could be through toll free number, SMS, E-Mails etc.	Mandatory		
16	Availability of DCC and Multi currency capabilities acceptance	Mandatory		
17	Capability to provide EMI facility	Mandatory		
18	Availability of team for chargeback and related issues in Metro, Rural, Urban, Semi-Urban & Remote areas.	Mandatory		
19	Whether DC & DRS Setup is available	Mandatory		
20	Readiness to provide special treatment to (in terms of MDRs on certain categories of card Merchants, revenue sharing, surcharge etc.) on instructions from Bank for certain categories of customers like CSD (Defence canteens) / Police canteens/ government establishments/ tie up with various companies/ Railways. There can be models wherein revenue is shared with the terminal holders for certain categories of Merchants.	Mandatory		
21	Capability of providing Cash @POS depending upon the category of the location (please refer RBI instructions in this regards wherein limits have been assigned depending upon the tier classification of the location).	Mandatory		
22	Capability of acceptance of payments through Aadhar enablement and Biometrics.	Mandatory		
23	Capability to provide web-based solution	Mandatory		

	i.e. Merchant Management System (MMS) for complaint lodging, MIS, transaction history for Bank resources as well merchant users.			
24	Capability to migrate merchants from one Bidder to your system and vice versa.	Mandatory		
25	Necessary capability and infrastructure is available for generating and sharing MIS, providing Dash Board & Data Analytics with Bank as well as terminal holders/ Merchants.	Mandatory		
26	Capability to customize MIS of selected merchants as per Bank's requirement.	Mandatory		
27	Availability of necessary infrastructure to route On-Us transactions to Bank's own switch and capability to customize the switch for On-Us routing.	Mandatory		
28	Availability of centers PAN India staffed by the Bidder to support the Merchant Acquiring activities.	Non-Mandatory		
29	Ability to interact and connect with other aggregators like Pine labs, Innovate, Ezetap etc.	Mandatory		
30	Availability of remote terminal Management tool/ application and its usage.	Mandatory		
31	Sharing of FIRC certificates, input files for processing by GST tax engines which facilitates GST invoices, input files for recon solutions, other regulatory or Bank's requirement which may be required in future etc., at frequencies (frequency will differ for each activity) as decided by Bank. The above list is illustrative not exhaustive.	Mandatory		
32	Bidder to have capability to furnish the Uptime & daily system monitoring Report to the Bank on daily basis and same should be incorporated in the Dash Board also.	Mandatory		

Note: Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Yours faithfully,

Date:-----

Place:-----

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

Annexure – 10

Technical Parameters and their Respective Weightage for technical evaluation

- Bidder need to respond to each parameter and sub parameters explicitly.
- In case of implicit or vague answers and in the absence of supporting information, certificate / declaration sought, marks will not be provided.

S. No	Parameters and Scoring	Max Score	Marks obtained
1	Number of Banks Independently Serviced on the Bidders	7	
	Up to 3 - 4 Marks		
	More than 3 and Up to 5 - 6 Marks		
	More than 5 - 7 Marks		
2	Number of POS Acquiring Transaction Processed per annum	5	
	Up to 5 Crore -1 Marks		
	More than 5 Cr and up to 10 Crore - 3 Marks		
	More than 10 Crore -5 Marks		
3	Data center	7	
	Own Primary and DR Centre -7 Marks		
	Own Primary and Outsourced DR - 5 Marks		
	Outsourced Primary and DR site -2 Marks		
4	Availability of Fraud and Risk Management Tool	7	
	Available at its own -7 Marks		
	Available but outsourced - 4 Marks		
5	Existing Installed base of POS terminals, being managed by the Bidder	16	
	5G/4G/GPRS/Wi-Fi Terminals (with Charge Slips Printing)	10	
	Up to 10000 terminals -1 Marks		
	More than 10000 and upto 15000 -2 Marks		
	More than 15000 terminals -3 Marks		
	Lighter version of 5G/4G/GPRS/Wi-Fi (without Charge Slips Printing)	6	
	Up to 4000 terminals - 2 Marks		
	More than 4000 and up to 8000 - 4 Marks		
	More than 8000 terminals - 6 Marks		
6	Field Service Centers (Presently available)	8	
	Field Service Centers at > 90 required locations -8 Marks		
	Field Service Centers at < 90 but up to 60 required locations- 5 Marks		
	Field Service Centers at < 60 but up to 25 required locations-3 Marks		
	Field Service Centers in NE Region, preferably at Guwahati - 2 Marks		
7	Value Added Services at PoS terminals	18	

