



CENTRAL BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF VENDOR FOR CENTRAL BANK DIGITAL CURRENCY (CBDC) SOLUTION (THROUGH GEM PORTAL) GEM BID NO- GEM/2025/B/6118938

**Central Bank of India
DP&TB Department
1st Floor, MMO Building,
Fort, Mumbai
Date: 07/04/2025**

RFP reference No: RFP/2025-26/01

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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.

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SECTION A – BID DETAILS & ABBREVIATIONS

1. SCHEDULE OF BIDS

Sl No	Particulars	Remarks
1	Contact Details of Issuing Department	Name: Mr. Saumy Navit Designation: Assistant General Manager (DP & TB) Email ID: agmdptb@centralbank.co.in Contact Address: Digital Payment & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023. Contact: 022-49197332
2	Bid Document Availability including changes/ amendments, if any to be issued	RFP may be downloaded from Gem Portal and Bank's website https://www.centralbankofindia.co.in under live tender section
3	Last date for requesting clarification	Up to 05:30 PM on 19/04/2025 All communications regarding points/ queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From 03:00 PM to 04:00 PM on 21/04/2025 at Digital Payment & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023.
6	Last date and time for Bid submission	19/05/2025 (Upto 03:00 PM.)
7	Address for submission of Bids	Digital Payment & Transaction Banking Department, 1 st Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023.



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8	Date and Time of opening of Technical Bids	03:30 PM on 19/05/2025 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Not applicable.
12	Earnest Money Deposit	Rs. 25,00,000/- (Rs. Twenty Five Lakh only)
13	Bank Guarantee	Rs. 50,00,000/- (Rs. Fifty Lakh only) Performance Security in form of BG should be valid for 5 years and three months from the effective date of the Contract.

2. Abbreviations used in this Document:

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	DD	Demand Draft
6.	DIT	Department of Information Technology
7.	EMD	Earnest Money Deposit
8.	GST	Goods and Service Tax
9.	CO	Central Office
10.	LAN	Local Area Network
11.	LD	Liquidated Damage
12.	MAF	Manufacturer Authorisation Form
13.	MSE	Micro and Small Enterprises
14.	MSME	Micro Small & Medium Enterprises
15.	MTBF	Mean Time Between Failure
16.	MTTR	Mean Time To Restore
17.	NEFT	National Electronic Funds Transfer
18.	NI Act	Negotiable Instruments Act
19.	OEM	Original Equipment Manufacturer
20.	OS	Operating System
21.	PDI	Pre-Delivery Inspection
22.	PERT	Project Execution and Review Technique
23.	RFP	Request For Proposal [Inter-alia the term 'Tender' is also used]
24.	RTGS	Real Time Gross Settlement

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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. It also has a wide network of more than 4000 ATM(s) spread across the country. Bank has completed 112 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new, innovative and customer friendly services. The Bank has sponsorship in 2 Regional Rural Banks (RRB).

Bank has implemented Core banking Solution B@ncs24 in all its 4600 plus Branches, from Tata Consultancy Services Limited. In addition to this, various other systems/ platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HCMS etc. At present more than 70% of Banking customer transactions are through digital mode using RTGS, NEFT, NACH, Internet banking, Mobile Banking, UPI, IMPS, UPI-BHIM, Virtual debit card etc.

2. OBJECTIVE

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Central Office at Chandermukhi, Nariman point, Mumbai 400021, (hereinafter referred to as 'the Bank') invite bids from Technology Service Providers (TSP) for "Selection of vendor for Central Bank Digital Currency (CBDC) solution (Retail and Wholesale)".

The Government of India in Union Budget on February 01, 2022 has announced introduction of Central Bank Digital Currency (CBDC) with symbol '₹' (Digital Rupee). Further The Government of India vide gazette notification dated March 30, 2022 notified necessary amendments in Reserve Bank of India Act, 1934, which enables running the pilot and subsequent issuance of CBDC.

The detailed scope has been mentioned as per Annexure-2.

3. REQUIREMENT DETAILS

Bank invites sealed offers ('Technical Proposal' and 'Commercial Bid') for Selection of vendor for implementation of CBDC project (Retail and Wholesale both) in Central Bank of India.

4. SCOPE OF WORK

The Broad Scope of work shall include but not be limited as mentioned in **Annexure-2**. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-2. The bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

5. PROJECT TIMELINES

- a. The Bidder should accept the Purchase Order within seven (7) days from the date of issuance of

Purchase Order.

b. Bidder should meet the deadlines as mentioned below for the completion of the Scope of Work of the RFP:

Sl. No.	Scope of Work	Timelines from the date of acceptance of Purchase Order
1.	Implementation of CBDC-R project in Central Bank of India	As provided by the bidder in Annexure- 3(A) - Implementation Timelines.

6. PENALTIES/ LIQUIDATED DAMAGES

a. The Bank will impose liquidated damages of 2% per week or part thereof of the total cost of the project payable to the bidder, for delay in not adhering to the time schedules for commitments under each activity. However, total charges payable will be limited to 10% of the total charges of the project.

Penalties/ liquidated damages for Onsite resources: In case the resource goes on leave/ absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the Resident resource charges payable to the selected bidder for that quarter for each week (as specified in clause 4 (ii) of Annexure 2) and part thereof of absence. However, total penalty under this clause will be limited to 10% of the total charges payable for Resident Resource charges for that quarter.

b. The selected bidder shall perform its obligations under the agreement executed with the Bank, in a professional manner.

c. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

d. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.

e. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.

f. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to



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the actions directly attributable to the staff of the selected bidder.

g. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

h. All the above LDs are independent of each other and are applicable separately and concurrently.

i. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/ onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank is official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.

j. SLA violation will attract penalties.

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

l. The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) for the entire contract period. Thereafter, the contract/ purchase order may be cancelled, and Performance Bank Guarantee may be revoked. i.e. After deduction of the maximum penalty, Bank reserves the right to cancel the contract and invoke the Performance Bank Guarantee.

Penalty for Uptime

a. The bidder shall guarantee monthly uptime of 99.90% for all systems which shall be calculated on monthly basis.

b. The "Uptime" is equal to total contracted hours in a month less Downtime.

c. The "Downtime" is the time between the time of report by the Bank and/or its representative or vendor itself has observed and time of restoration of service within the contracted hours.

d. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

e. If the bidder fails to maintain guaranteed uptime of 99.90% on monthly basis, Bank shall impose penalty. If the uptime is below 98% on monthly basis, the Bank shall have full right to invoke the Bank Guarantee and terminate the contract.

f. Following will be excluded while calculating the down time:

i. Down time due to Bank issues.

ii. Schedule down time for maintenance activity. Bidder should obtain approval of the Bank at least a week before for the schedule down time and for urgent situation at least 24 hours before.

iii. Down time due to Force Majeure.

g. The selected Bidder must take prior approval from Bank for any planned downtime on the hosted instance of Bank or any service which is going to impact Bank's transactions. Otherwise, it will be treated as unplanned downtime. Any unplanned downtime beyond allowable downtime will attract penalty.

h. Uptime report should be system generated report and any failure in the system which is hampering to complete a transaction will be treated as downtime.

i. Uptime Requirement and Penalty Charges: The Bank expects 99.90% or above uptime at site/s to be calculated on monthly basis. However, any deviation from the same shall invite penalty as under:

Monthly Uptime in % Penalty	Monthly Uptime in % Penalty
>= 99.90 % or more	No Penalty
>99.00% to < 99.90%	Penalty of Rs. 10, 000/-
>98.00% to <=99%	Penalty of Rs. 20, 000/- per 0.5% per downtime will be deducted
Less than 98.00%	Bank shall have full right to invoke the Bank Guarantee and may terminate the contract under this RFP

Note: Calculation of uptime will be done on monthly basis as per following criteria:

% of uptime = [Total Minutes (24X7 basis) in Month - Total Downtime in Minutes (24X7 basis) in Month] x 100 / [Total Minutes (24X7 basis) in month]

Maximum cap on penalty on above shall be equal to monthly bill payment. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order. The penalty amount will be deducted from PBG or annual rental amount.

7. PAYMENT TERMS

a. The following terms of payment shall be applicable to this contract and will be released after submission of performance security and execution of Contract Agreement:



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Sl. No.	Stages	Percentage % of Payment	Payment Terms
1.	System Requirement Study, Delivery of Software and Corporate perpetual License, Installation, Customization, configuration of RTSP, DTSP and other required software as per the specifications of NPCI and the scope mentioned in the RFP along with mobile app and UAT signoff for the same. [Table –A]	40%	On submission of relevant documents duly signed by the bank officials
2.	Installation, Customization, Configuration of RTSP, DTSP and other required software as per the specifications of NPCI and the scope mentioned in the RFP for pilot along with mobile app in production at DC and DR. [Table –A]	40%	
3.	After 3 months of successful implementation of RTSP, DTSP modules along with mobile app. [Table-A]	20%	
4.	Cost of Supporting Software Components for a period of 1 Year as mentioned in Table-B	100%	100% payment after installation and Go- live & On submission of relevant documents duly signed by the bank officials
5.	Onsite Resource charges as mentioned Table-C	100%	Quarterly in arrears.

b. Bank will release the payment on completion of activity and on production of relevant documents/ invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/ office should be submitted while claiming payment in respect of orders placed.

c. The selected bidder has to submit documentary proof for completion of activities for each milestone as defined in Payment Stage in **clause 6.1**, duly signed by the Bank officials in originals while claiming payment.

d. The bank shall finalize the Sign-off and Acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.