(i)	NCMC type -2 acquiring as per RUPAY specification	3	
	If solution is ready – 3 Marks		
	If developed after bidding - 2 Marks		
(ii)	PC PoS Integration – 2 Marks	2	
(iii)	QR Code - 3 Marks	3	
(iv)	Integration with Fuel dealers' SAP system	2	
(v)	NFC – 2 Marks	2	
(vi)	EMI – 2 Marks	2	
(vii)	DCC – 2 Marks	2	
(viii)	CASH@POS – 1 Marks	1	
(ix)	Remittance & Rewards – 1 Marks	1	
8	Customer Relationship and Complaint Management	6	
	Call Centre (7AM to 11 PM)		
	Call Centre with > 10 employees & auto call log is Available- 6 Marks		
	Call Centre with <10 employees; auto call log is not available -3 Marks		
	Call Centre with <5 employees; auto call log is not available - 0 Marks		
9	Web based Solution including Dash Board for retrieval of charge slips, MIS to lodge complaints, inventory Management, Transaction history retrieval, Analytics Support etc	6	
	If Available -6 Marks		
	Not Available -0 Marks		
	TOTAL MAXIMUM SCORE	80	
10	Marks to be allotted by Technical Evaluation Committee for Presentation/ Demonstration/ Site Visit/ POC (i.e. Proof of Concept)/ Technical & Functional Specifications	20	
	OVERALL TOTAL MARKS for Technical Evaluation	100	

The Bidder has to submit relevant supporting documents for above information.

NOTE: Bidders who succeed to score at least 75 marks as mentioned above shall qualify in Technical Evaluation.



ANNEXURE-11

COMPLIANCE STATEMENT

DECLARATION

Compliance	Description	Compliance (Yes/No)	Remarks/ Deviations
Terms & Conditions	We hereby undertake that we comply with all the terms & conditions as given in the RFP to be eligible for bidding process and, we also agree to abide by all the terms & conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).		
Technical Specification	We certify that the systems/ services offered by us for tender confirms to the Scope & specifications of work stipulated by you with the following deviations		

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

Yours faithfully,

Date:-----

Place:-----

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

ANNEXURE-12

Undertaking Letter Format

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

We agree to the payment schedule as per “Payment Terms” of the RFP.

Date:-----

Place:-----

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE-12A

Undertaking Letter Format for NCMC Compliance and Readiness

We hereby undertake that we have necessary infrastructure and related technology involving switch, solution, online/offline clearing and settlement arrangement in respect of NCMC type -2 acquiring acceptance infrastructures certified by RUPAY level 2 and level 3.

We will also be providing any other services not included above for all parties participating in the National Common Mobility Card program.

S. N.	Requirements	Compliance/Remark
1	Technical Readiness like (switching, application etc.)	Yes/NO
2	L2 certification from RUPAY (Device certification for MMTS)	Yes/No
3	L3 certification from RUPAY (Application certification for MMTS)	Yes/No
4	Existing experience	Yes/No
5	Whether the service will be provided individually or with third party contract with any other service provider	Individual /Jointly

Yours faithfully,

Date:-----

Place:-----

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

ANNEXURE-13

ESCALATION MATRIX

Name of the Company:

Delivery Related Issues

Name	Designated	Full Office Address	Phone	Mobile	E-mail
	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)				

Service Related Issues

Name	Designated	Full Office Address	Phone	Mobile	E-mail
	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)				

Yours faithfully,

Date:-----

Place:-----

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

ANNEXURE-14

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder]

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model (OPEX) as well as for CAPEX Model with monthly charges for back-end services

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per ANNEXURE-15 of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule and the terms & conditions mentioned in the subject RFP.

Yours faithfully,

Date:-----

Place:-----

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company:

ANNEXURE-15

Bill of Material/Commercial Bid

(Only Commercial Bid to be included in Commercial Bid Envelope)

**Assistant General Manager
Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai- 400023**

Sir,

Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, installation, maintenance and management of POS terminals on Monthly Rental Model (OPEX) as well as for CAPEX Model with Monthly charges for Back-End Services.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for different items in conformity with the said Bidding documents as under:

Item-1

Type of terminal	Make/Model	Cost per unit	AMC per year from 2 nd year
Bank owned 5G/4G/GPRS/Wi-Fi terminals with Charge slip Printing (under Capex Model)- Estimated Quantity 1000 per year			

Item-2

Type of terminal	Make/Model	Monthly Rent per terminal(in INR)
5G/4G/GPRS/Wi-Fi terminals with Charge Slip Printing(under Opex Model) Estimated Quantity 8500 per year		

Item-3

Type of terminal	Make/Model	Monthly Rent per terminal(in INR)
5G/4G/GPRS/Wi-Fi Light version without Charge Slip Printing - Estimated Quantity		

500 per year (under Opex Model)

Note: Monthly Rental for Opex Model and Cost per Unit & AMC for Capex model quoted above and TCO quoted below should be exclusive of taxes, as applicable.

TCO CALCULATION TABLE:

Type of terminal	Cost per Unit (A*)	AMC per unit per year from 2 nd year (B*)	Monthly Rent/terminal (C*)	Calculations	Total Cost
Bank owned 5G/4G/GPRS/Wi-Fi terminals with Charge slip Printing (under Capex Model)- Estimated Quantity 1000 per year			NA	D1 = 1000 x A* x 5 D2 = 1000 x B* x 4 D3 = 1000 x B* x 4 D4 = 1000 x B* x 4 D5 = 1000 x B* x 4 D6 = 1000 x B* x 4	D = D1 + D2 + D3 + D4 + D5 + D6
5G/4G/GPRS/Wi-Fi terminals with Charge Slip Printing (under Opex Model) Estimated Quantity 8500 per year	NA	NA		E1 = 8500 x C* x 12 x 5 E2 = 8500 x C* x 12 x 5 E3 = 8500 x C* x 12 x 5 E4 = 8500 x C* x 12 x 5 E5 = 8500 x C* x 12 x 5	E = E1 + E2 + E3 + E4 + E5
5G/4G/GPRS/Wi-Fi Light version without Charge Slip Printing - Estimated Quantity 500 per year (under Opex)	NA	NA		F1 = 500 x C* x 12 x 5 F2 = 500 x C* x 12 x 5 F3 = 500 x C* x 12 x 5 F4 = 500 x C* x 12 x 5 F5 = 500 x C* x 12 x 5	F = F1 + F2 + F3 + F4 + F5
Man-days charges for 1000 days. (Please specify per man day cost in column A)		NA	NA	G = 1000 x A	G
Total Cost (TCO)					TCO = D + E + F + G

TCO Price in words: (INR)

The Bidder quoting the lowest TCO as per above will be L1.

Yours faithfully,

Date:-----

Place:-----

Signature of Authorized Signatory

RFP for Empanelment of Vendors for End-To-End "End-to-End Solution" For Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) As well as CAPEX Model with Monthly Charges for Back-end Services

Name of Signatory:

Designation:

Seal of Company:



APPENDIX –A

Instructions to be noted while preparing/submitting Part A(i)- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Indexing of the entire documents submitted with page numbers.
2. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD as per APPENDIX-E.
3. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the Bidder's company / firm in the name of the person signing the tender documents.
4. Documentary proof in support of the Eligibility Criteria as per Annexure-2
5. Bidder's Covering letter as per ANNEXURE-3
6. Profile of the Company/Firm as per ANNEXURE-5
7. Write up on the Work Experience / Expertise of Merchant Acquiring Business through POS
8. Track record of Merchant Acquiring Business through POS across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc.
9. The Bidders to furnish the details of their existing Offices / Branches/service centres supporting for Merchant Acquiring Business through POS.