- e. Bank will not pay any amount in advance.
- f. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- g. The payments will be released through NEFT/ RTGS after deducting the applicable LD/ Penalty, TDS if any, by Central Office at Mumbai and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

8. DOCUMENTS, STANDARD OPERATING PROCEDURES AND MANUALS

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

9. SUBCONTRACTING

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. The selected bidder should not 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 (refer: F/No.6/18/2019-PPD Dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws

10. RIGHT TO AUDIT

- a. The selected bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/ their outsourced agents/ subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/ data to them.
- b. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- c. The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/ data to such auditors and/ or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/ or retain for any relevant material information/ reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

11. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.- 33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- a. MSEs should provide proof of their being registered as MSE for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - i. District Industries Centres or
 - ii. Khadi Village Industries Commission or
 - iii. Khadi & Village Industries Board or
 - iv. Coir Board or National Small Industries Corporation or
 - v. Directorate of Handicrafts & Handloom or
 - vi. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - vii. Udyam Registration Certificate
- b. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- c. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Central Bank of India as per Annexure-4.
- d. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- e. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

12. START-UP:

- a. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- b. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) Dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- c. Further, the Start-ups are also exempted from submission of EMDs.
- d. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) and notary public with legible stamp.



e. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Central Bank of India as per Annexure-4.

13. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

a. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

b. “Class-I Local Supplier” means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.

c. “Class –II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class –II Local supplier’ but less than that prescribed for ‘Class –I Local supplier’ under this order.

d. ‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for ‘Class- II Local Supplier’ under this order.

e. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.

f. The margin of Purchase preference shall be 20%.

g. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents.

h. 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.

i. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/ ‘Class – II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

j. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General

Financial Rules issued by the Ministry of Finance 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.

k. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

14. MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY (MEITY):

a. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has issued revised Public Procurement (Preference to Make in India) Order 2017 vide reference File No. W-43/4/2019-IPHW-Meity dated 07/09/2020.

b. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

c. Central Bank of India shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

SECTION C - BID PROCESS

1. Participation Methodology:

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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 the services 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.

2. 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. 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.

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

3. Bid Currencies

Bids should be quoted in Indian Rupees only.

4. 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
 - ii. that adequate, specialized 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. Documents establishing Eligibility of Products and Conformity to Bidding Documents

- a) The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.
- b) The documentary evidence of the eligibility of the products and/ or System and/ or services shall consist of a statement (attached to the price schedule) of the country of origin of the products and/ or System and/ or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.
- c) The documentary evidence of conformity of the products and/ or System and/ or services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - i. a detailed description of the essential technical and performance characteristics of the proposed solution;
 - 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.



6. Bid Security/ EMD (Earnest Money Deposit)

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

- 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 RFP; 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;



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or

b. to furnish Performance Security.

7. Period of Validity of Bids

- a) Bids shall remain valid for a period of 120 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.

8. Clarification to RFP & Pre-bid Queries:

1. Bidder requiring any clarification of the bidding document may notify as per GeM guidelines and procedure within the date/ time mentioned in the RFP document.
2. A pre-bid meeting will be held on the date and time specified in the RFP which may be attended by the authorized representatives of the bidders interested to respond to this RFP.
3. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.
4. 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. 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.
6. Queries received after the scheduled date and time will not be responded/ acted upon.

9. Pre-bid Meeting:

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.
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.



3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. Bank will have the liberty to invite its technical consultant or any outside agency wherever necessary.
5. Bank will consolidate all the queries and the replies for the same shall be made available on the website of the Bank <https://www.centralbankofindia.co.in> 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.

10. Amendment to Bidding Document:

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.
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.
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.

11. 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**".

12. Bid Preparation and Submission:

- 12.1 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.
- 12.2 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.
- 12.3 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.



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12.4 Bidders may please note:

- a. The Bidder should quote for the entire package on a single responsibility basis for proposed solution.
- 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.

13. Bid Opening:

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.
2. Bidder representative may be present in the place and venue well in time along with an authorization letter.
3. Attendance of all the bidder's representative present during the bid opening time will be recorded.

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 Government, the next working day will be deemed to be the bid opening day.
5. If any of the bidder or all bidders will be 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.
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.
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.

14. SELECTION OF BIDDER

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.
2. 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.

15. Clarification of Offers:

- i. 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.
- ii. 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.

16. 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.

a. Part A-Conformity to Eligibility Criteria:

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.



b. Part B-Technical Proposal (Appendix A):

- i. 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.
- ii. The technical evaluation will be for technical and functional requirement as specified in RFP. (As per scope of RFP).
- iii. 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.
- iv. 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.
- v. The Bank shall not allow/ permit changes in the technical specifications once it is submitted.
- vi. 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.
- vii. Bidders will be evaluated technically on the basis of marks obtained in Technical evaluation criteria as mentioned in **Annexure-3**.
- viii. The Technical offer submitted by the Bidders shall be evaluated as per various components mentioned:
 - A. Past experience
 - B. Credentials
 - C. Bidder presentation
 - D. Approach methodology & plan
 - E. Team Profile
- ix. Against each of the specifications under Technical requirements there is Bidder's response column where the bidder has two options viz., Yes, No to indicate their response.
- x. Presentation and Demonstration of the solution will be an important input to understand quality of the Bidder's capability and experience and other details furnished by the Bidder.
- xi. Bidder should secure minimum 70 marks out of 100 under Technical Proposal evaluation to become qualified for opening of Part B- Commercial Bid.

c. Part C- Commercial Bid (Indicative) (Appendix B):

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.



d. Reverse Auction:

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

e. Bidders Presentation:

- i. 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.
- ii. 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.
- iii. This exercise will be undertaken before opening of the commercial bids of the bidders whose Part B- technical proposals has been opened.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

f. Normalization of Bids

- i. 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 re-submissions can be requested by the Bank in the following manner:
 - A. Incremental bid submission in part of the requested clarification by the Bank or
 - B. Revised submissions of the entire bid in the whole.
- ii. 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.



- iii. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

g. Intimation to Qualified/ Successful Bidders:

- i. 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 name of the selected bidder will be announced as indicated above. No separate intimation will be sent to successful Bidder.

h. Correction of Error in Commercial Bid:

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:

- Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 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.
- If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 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.
- 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.
- If the bidder does not accept the correction of errors, the bid will be rejected.

i. Determination of L1 Price:

- L1 Price will be determined after giving effect to arithmetical correction, if any.
- The L-1 bidder will be determined on the basis of the lowest 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.

j. Online Reverse Auction:

- Bidders, whose commercial bids (indicative) have been opened by the Bank will be called for the Reverse Auction.

- ii. 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.
- iii. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" in **GeM portal**.
- iv. 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. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed 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".
- v. 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.
- vi. 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.
- k. **Re-auction/s Rules:**
 - i. Bank may consider the option of a Re-Auction/s in following circumstances:
 1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
 2. During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
 3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
 - ii. 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.
 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.
 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.

- iii. 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.

17. Deadline for Submission of Bids

- a) Bids must be submitted by the bidder in GeM portal, no later than the date & time specified in the Bid document.
- b) The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

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

SECTION E - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 120 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/ Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership

3.1. If the bidder is offering solutions/products from other bidders/ principals, as required in this RFP, they shall detail the responsibilities of the 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 and also maintenance & support of all hardware and software related to Solution which are relevant to this RFP.

3.2. Ownership letter by the bidder to be submitted (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.

3.3. The Bidder also has to submit a certificate/ Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for



implementation and it will work without any hassles.

4. **Acceptance of Offer**

4.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

4.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

4.3. 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 and 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 modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/ withdraw the tender.

5. **Award of Contract**

5.1. The contract shall, be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.

5.2. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.

5.3. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

5.4. The Shortlisted bidder/s will be required to provide the service to branches/ Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

6. **Effective Date**

6.1. 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 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.

6.2. Failure to accept the order within **seven days** from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

7. **Project Execution**

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Mumbai. However, for escalation purpose, details of other persons shall also be given.

The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

8. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which the Bank at will pay actual.

9. Expenses

It may be noted that Bank will not pay any amount/ expenses/ charges/ fees/ traveling expenses/ boarding expenses/ lodging/ expenses/ conveyance expenses/ out of pocket expenses".

10. Security Deposit/ Performance Bank Guarantee

10.1. The successful bidder should submit a Security Deposit/ Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order/ Letter of Intent (LOI).

10.2. If the Security Deposit/ Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 1.5% of the total order value plus GST.

10.3. Security Deposit should be submitted by way of DD drawn on Central Bank of India payable at Mumbai/ Bank Guarantee may be obtained from any of the Scheduled Banks (other than Central Bank of India).

10.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Central Bank of India shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Appendix-F**. Any bank guarantee submitted in physical mode, including EMD/ bid guarantee, which cannot be verifiable through SFMS, will be summarily rejected.

10.5. Security Deposit/ Performance Bank Guarantee should be valid for Total Contract Period 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.

10.6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.

10.7. The security deposit/ bank guarantee will be returned to the bidder on completion of Contract Period.

10.8. 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 Bank shall notify the selected bidder in writing before invoking the Bank guarantee.



11. Execution of Agreement

11.1. Within 7 days from the date of acceptance of the Purchase Order/ LOI, the selected bidder shall sign a stamped "Agreement" with the Bank at Mumbai as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.

11.2. The Agreement shall include all terms, conditions and specifications of RFP and the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

11.3. The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

12. Pricing

12.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/ SGST/ IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.

12.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.

12.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.

12.4. From the date of placing the order till the delivery of the systems, 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.