APPENDIX-B

Instructions to be noted while submitting Part A (ii) –Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of the entire document submitted with page numbers.
2. Technical bid covering letter as per Annexure-6
3. Track Record as per Annexure-7
4. Proposed Team Profile as per Annexure-8
5. Compliance to Technical Specifications Functionalities as per Annexure-9
6. Compliance Statement as per Annexure-11
7. Undertaking Letter as per Annexure-12.
8. Escalation Matrix as per Annexure-13
9. Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
10. Undertaking letter by the bidder for providing technical Advisory, service Support and guidance during contract period.
11. The bidder should submit an undertaking letter that they will provide necessary software with latest version and any third-party licenses with latest version required for the implementation of the Solution.
12. Technical Documentation (Product Brochures, leaflets, manuals, drawings).
13. A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

APPENDIX C

Instruction to be noted while preparing/submitting Part B- Commercial Bid

The Commercial Bid should be made in an organized, structured, and neat manner. Brochures/ leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Bidder's Covering letter as per Annexure-14
2. Commercial Version of Commercial Bids as per Annexure-15



APPENDIX-D

FORMAT OF CONTRACT PERFORMANCE GUARANTEE

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

1. In consideration of **Central Bank of India**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai- 400 021 having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of BANK's purchase order / Letter of Intent bearing no. dated..... issued to the Vendor and an Agreement to be made between BANK and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹..... (Rupees Only) We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to Central Bank of India an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by CENTRAL BANK OF INDIA by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Central Bank of India stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹.....

3. We undertake to pay to Central Bank of India any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CENTRAL BANK OF INDIA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on

us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with Central Bank of India that CENTRAL BANK OF INDIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by CENTRAL BANK OF INDIA against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of CENTRAL BANK OF INDIA of any indulgence by CENTRAL BANK OF INDIA to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of CENTRAL BANK OF INDIA in writing.

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid up to(date of expiry of PBG)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 plus claim period= claim date).

8. Dated the day of, 2025

Yours' faithfully,

For and on behalf of _____ Bank

Authorized Official

Note:

1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.
3. The bank guarantee is required to be received by Central Bank of India directly from the issuing bank.

APPENDIX-E

Format for Bank Guarantee for Earnest Money Deposit

To

.....

.....

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of (hereinafter called the 'Beneficiary'; KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____

Having its Head Office at _____ amongst others a branch/ office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are: a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

I. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity; fails or refuses to execute the RFP, if required; or

II. Fails or refuses to furnish the performance security, in accordance with terms and of conditions of RFP/Contract. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

i. Our liability under this Bank Guarantee shall not exceed ₹..... (INR..... only)

ii. This Bank Guarantee is valid up to (date of expiry of BG) 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 as found under clause (ii) above plus claim period= claim date)

Dated.....day of _____ 2025

SIGNATURE & SEAL OF THE BANK

* MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.

APPENDIX G- 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 cartelization in the bidding process.

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

d. The Bidder(s)/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.

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 at

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)

**For & On behalf of the 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

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 Zonal Head 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 committee shall expeditiously examine the report; give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

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

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

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

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

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

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

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

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

10 Appeal against the Decision of the Competent Authority

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

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

11 Review of the Decision by the Competent Authority

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

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

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

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

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

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

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.	7 days
7.5	Period of Contract (from the Date of Award of Contract)	5 Years
7.6	Performance Security Amount	Amount (in Rs) 3% 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

Name of the Company	Central Bank of India	
Bid Ref No.	Central Bank of India, Tender No. RFP/2024-25/05	
Availability of RFP document for downloading from the Bank's website and on Gem portal	14/01/2025	
EMD (Earnest Money deposit) Amount	₹ 25,00,000.00 (Rupees Twenty Five Lakhs only)	
Last date of submission of Pre-bid Queries	27/01/2025- 03:00 PM	
Pre-bid meeting with Bidder on queries raised	28/01/2025- 03:00 PM	
Last Date and Time for receipt of Bids (Commercial & Technical)	14/02/2025- 07:00 PM	
Date and Time of opening of Technical Bids.	14/02/2025- 07:30 PM	
Place of Opening of bids /pre-bid Meeting	Digital Payment & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023.	
Address for Communication	Assistant General Manager Digital Payment & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023. Email: agmdptb@centralbank.co.in	
Contact Name and Telephone Numbers	Mr. Saumy Navit 022-49197332 agmdptb@centralbank.co.in	Mr. Roshan Kumar Singh 022- 49197343 cmdevdptb@centralbank.co.in
Website:	www.centralbankofindia.co.in	