12.5. Applicable Taxes will be paid at actuals.

13. Order Cancellation/Termination of Contract

13.1. 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 in terms of the contract, in the event of one or more of the following conditions:

13.1.1. Delay in delivery of services in the specified period.

13.1.2. Serious discrepancies noted in the inspection.

13.1.3. Breaches in the terms and conditions of the Order.

13.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:



- 13.2.1. Non submission of acceptance of order within 7 days of order.
- 13.2.2. Excessive delay in execution of order placed by the Bank.
- 13.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 13.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 13.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 13.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 13.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 13.2.8. If found blacklisted by any Govt. Department/ PSU/ other Banks/ CERT-In, during the course of contracted period.
- 13.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches /Offices of the Bank.
- 13.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 13.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 13.5. 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 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 order/ contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 13.6. 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 security deposit, if any, under this contract.
- 13.7. 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.

SECTION F - GENERAL CONDITIONS

1. General Terms

Normally, the Order will be placed on the selected bidder as per the details given in the bid document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/ Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/ Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Roles & Responsibility during Project Implementation

2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

2.2. 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.

2.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

3. Responsibilities of the Selected Bidder

3.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.

3.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.

3.3. The selected bidder shall submit updated Escalation Matrix for the product/ services on a **Half-Yearly basis** as at the end of 31st March and 30th September during warranty and AMC period.

3.4. The **vendor must provide all services even if not explicitly mentioned** in the RFP but necessary for the CBDC project.

3.5. **Licensing Costs** for third-party software must be included.

3.6. Compliance with **RBI's evolving guidelines** for CBDC implementation.



4. Human Resource Requirement

The selected bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

4.1. The selected bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

4.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc., and shall be accountable for all the personnel deployed/ engaged in the project.

4.3. In case the performance of the selected bidder/ their CSP/ agent/ employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/ employees on its own.

4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.

4.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

4.6. The Bidder has to submit following KYC documents for onsite/ Offsite engineer:

4.6.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.

4.6.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR

4.6.3. Aadhar Card - Duly attested photocopy by candidate and Bidder HR

4.6.4. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR

4.6.5. Passport - Duly attested photocopy by candidate and Bidder HR

4.6.6. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR

4.7. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/ individual below the Minimum



Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

5. Responsibility for Completeness

5.1. The selected bidder shall ensure that the services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

5.2. The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/ software required to install, customize and test the system without any further charge, expense and cost to Bank.

5.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

6. Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.

7. Negligence

In connection with the work or contravenes the provisions of General Terms, 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.

8. Assignment

8.1. The selected bidder shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/ contract, except with the Bank's prior written consent.

8.2. 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 selected bidder under this RFP.

9. Publicity

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

10. Insurance

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/ Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/ godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.

11. Guarantees

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

12. Intellectual Property Rights

12.1. Bidder warrants that the inputs provided shall not infringe upon any third-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. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment/ software supplied on behalf of consortium as bidder.

12.2. 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.

12.3. The indemnification obligation stated in this clause apply only in the event that the

indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

12.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/ referred to other clients, agents or distributors of Hardware/ Software.

13. Confidentiality and Non- Disclosure

13.1. The selected bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected bidder shall suitably defend, indemnify Bank for any loss/ damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected bidder shall furnish an undertaking as given in **Annexure-4**.

13.2. No media release/ public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

14. Indemnity

14.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

14.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **service** provided by them.

14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

14.2.2. The limits specified in above clause shall not apply to claims made by the Bank/ third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.



14.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/ death/ termination) of any nature to the employees and personnel of the bidder.

14.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. Force Majeure

15.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

15.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.

15.3. In the event of any such intervening Force Majeure, the selected 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 selected 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.

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

16. Responsibilities of the Bidder

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

16.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

16.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.

16.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

16.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CENTRAL BANK OF INDIA. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

16.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. 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. 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. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfil all the terms and conditions of this RFP.

17. Corrupt and Fraudulent Practices

17.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

17.2. "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

17.3. "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 bidders (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.

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

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

17.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

17.7. Any 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. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year



thereafter, except as the parties may agree on the case-to-case basis.

17.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. Adoption of Integrity Pact

18.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.

18.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

18.3. The Bidders shall submit signed Pre-Contract integrity pact as per **Appendix-G** along with Part-A Technical Proposal. Those Bids which are not containing the above are liable for rejection.

18.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

18.5. Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

18.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

18.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/ Guarantee/ AMC if contracted whichever is later.

18.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

18.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.

18.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Mr. Nirmal Anand Joseph Deva
MAIL ID: -
meghanadeva2022@gmail.com

Mr. Anant Kumar
Mail ID: anant_in@yahoo.com

19. Amendments to the Purchase Order

Once purchase order is accepted by the selected bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

20. Amendments to the Agreement

Once agreement is executed with the selected bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

21. Modification/ Cancellation of RFP

The bank reserves the right to modify/ cancel/ re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/ cancellation.

22. Social Media Policy

22.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

22.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

22.2.1. Non-adherence to the standards/ guidelines in relation to social media policy issued by the Bank from time to time.

22.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures."

23. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (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 parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Mumbai, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

24. Legal Disputes and Jurisdiction of the court

24.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction

may deem necessary or appropriate to restrain bidder/ prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

24.2. All disputes and controversies between Bank and selected 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 as this RFP/ Contract agreement shall be governed by the laws of India.

25. 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.

26. Exit Option & Contract Re-Negotiation

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

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 Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery of solution beyond the specified period
- Serious discrepancies noted in the solution delivered
- Breaches in the terms and conditions of the Purchase Order/Agreement
- Non satisfactory performance of Bidder during the contract period
- In addition to the cancellation of purchase order, Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages
- Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services during the contract period
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder
- Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to Bank as per the contract



**REQUEST FOR PROPOSAL (RFP) FOR
SELECTION OF VENDOR FOR
CENTRAL BANK DIGITAL CURRENCY**

- 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 Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 60 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / Bidder nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services
- The reverse transition services to be provided by the Bidder shall include the following:
 - The Bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.
 - Bidder shall provide adequate documentation thereof.
 - The Bidder shall jointly manage the solution with Bank or designated team for a reasonable period of time
 - The Bidder shall assist Bank in migration of the Solution to another, if desired by Bank.

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

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

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

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

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.

The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for Bank or new Supplier 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 whatsoever is for cancellation or exist of the parties.

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.

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

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

29. Notwithstanding anything contained in this Agreement, Bank reserves its right to terminate the agreement with the Bidder without assigning any reason at any time by giving thirty (30) days prior written notice to the Bidder, at no cost to the bank .

30. Mandatory Training/ Knowledge Transfer

The Bidder will provide adequate and effective administration training to bank's identified officials on the proposed solutions and other software for its maintenance and management, housekeeping at no extra cost to the bank. Bidder should provide minimum 2 sets of 5-day Training/ Knowledge Transfer to Bank and Bank's associated vendor. Before start of training the Course Contents to be provided in Soft/ Hard copy.

The bidder shall keep the Bank's technology team updated at all the stages of the installation and implementation of the CBDC and for other related services. The SI shall provide training to Bank's Technology team on system fundamentals, operating systems, application software, database, etc. Bidder shall also train no fault diagnosis and first line support. The training shall enable the Bank's software staff to maintain all software related to the CBDC and for other related services with minimal support from the SI. Bidder shall provide complete training plan for CBDC which should be mainly divided in two phases i.e. pre-implementation training and post implementation training.

Bidder shall provide training to various target groups. Training infrastructure shall be provided by the Bank including location. The functional and technical training for core team shall be for duration on part/ full time basis and commence within a week from the 'Project Start Date'. The duration of the training has to be agreed with the Bank. Bidder shall also provide training study material for each program in softy copy Training shall cover following operational aspects:

1. Basics of installing the products
2. Basics of technical infrastructure used by the products
3. Module-wise functionality and configuration
4. User interface to products
5. Business related components/ functionality of product

6. Detailed mentor/procedure of configuring product for business needs
7. Day-to-day operating/processing using products
8. Monitoring of devices, transactions, process, ports etc.
9. Advanced trouble shooting techniques
10. Reporting and data retrieval
11. Any other relevant areas

For each product, the training shall cover following technical aspects:

1. Installation of product in detail
 2. Technical components and infrastructure of products in detail
 3. Product configuration
 4. Technology used in development, testing
 5. SDK and customization methods
 6. Advanced troubleshooting techniques
 7. Data migration (data cleaning, data extraction and loading in new switch, transition from old switch to new switch)
 8. Impact analysis
 9. Any other relevant areas
-

Section G: Eligibility Criteria

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

S. No.	Eligibility Criteria	Documents Required
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013 & operating for 2 years as on the date of RFP. The Memorandum of Association (MOA)/Article of Association (AOA) should contain about the line of business sought in RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) along with MOA/ AOA highlighting the line of business should be submitted.
2	The bidder should have positive net worth as on 31/03/2024	Audited Financial statements
3	The bidder should have implemented the proposed solution in at least 1 Schedule commercial Bank and application should be live as on 31/12/2024	Relevant Supporting Documents
4	Certification Requirements (as per scope of the project)	The bidder should submit self-certified compliance Certificate(s) specifying that the technical solution provided by the bidder for proposed solution meets the required technical specifications
5	Integrity pact	Vendor should submit Integrity pact as Annexure - E signed by their authorized signatory
6	There are no pending cases against the bidder/ OEM involving cheating/ fraudulent activities. Details of such activities, if any, must be furnished to the Bank.	Certificate from company secretary or external auditor to be submitted
7	The Bidder/ OEM should not be classified as a loan defaulter/ insolvent/ bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	Certificate from existing Bankers to be submitted.



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8	Bidder should not be partially or fully owned /controlled/ part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.	Declaration to this effect has to be submitted by the Bidder.
9	The solution/ product offered should be compatible with all the guidelines issued by regulatory/ government bodies from time to time.	Declaration to this effect has to be submitted by the Bidder.
10	Solution offered must be owned by the Bidder and must have its IP rights.	Undertaking of IP Rights to be submitted.
11	The bidder shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 3 years of operation.	A declaration to this effect has to be submitted by the Bidder on its letter head. Bank may at its discretion require specific certificate at a later date.
12	Bidder to certify and agree that all data generated as part of this program belongs to Central Bank of India and is our first party asset. The bidder cannot stake claim or monetize this consumer data along with the transaction behavior from third parties, without the explicit written approval from Central Bank of India.	Declaration to this effect has to be submitted by the Bidder.
13	Bidder should also have internal control and audit measures in place.	Copy of latest Audit report from external auditor to be submitted in this regard.
14	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners should not participate in the bid process.	Declaration to this effect has to be submitted by the Bidder.
15	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.
16	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 registration
17	Bidder should have operating profit in any two (2) Financial year out of last 3 Financial year i.e. 2021-22, 2022-23, 2023-24	Audited Financial Statements

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



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Note:

- a. Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- b. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Central Bank of India reserves the right to verify /evaluate the claims made by the bidder independently or by virtue of a third party. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidders.

Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfill all or any of the above eligibility criteria are liable to be rejected.

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

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



Annexure-1

Bid Covering Letter

[On Firm's / Company's letter head]

(to be included in Part A –Technical Proposal Envelope)

Reference No:

Date:

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

Dear Sir,

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

We have examined the above mentioned tender document including all annexures the receipt of which is hereby duly acknowledged and subsequent clarifications/ modifications/ amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per RFP for Services as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy/ Service support/ Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft/ Bank Guarantee in lieu of EMD as per RFP in favor of Central Bank of India as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 120 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected bidder and agreed to in writing by the selected bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period,

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you shall have the right to forfeit the EMD/ invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Terms and 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.

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 shortlisting of bidders.

We will not 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 (refer: F/No.6/18/2019- PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub-contract part or complete assignment Consultancy to any other agency or individual.

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. Bank reserves the right to verify/ evaluate the claims made by the Bidder independently.

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.

We hereby undertake that we have not been blacklisted/ debarred by any Scheduled Commercial Banks/ Public Sector Undertakings/ Government Entities in India as on date.

Eligibility Criteria compliance and relevant proof for reply with 'YES':

S. No.	Eligibility Criteria	Documents Required	Compl ied and Docu ment Submi tted (Y/N)
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013 & operating for 2 years as on the date of RFP. The Memorandum of Association (MOA)/Article of Association (AOA) should contain about the line of business sought in RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) along with MOA/ AOA highlighting the line of business should be submitted.	



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2	The bidder should have positive net worth as on 31/03/2024	Audited Financial statements	
3	The bidder should have implemented the proposed solution in at least 1 Schedule commercial Bank and application should be live as on 31/12/2024	Relevant Supporting Documents	
4	Certification Requirements (as per scope of the project)	The bidder should submit self-certified compliance Certificate(s) specifying that the technical solution provided by the bidder for proposed solution meets the required technical specifications	
5	Integrity pact	Vendor should submit Integrity pact as Annexure - E signed by their authorized signatory	
6	There are no pending cases against the bidder/ OEM involving cheating/ fraudulent activities. Details of such activities, if any, must be furnished to the Bank.	Certificate from company secretary or external auditor to be submitted	
7	The Bidder/ OEM should not be classified as a loan defaulter/ insolvent/ bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	Certificate from existing Bankers to be submitted.	
8	Bidder should not be partially or fully owned /controlled/ part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.	Declaration to this effect has to be submitted by the Bidder.	
9	The solution/ product offered should be compatible with all the guidelines issued by regulatory/ government bodies from time to time.	Declaration to this effect has to be submitted by the Bidder.	
10	Solution offered must be owned by the Bidder and must have its IP rights.	Undertaking of IP Rights to be submitted.	
11	The bidder shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 3 years of operation.	A declaration to this effect has to be submitted by the Bidder on its letter head. Bank may at its discretion require specific certificate at a later date.	



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12	Bidder to certify and agree that all data generated as part of this program belongs to Central Bank of India and is our first party asset. The bidder cannot stake claim or monetize this consumer data along with the transaction behavior from third parties, without the explicit written approval from Central Bank of India.	Declaration to this effect has to be submitted by the Bidder.	
13	Bidder should also have internal control and audit measures in place.	Copy of latest Audit report from external auditor to be submitted in this regard.	
14	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners should not participate in the bid process.	Declaration to this effect has to be submitted by the Bidder.	
15	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.	
16	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 registration	
17	Bidder should have operating profit in any two (2) Financial year out of last 3 Financial year i.e. 2021-22, 2022-23, 2023-24	Audited Financial Statements	

Date

Name: Designation:

Signature with seal

Annexure-2 Scope of Work

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

The scope of work involves on boarding a Solution provider for end-to-end development, implementation, installation and maintenance of CBDC solution (Retail and wholesale both) which consists of:

1. **Mobile Token Wallet Application and SDKs to embed in mobile applications.**
2. **Retail Token Service Provider (RTSP) module.**
3. **Implementation and maintenance of Distributed Token Service Provider (DTSP) module.**
4. **Merchant Web portal, Mobile application and SDKs to embed in mobile application.**
5. **Backend Administration / Management Module with User access management, Ticketing module for development and operational support with tracker, etc.**
6. **Resources for onsite support**
7. **Reconciliation Module**
8. **Migration / Transition support (if required)**

The solutions mentioned above are required to be hosted in Bank's On-premises as part of the CBDC project proposed by RBI.

1. Mobile Token Wallet Application:

NPCI has developed the Mobile Token Wallet App SDK and will be sharing the same with all the participating banks on request. The on boarded Solution Provider must ensure that the source code provided by NPCI for Mobile Token Wallet App is integrated with the banks RTSP node.

Further, the Solution provider to develop, provide and maintain new Mobile Token Wallet Applications for the bank as required for Android and iOS platforms. The below offerings must be the part of the mobile application:

- A. **CBDC Base SDK (Android and iOS) which can be integrated into mobile applications.**
- B. **Base App should integrate the APIs for:**
 - a. Account Number fetch using Mobile Number from Core Banking Solution
 - b. SMS/Email Messaging / Bank recommended method
 - c. Credit and Debit APIs
 - d. Debit Card Validation
 - e. Device Binding through SMS

- f. UPI APIs
- g. Statement Enquiry
- h. Payment Gateway Integration

C. Base App with NPCI UX and Bank recommended theme

D. Base App with Bank UX/ User Journey

E. Wallet Type

As proposed by NPCI, the platform must support two types of wallets based on User Consent:

A. Custodian Model – Where the Bank is responsible for managing the keys of wallet holding tokens on behalf of user. In this model, wallet is recoverable with same public address, Wallet Pin and Tokens held by user.

B. User Held Model – Where the User and his/her device will be responsible for key holding. Wallet is not recoverable in case of user held device. This will be handled in future state based on RBI confirmation.

2. Retail Token Service Provider (RTSP) module:

The bidder must provide the RTSP module which is intended for distribution of tokens to retail users and payments using tokens. This will assist the end users and shall be API based system, available through mobile application and other channels. RTSP node will have the following components:

- A. RTSP Switch
- B. Token Management
- C. Web portal for Banks
 - Dispute Management
 - Reconciliation
 - MIS Reporting
- D. Back-end platform
- E. RTSP Bank Adapter Switch
- F. Reconciliation application (2-way)
- G. Mobile application (Android and IOS) with SDKs to embedded in mobile applications

A. RTSP Switch:

Below are module-wise features:

- PSO Gateway: Heartbeat, User Reg./ DeReg., Pay, Collect, Check Status, List Keys, Get Wallet status, Rule Check.
- User Management: Device Binding, User registration, VPA creation, Bank account linking, User de-registration, KYC.
- Wallet Management: Wallet issuance, Wallet recovery, PIN Management, Limit Management,



Wallet closure.

- Transaction Management: Token Balance, Transfer Token, Load Token, Unload Token, Set/ Reset PIN, validate address, Transaction History, Passcode Set/ Reset, CBS Debit/ Credit, Check Status
- Business rules & Orchestration: User types based on KYC process, Basic wallet, Min. KYC Wallets & Full KYC Wallets, Other Rules, Flow orchestration, etc.
- DTSP to RTSP feed receiver module: Sync tokens from DTSP to RTSP layer
- RTSP & DTSP syncing module: Sync load/ unload/ transfer from RTSP to DTSP layer
- Reports and MIS: Transaction & User MIS. Provision to be made available to download data for Bank's Analytics team.

Payment System Operator (PSO) Gateway:

SDK Integration with PSO to implement the standardization in terms of PIN capturing for signing of transactions as well as standard protocol for communication between App-TSP- PSO to support multiple validation performed by different systems in between.

User Management:

Support the entire lifecycle (registration, wallet creation, transfer, load, unload, KYC process, Bank account management, deregistration and recovery) Integration with Token SDK given by PSO. Application must support following features:

- a) Token Balance Display
- b) Wallet transaction history
- c) Displaying User KYC status
- d) Wallet pin lifecycle (Generation, Update/Reset)
- e) User Profile management – Custodian /User held
- f) QR generation and scan
- g) Recovery flag details
- h) Multilingual support preferable
- i) Bank Details

The below mentioned functionalities should be facilitated by the RTSP Module:

- a) Capture user and device details.
- b) App should facilitate Registration of Keys as per standard protocol by Token SDK.
- c) Supports the Custodian and User Held Wallet Model.
- d) Application should facilitate the tokens to be spent during the transaction (an Algorithm to select the tokens intelligently during the transaction proposal to minimize the change request based on value of transaction).
- e) Support Notifications and Security popups during the transactions and user actions.
- f) User will be able to register the details and create a user ID (WALLET ADDRESS) during wallet

registration.

- g) Facilitate Online and offline token transfer process through various channels.
- h) Secure wallet management.
- i) In application facility of raising user disputes and grievances.
- j) Implementation of RBI Token associated Guidelines like Display of digital tokens in specific format issued by RBI, display of token IDs, Display of Quantities of token and Owner details.

Wallet Management:

The Wallet Management will consist of Registration (Generate a Wallet Address), Recovery, Deregistration. The functionalities of the wallet management are mentioned below:

- a) Issuance of the wallet ID to the end user of the application after successful registration.
- b) Enabling users to register Mobile number against the public wallet address.
- c) Allowing user to recover the wallet using onetime recovery flag via Application as well as Offline channels with proper 2FA. Enabling Bank to bind the recovery flag against wallet and tokens, so whenever user want to recover tokens, Banks can do the same for them.
- d) Allowing user to deregister the Wallet and to update the wallet address.
- e) Integrate with PSO regarding device registration with SDK.
- f) In case of Custodian model, Bank should be able to manage the private key of its end users
- g) Built in capability for Wallet Pin Management
- h) Built in capability for Key Rotation of user wallets at defined interval.
- i) Platform should be capable of blocking the wrong customer signing in the application with proper checks implemented in the application.
- j) Enabling a mechanism with user to sync the token balance
- k) All token transaction logs should be captured & maintained as specified by the Bank, as discrepancies associated with Duplicate token, Counterfeit token must be reported to RBI and PSO at defined interval.

B. Token Management:

The token management module will have the following functionalities:

- a) Token Inventory Management
- b) Token Database
- c) Token Assignment
- d) Lock & Unlock of Token
- e) Token Issuance
- f) Ownership changes of token
- g) Token holding configuration

Other required capabilities:

- a) Platform should be capable of checking, whether user has enough tokens to transfer or not.
- b) Platform should perform double spend check (Double-spending is a potential flaw in a digital token scheme in which the same single digital token can be spent more than once. Unlike physical cash, a digital

token consists of a digital file that can be duplicated or falsified).

- c) Platform should ensure that only RBI issued tokens has been given by DTSP to RTSP (proper validations at both endpoints).
- d) Platform should be capable of reporting the counterfeit, duplicate or wrong token information to PSO, if detected at Retail network and report back at platform level if detected at Distribution network.
- e) It should be capable of changing the ownership of tokens
- f) Capability should be there to ensure that, all the tokens issued to end user, redeemed by end user, inter Bank (Off us) transactions and intra Bank (on-us) transactions will flow via PSO.
- g) Capability should be there to report the transactions associated with tokens to its distribution network Node.
- h) Capability should be there to integrate with various banking channels to enable loading /unloading of tokens against the electronic money.
- i) Solution provider must support ORACLE architecture for implementing RTSP module, as Bank has engagement with M/s ORACLE through EULA agreement. If Solution provider proposes any other architecture/ DB, the Licensing cost to be provided as part of Bill-of-material mentioned elsewhere in the document.

Integrate with existing banking channel (direct loading from linked bank account in app) or PG to facilitate the load and unload operation of tokens against the E- Money:

- a) to integrate with existing banking systems to facilitate the load and unload operations.
- b) Loading of tokens can be defined as Debit money from User linked account with wallet, Credit money in Bank account, Change ownership of tokens from TSP's token vault to User's Wallet.
- c) Unloading of Tokens can be defined as Change ownership of tokens from User Wallet to TSP's vault, Debit money from bank account of TSP and Credit money in User linked account with wallet.

C. Web Portal for Bank:

- a) Admin Portal
- b) KYC Management
- c) Transaction Management
- d) Transaction/ User Search
- e) Dispute Report
- f) MIS
- g) Merchant Onboarding

- Solution Provider must ensure network related, data security and integrity compliance as per the guidelines of RBI, NPCI and Bank or any other regulatory authorities.
- Solution Provider must provide built in capability for capturing Customer grievance and dispute resolution management.
- Platform must be capable of KYC management of user (User classification, Limits) as per the

guidelines of Bank.

- Platform must have built-in capability for destroying the token information once the token is moved from its database in defined intervals.
- Whenever DTSP redeemed the retail tokens with RBI, RTSP needs to be informed and it will not be available for RTSP to issue it to end user. RTSP is expected to remove the information from its database.

D. Back-end platform:

Bidder must provide the Back-end platform which will act as the API interface for mobile application. It will control the app. interactions to translate them from SYNC to ASYNC API calls.

E. RTSP Bank Adapter Switch:

Bidder must provide the RTSP Bank adapter switch which will act as an independent component responsible for managing integration with bank's sub-systems to facilitate seamless CBDC transactions. It will integrate with the following sub-systems of the Bank:

- CBS
 - UPI
 - eKYC
 - Debit Card Management system
 - OTP Engine
 - SMS gateway
 - Aadhaar Vault
 - SSM / HSM
 - ATM Switch
- Platform to integrate with existing banking systems to facilitate the load and unload operations.
 - Loading of tokens can be defined as Debit money from User linked account with wallet, Credit money in Bank account, Change ownership of tokens from TSP's token vault to User's Wallet
 - Unloading of Tokens can be defined as Change ownership of tokens from User Wallet to TSP's vault, Debit money from bank
 - Further, integration with any other channel apart from the above-mentioned channels may be required based on RBI/ NPCI/ Bank's requirement

F. Reconciliation Application:

- Bidder must provide, an independent reconciliation application for bank to manage the day-to-day operations.
- Proposed recon application will be performing automated reconciliation between RTSP and CBS systems.
- Recon system will reconcile the successfully purchased and redeemed transactions in CBDC



Reconciliation process and generate the reports for the same daily.

- Post reconciliation, system will generate open entries for fall out cases and mark the fall out cases as Unreconciled entries.
- Any other functionalities of reconciliation must be integral part of the application.

G. Mobile Application (Android and IOS)

Bidder to provide mobile application for users/ customers for both Android and IOS platform.

3. Distributed Token Service Platform (DTSP):

DTSP module is a Distributed Ledger Technology based system.

By using the Distribution network (for Creation of tokens by Central Bank and Issuance of tokens to intermediary participants [Banks/ TSPs]), RBI will create tokens and issue the same to the Banks/ TSP's. The bidder must deploy the DTSP node and host it in Bank's On-premises. The bidder must provide end-to-end managed services, maintenance and provide L1/ L2 support services for DTSP module implemented at Bank's end.

NOTE: The above-mentioned Scope of Work is based on the references as shared by NPCI which is to be implemented for the Pilot project of CBDC. The Scope of work may vary as per the instructions and dependencies of the regulatory authority or NPCI for which the Solution provider should implement, develop, and manage the necessary changes/ updates as informed by the Bank.

In view of the entirety and enormity of CBDC Project, if any service which essentially forms part of project scope is not explicitly mentioned in scope of work, will be considered as part of the RFP and the successful bidder will have to provide the same at no cost to the Bank in the larger interest. Any later plea by the bidder for excluding/ omitting of services on the pretext that same was not explicitly mentioned in the RFP will not be accepted by the Bank.

4. Support:

The successful bidder must ensure support to Bank in following ways for smooth functioning:

i. Third Party Software's/ Support and Installation:

For the deployment of modules for the pilot project, various third-party open source software is required as per the specification shared by NPCI. Solution provider has to provide Enterprise/ Subscription license in Bank's Name for all environment/ support software as per the specifications of NPCI (e.g. Redis, Key DB, Maria DB, Kafka, Nginx, Mongo DB, DLT Platform, RabbitMQ, Grafana, Kibana, Kubernetes, Kafka, Angular, ELK / Prometheus, Grafana etc., as mentioned in NPCI document) in the production and Disaster Recovery (DR) environment, as mentioned in Bill-of-material.

The Solution Partner also should provide on-site support for installation, maintenance and resolving software related issues, including re-installation, maintenance and patch upgradation of the same, whenever required.

The solution partner also should provide on- site support not limited to installation, maintenance and resolving software related issues, including support, re- installation, version upgradation, patch updates

etc. of the CBDC solution wherever required, which includes all environment/ support software as per the specifications of NPCI (e.g. Redis, Key DB, Maria DB, Kafka, Nginx, Mongo DB, DLT Platform, RabbitMQ, Grafana, Kibana, Kubernetes, Kafka, Angular, ELK / Prometheus, Grafana, Wallet API-services, Identity Services etc. as mentioned in NPCI recommendations).

ii. Onsite Support/ Resources:

Post ‘Go-Live’, Bidder has to provide required L1, L2, L3 resources and Project Manager at onsite location of the Bank to manage and support the project. It is clarified that L1 support is required for 24x7 (minimum Five L1 support required), L2 support is required from 7 AM to 11 PM (on Bank’s working Days) and in case of exigency (minimum two L2 support required) and minimum one L3 support is required from 11 AM to 7 PM (on Bank’s working Days) and in case of exigency. During CBDC Project implementation and management, selected Bidder to depute a Project Manager at Bank’s Premises for CBDC project. Bank may change the timings as per requirement.

Qualification criteria for Resources:

Sr	Resource Description	Qualification	Experience
1	L-1	BE/ BTECH/ MCA/ BCA + Relevant certifications in related field	Minimum 1 years of relevant experience
2	L-2	BE/ BTECH/ MCA/ BCA + Relevant certifications in related field	Minimum 3 years of relevant experience
3	L-3	BE/ BTECH/ MCA/ BCA + Relevant certifications in related field	Minimum 5 years of relevant experience

Note: Bank may evaluate and revise the qualification criteria to ascertain the suitability of resources. Bank may increase or decrease number of resources required as per its discretion. Bidder may factor adequate resources as required to meet the SLA compliance without any extra cost to the Bank.

The resources deployed at Bank’s onsite location should be technically qualified for implementation of the project along with managing, supporting and troubleshooting of issues, if any. Based on the requirement Bank may place the purchase order for additional number of resources (if required).

5. Onboarding

Once the selected bidder is on boarded, it must take the following activities:

- Bidder must provide the High-level component diagram for setting up UAT/ Prod/ DR environment.



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- b. Bidder must ensure that, apart from UAT environment, each participant installation would have 2 nodes – Primary Production (PR) Node & DR Node.
- c. Bidder must share the Data Flow Diagrams for the various modules.
- d. IS Audit Observations & VAPT/ Security Audits Points to be rectified by the selected bidder at no cost to the Bank.
- e. Hardware sizing/ Software specifications to be provided by the bidder.
- f. Source Code is to be submitted to bank for Source Code Audit.
- g. The details of necessary API's required along with other pre-requisites for the integration are to be shared to Bank to make provision of the same from Bank Team.
- h. Escrow Agreement to be arranged by solution provider/bidder, the modules for which ESCROW to be done, will be decided mutually during implementation. The applicable charges to be borne by the solution provider/ bidder.
- i. Service Level Agreement to be executed as per the format prescribed by the Bank.
- j. Bidders need to sign and submit the Integrity Pact.
- k. Performance Bank Guarantee must be submitted.
- l. The selected bidder has to do reconciliation with NPCI/ RBI/ or any other institutions reports as per frequency defined by RBI/ NPCI/ Bank.
- m. In addition to the above, the bidder has to perform any change/ development as suggested by NPCI, RBI and other regulatory bodies. These changes which might arise in the future shall include (but not limited to) offline CBDC, Programmable CBDC and cross-border payments.
- n. The selected bidder will be responsible for end-to-end development, implementation, support and maintenance of the entire CBDC solution (Retail & Wholesale).
- o. Bank will provide hardware (Compute, memory, storage), for Production (DC & DR) and UAT.
- p. The selected bidder to provide OEM/ OSD (Enterprise/ premium) support of Kubernetes, Kafka, Nginx and any other required software configurations and necessary MAF should be provided for this software. The selected bidder should comply OSD/ OEM software Licensing policy and also provide enterprise support of these third-party software. For remaining third party software wherever support is available from OSD, the same needs to be provided by the bidder. In case OSD does not provide support, the bidder should provide the required support for the third-party software to ensure on-site support for resolving software related issues, including re-installation of required software for the proposed solution and installation, maintenance and patch upgradation of the same whenever required.
- q. NPCI will provide all required Binaries/ Images for DTSP and will provide the necessary support for installations and setup.

- r. Bidder should factor at least 10% yearly growth in the concurrent users, during the contract period.
- s. The bidder has to calculate cost of the licenses required as per Hardware Sizing specification required for proposed solution as per NPCI recommendation and same shall be quoted in commercial.
- t. Bidder must ensure that all the Data should be handled in compliance to Digital Personal Data Protection Act 2023. Any breach in compliance of the said act will attract penalty as per the provisions of the act.

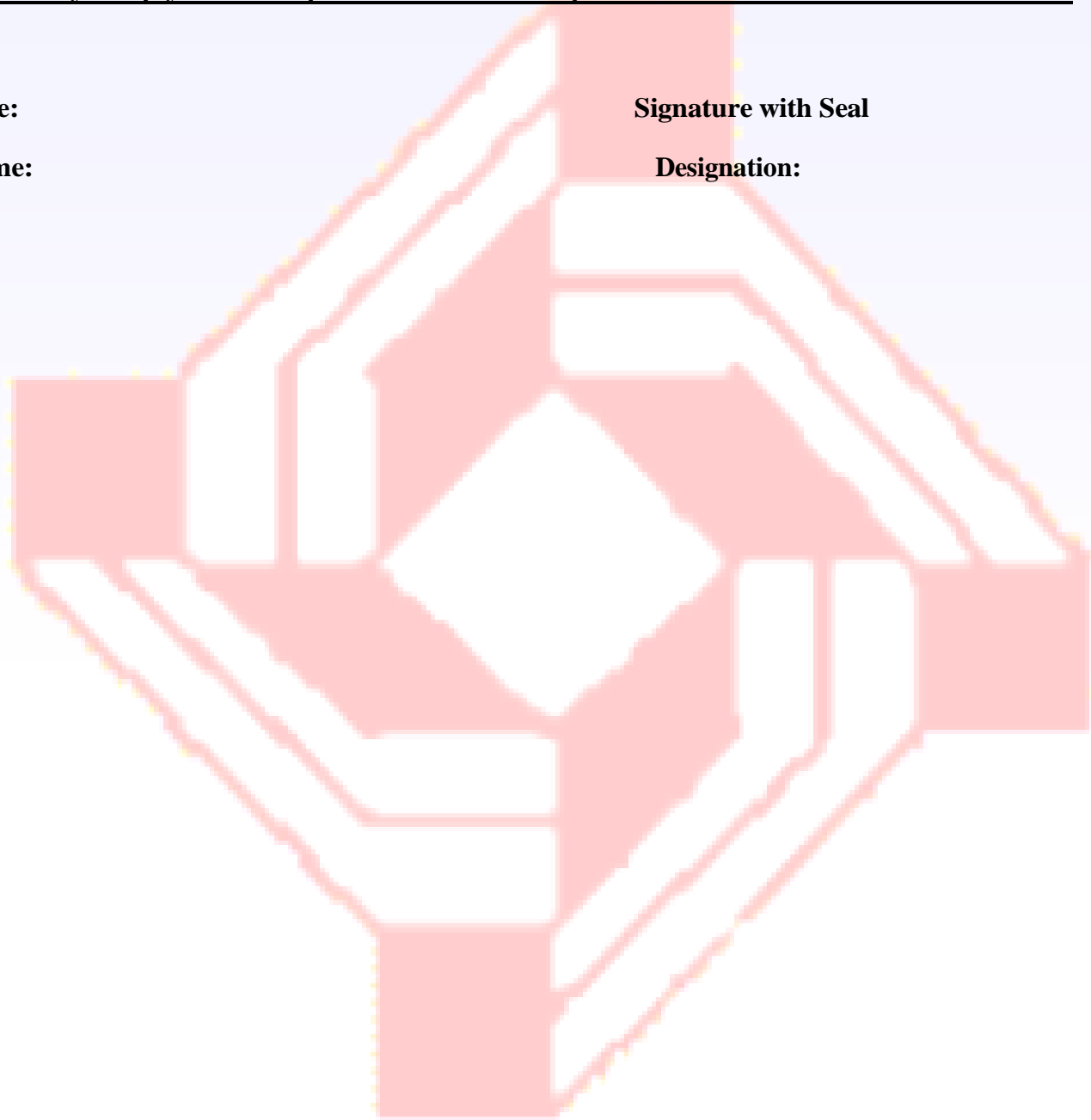
We hereby comply with each point of the above Scope of Work mentioned under Annexure-2

Date:

Signature with Seal

Name:

Designation:



Annexure-3 Technical Evaluation Criteria

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

Table – A Technical and Functional Requirements

Sl. No.	Descriptions/ Specifications	Compliance (Yes/No)
	<u>Architecture</u>	
1.	The proposed solution must support on premise deployment.	
2.	Proposed solution must be able to consume NPCI SDK and provide a mobile application as desired by the Bank.	
3.	The proposed solution must have capability to manage token life cycle as per NPCI guidelines	
4.	The proposed solution must have capability to manage user life cycle and KYC management like creating user, blocking user, unblock user, reporting user as fraud, user KYC registration delinking KYC, etc as per NPCI guidelines.	
5.	The proposed solution must create, verify VPAs and it should fetch details of the customer basing on the VPA.	
6.	The proposed solution must transfer tokens from payer to Payee subjected to authenticity of Payee, vice versa and update the wallet balance.	
7.	The proposed solution must support transferring of amount between wallet and the customer accounts.	
8.	The solution must support linking/ de-linking of accounts with VPA and fetch the accounts linked with a user/ mobile number and setting an account as default account.	
9.	The solution must support dispute management as per NPCI guidelines.	
10.	The solution must support recovery of the Wallet.	
11.	The proposed solution must facilitate both Direct Pay and Collect Pay transaction initiation by the PSPs and processing the transaction through any channels like IMPS, AEPS etc.	
12.	The proposed solution must be tightly integrated with PSO and DTSP solution.	
13.	The solution must send/ receive/ fetch details from DLT layer and update/ reconcile tokens with DLT layer.	
14.	The solution must support fetch/ check Keys and rules from	



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	PSO.	
15.	The solution must interact with PSO for Pay/ Collect requests and checks the transaction status.	
16.	The solution must interact with for Issue, Redeem, Transfer of tokens.	
17.	The solution must be horizontally/ vertically scalable without any extra license cost to the Bank.	
18.	The solution must support of software based HSM, physical HSM of any make for encrypting messages/ transactions within the system or with DTSP/ PSO.	
19.	The proposed solution must provide Reconciliation capabilities apart from default NPCI reconciliation framework.	
20.	The vendor must have capability to provide L1, L2 support for DTSP solution.	
21.	The vendor must have expertise in managing & supporting modern DBs and tools (as prescribed by NPCI).	
22.	The proposed solution must provide web portals, dash boards to the Bank.	
23.	The proposed solution must support concurrent processing (multiple instances) and dynamic and intelligent routing to backend service instances	
24.	The solution must support modern security standards.	
25.	The proposed solution must pass rigorous vulnerability tests.	
26.	The proposed solution must track system for failed authentications and/ or violations to identify and analyse patterns and potential threats	
27.	The solution must provide filtering facilities for sensitive/ confidential data and take actions accordingly	
28.	The solution must support system level monitoring/ alerting/ auditing/ logging	
29.	The solution must have the facility to provide reports to the Management.	
30.	The bidder must be able to manage & support the DTSP node with NPCI proposed Technology stack components or equivalent.	
31.	The bidder must be able to manage & support the RTSP node with NPCI proposed Technology stack components or equivalent.	
32.	The bidder must ensure scalability of solution as per bank/ regulatory requirement	
33.	The bidder must ensure to meet case of any additional requirement proposed by NPCI/ RBI during the project	
34.	The bidder must close all the security audit observations, conducted by internal/ external auditors of the Bank, at no cost to the Bank and within the timelines specified by the Bank.	
35.	The bidder must install and maintain the supporting software as per the specification on Olympic Node by NPCI	

Note:

Each technical points will carry 1 marks each.

In case the bidder does not have the immediate capability for any of the above proposed Technical and Functional specifications then the bidder must give an undertaking stating the readiness of the same during the course of the project implementation.

Table – B Consolidated Score for Relative Technical Evaluation (RTE):

Sl. No.	Particulars	Maximum Marks	Bidder's reply with supporting documents
1	Bidder's Capabilities, Past Experiences as per Annexure-3(A)	40	
2	Presentation of the bidder on approach, work plan and methodology as per Annexure-3(B)	25	
3	Compliance of Technical & Functional Requirements as per Table – A of Annexure 3	35	
	Total Marks	100	

Maximum Technical score is 100. So total marks obtained as per above criteria should be normalized to 100 as below.

$(\text{Obtained score under technical evaluation} / \text{Total Marks}) * 100 = \text{Technical Score (T)}$

Note: Minimum marks to be obtained by the bidder for qualification is 70 after normalization.

Terms & Conditions

- Bank reserves the right to conduct interviews of the proposed team members.
- In case of absence of the allotted resource, the standby should perform the job of the absentee.
- Bank may reject such manpower if bank is not satisfied with his/her performance.

Annexure-3(A)

Bidder's Capabilities, Past Experiences

Criteria	Sub Criteria	Evaluation Parameters	Max Scores	Bidder's Response
Bidder Capabilities, Past Experiences	Number of Banks Live/ Under process	CBDC solution implemented/ under implementation in Banks - (5 marks per Bank for go live and 3 mark per Bank for under implementation each-maximum 15)	15	
	Successful Implementation Experience	<ul style="list-style-type: none">Implemented within 6 months of PO issuance in any pilot Bank- 11 MarksImplemented beyond 6 months of PO issuance in any pilot Bank- 7 Marks	11	
	Relevant Technical experience	Implementation experience in Payment switch (UPI/ IMPS and any other NPCI integration)– at least 1 Schedule commercial Bank (per Bank implementation 3 marks- Maximum 9 marks)	9	
		On-premises CBDC RTSP solution implementation. (per Bank one mark each)- maximum 5 Marks	5	
Max – Relative Technical Evaluation Marks			40	

Annexure-3(B)

Presentation and Customer (references) feedback

Presentation and Customer (references) feedback		M ar ks
1	Presentation of the bidder on approach	20
2	work plan and methodology covering complete scope of work	5
Max – Relative Technical Evaluation Marks		25

Note: Documentary/Certification proofs are to be enclosed to substantiate the claims made.

Date

Name:

Designation:

Signature with seal

Annexure 4

Non-Disclosure Agreement

[On Firm's / Company's letter head]

(to be included in Part A –Technical Proposal Envelope)

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

This Agreement made at _____, on this ___ day of _____ 2024, BETWEEN

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

AND

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

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

WHEREAS:

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

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

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/ to be transacted between the Parties and/ or in the course of discussions and negotiations between them in connection with the Purpose.



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Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

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

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

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

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

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

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



**REQUEST FOR PROPOSAL (RFP) FOR
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contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

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

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

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

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

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

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

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and/ or suffered by the disclosing party arising out of breach of

confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

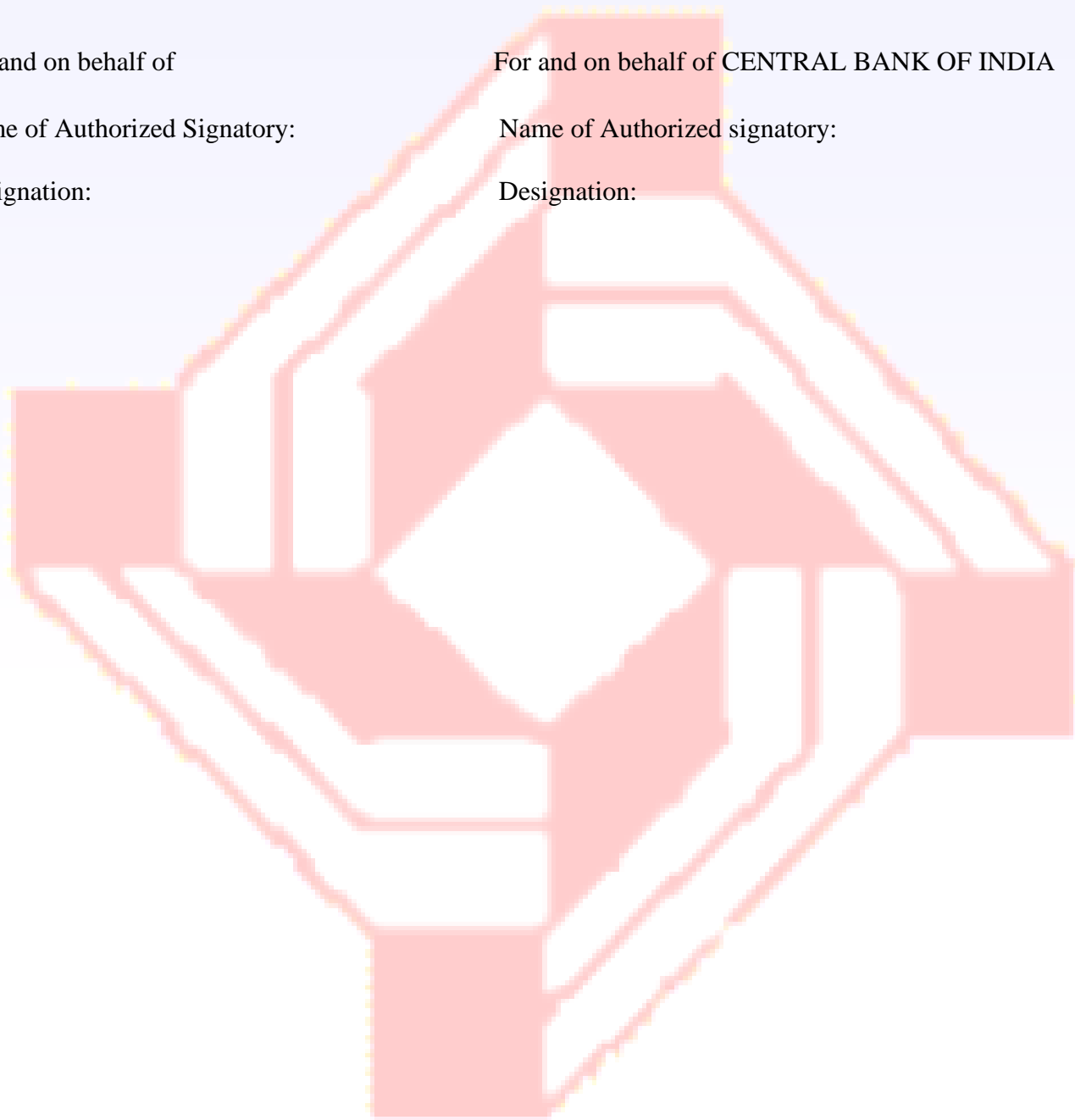
Name of Authorized Signatory:

Designation:

For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:



Annexure 5

Eligibility Criteria

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

We have carefully gone through the contents of the above referred bid and replies to queries and amendments and furnish the following information relating to Eligibility Criteria.

S. No.	Eligibility Criteria	Documents Required	Bidder's response and documents Submitted
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013 & operating for 2 years as on the date of RFP. The Memorandum of Association (MOA)/Article of Association (AOA) should contain about the line of business sought in RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) along with MOA/ AOA highlighting the line of business should be submitted.	
2	The bidder should have positive net worth as on 31/03/2024	Audited Financial statements	
3	The bidder should have implemented the proposed solution in at least 1 Schedule commercial Bank and application should be live as on 31/12/2024	Relevant Supporting Documents	
4	Certification Requirements (as per scope of the project)	The bidder should submit self-certified compliance Certificate(s) specifying that the technical solution provided by the bidder for proposed solution meets the required technical specifications	
5	Integrity pact	Vendor should submit Integrity pact as Annexure - E signed by their authorized signatory	

6	There are no pending cases against the bidder/ OEM involving cheating/ fraudulent activities. Details of such activities, if any, must be furnished to the Bank.	Certificate from company secretary or external auditor to be submitted	
7	The Bidder/ OEM should not be classified as a loan defaulter/ insolvent/ bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	Certificate from existing Bankers to be submitted.	
8	Bidder should not be partially or fully owned /controlled/ part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.	Declaration to this effect has to be submitted by the Bidder.	
9	The solution/ product offered should be compatible with all the guidelines issued by regulatory/ government bodies from time to time.	Declaration to this effect has to be submitted by the Bidder.	
10	Solution offered must be owned by the Bidder and must have its IP rights.	Undertaking of IP Rights to be submitted.	
11	The bidder shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 3 years of operation.	A declaration to this effect has to be submitted by the Bidder on its letter head. Bank may at its discretion require specific certificate at a later date.	
12	Bidder to certify and agree that all data generated as part of this program belongs to Central Bank of India and is our first party asset. The bidder cannot stake claim or monetize this consumer data along with the transaction behavior from third parties, without the explicit written approval from Central Bank of India.	Declaration to this effect has to be submitted by the Bidder.	
13	Bidder should also have internal control and audit measures in place.	Copy of latest Audit report from external auditor to be submitted in this regard.	
14	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners should not participate in the bid process.	Declaration to this effect has to be submitted by the Bidder.	
15	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.	

16	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 registration	
17	Bidder should have operating profit in any two (2) Financial year out of last 3 Financial year i.e. 2021-22, 2022-23, 2023-24	Audited Financial Statements	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/ certificates confirming compliance to Eligibility Criteria should be part of the bid.

Date
Name:
Designation :

Signature with seal

Annexure-6

Undertaking Letter

[On Firm's / Company's letter head]

(to be included in Part A – Technical Proposal Envelope)

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

- a. We understand that Bank shall be placing Order to the selected Bidder exclusive of taxes only.
- b. We also confirm that we have quoted the services with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- f. We also confirm that we have not changed the format of BOM.

Date
Name:
Designation:

Signature with seal

Annexure 7

Escalation Matrix

[On Firm's / Company's letter head]

(to be included in Part A – Technical Proposal Envelope)

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

Name of the Bidder Firm:

Service Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (if response not received in 4 Hours)					
c.		Regional/ Zonal Head (If response not received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

We will inform any change in designation, substitution immediately.

Date

Signature with seal

Name:

Designation:

Annexure 8
Bill of Material

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

Notes

1. These details should be on the letterhead of Bidder and each & an Authorized Signatory with Name and Seal of the Company should sign every page.
2. The base location for the project execution would be Mumbai.
3. The bidder will have to work as per the timings of the Bank.
4. Please be guided by RFP terms, subsequent amendments and replies to queries (if any) while quoting.
5. Do not change the structure of the format nor add any extra items.
6. No counter condition/ assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table – A

Price Details for Licensing Components for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution as per Annexure-2 (Scope of Work).

[Amount in Rupees]

S l . N o .	Details of the Licenses	Unit Cost (exclusi ve of taxes)	Tax for Column A		Total Cost (inclusiv e of taxes)
			T a x %	Tax Am oun t	
		A	B	C= A* B	D=A+C
1	RTSP Common Switch				
2	Bank Adaptor Switch				
3	Reconciliation Module				
4	Development and management of Base SDKs (Android & iOS) & Standalone Mobile Applications along with integration and support for				

	Third party services providers as per banks requirement				
5	One Time implementation Cost (Base Apps and SDKs with NPCI, Mobile Apps & Other components as per Scope of Work Annexure-2				
6	Merchant App (Android & iOS), SDKs and Portal with merchant user(s) and Bank admin(s) access				
7	Any other (Please specify direction)				
	Total Cost				

Note: One time implementation includes 100 Man Days per year of development /maintenance/ integration / customizations/ training (if any) as per the requirement of the Bank.

Table – B

Price Details for Onsite Resource Charges for CBDC Solution – Central Bank Digital Currency Solution as per Annexure-2 (Scope of Work).

[Amount in Rupees]

S l . N o .	Details of the Resour ces	Cost per resour ces (exclusi ve of taxes) per month	No of res our ces	N o of M on th s	Tota l cost (excl usiv e of taxe s)	Tax for Column A		Total Cost (includi ve of taxes)
		A	B	C	D=A *B* C	Ta x %	Tax Am ount	
						E	F=D* E	G=D+F
1	L1 Suppor t Executi ve		5	60				

	(24*7)							
2	L2 Support Executive		2	60				
3	L3 Support Executive		1	60				
4	Project Manager		1	60				
	Total Cost							

Note: 1. Bank may increase or decrease number of resources required as per its discretion.

2. Bidder may factor adequate resources as required to meet the SLA compliance without any extra cost to the Bank.

Table C: Charges for Change Request

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Charges Per Man-days [Excl. of taxes]	No. of Man-days	Total Charges for Man-days [Excl. of taxes]	Tax for Column C		Charges for Man-days [Incl. of taxes]
		a	b	c=a*b	d %tax	e Tax Amt	f=c+e
1.	Cost for any additional requirements/ additional customization/ enhancement during the entire		200				

	contract period						

Note: Number of Man-days mentioned above are indicative and over and above 100 Mandays as per Table A only. However, consumption of Man-days may vary from time to time in total.

Table – D

Price details for enterprise model of all environment supporting software components for a period of 5 year

Sl. No.	Details of the component required	Proposed software/ solution	Unit Cost (exclusive of taxes)	No. of units required for CBDC solution	Total Cost	Tax	Total (inclusive of Tax)
1	Load Balancer (Software)						
2	DLT Platform						
3	In-memory Database						
4	Persistent Database						
5	Orchestration						
6	Message Que						
7	Monitoring						
8	Frontend Application						
9	Container Registry						
10	HSM						
11	Any other (Please specify)						
12	Any other (Please specify)						

13	Any other (Please specify)						
		Total Cost					

Note:

1. The Table E is to be submitted by the bidder by providing all necessary supportive softwares required for implementation and smooth running of the CBDC solution as per guidelines from NPCI/ RBI and as per scope of work.
2. Supportive applications/ softwares should be compatible with the hardware and the CBDC solution.
3. The specifications of supporting softwares should be strictly as per guidelines received from NPCI/ RBI. Further, the supporting softwares should also be upgraded from time to time as per guidelines received from NPCI/ RBI.
4. Bidder should be able to provide back to back support from the OEMs/ authorized partners of OEMs of supporting software throughout the duration of the project.
5. Place cost as Zero if any item is not required.
6. If any additional item is required then specify and mention the cost in above table.
7. In case if any bidder quotes open-source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful licence/ subscription and 24*7 OEM support charges to ensure compliance with the service levels defined in the RFP.

Table- E Price details of AMC/ATS for the solution (1st Year under Warranty)

		Recurring Cost in ₹							
Sl. No.	Details of the Licenses	Unit Cost (exclusive of taxes)	Unit Cost (exclusive of taxes)	Unit Cost (exclusive of taxes)	Unit Cost (exclusive of taxes)	Unit Cost (exclusive of taxes)	Tax for Column A1:A5 (A)		Total Cost (inclusive of taxes) D=A+C
		First Year	Second Year	Third Year	Fourth Year	Fifth Year	Tax %	Tax Amount	
		A1	A2	A3	A4	A5	B	C=A*B	
1	RTSP Common Switch	NA							
2	Bank Adaptor Switch	NA							
3	Reconciliation Module	NA							
4	Development and management of Base SDKs (Android & iOS) & Standalone Mobile Applications along with integration and support for Third party services providers as per banks requirement	NA							
5	One Time implementation Cost (Base Apps and SDKs with NPCI, Mobile Apps & Other components as per Scope of Work Annexure-2	NA							

Sl. No.	Details of the component required	Unit Cost (exclusive of taxes) First Year	Unit Cost (exclusive of taxes) Second Year	Unit Cost (exclusive of taxes) Third Year	Unit Cost (exclusive of taxes) Fourth Year	Unit Cost (exclusive of taxes) Fifth Year	Tax for Column A1:A5 (A)		Total Cost (inclusive of taxes) D=A+C
		A1	A2	A3	A4	A5	Tax % B	Tax Amount C=A*B	
		A1	A2	A3	A4	A5	B	C=A*B	
1	Load Balancer (Software)	NA							
2	DLT Platform	NA							
3	In-memory Database	NA							
4	Persistent Database	NA							
5	Orchestration	NA							
6	Message Que	NA							
7	Monitoring	NA							
8	Frontend Application	NA							
9	Container Registry	NA							
10	HSM	NA							
11	Any other (Please specify)	NA							
12	Any other (Please specify)	NA							
13	Any other (Please specify)	NA							
		Total Cost							

Note: The cost of AMC for 2nd and 3rd year will be as per the above Table- D and it is optional for the Bank. Bank may issue Purchase order(s) at it's own discretion after the completion of 1st year.

Table –F

Total Cost for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution for 5 year Contract Period

[Amount in Indian Rupees]

Sl. No.	Details	Cost (Inclusive of Tax)
1.	Total Cost of Licensing Components as per Table-A	
2.	Total Cost of Onsite Resource Charges as per Table-B	
3.	Charges for Change Request – Table C	
4.	Price details for enterprise model of all environment supporting software components for a period of 5 year -Table D	
5.	Price details of AMC/ATS for the solution (1 st Year under Warranty)- Table E	
6.	Total Cost for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution for 5 year Contract Period (Sum of Sl. 1, 2, 3, 4 & 5)	

Undertaking

- I. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- II. We confirm that we have gone through RFP clauses, subsequent amendments and replies to queries (if any) and abide by the same.
- III. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- IV. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- V. We agree that the application softwares/ other components required for implementation of CBDC is strictly compatible and supported on Hardware/ Infrastructure required for CBDC as per Bank's

discretion on the basis of specifications provided by NPCI/ RBI/ any other regulators from time to time.

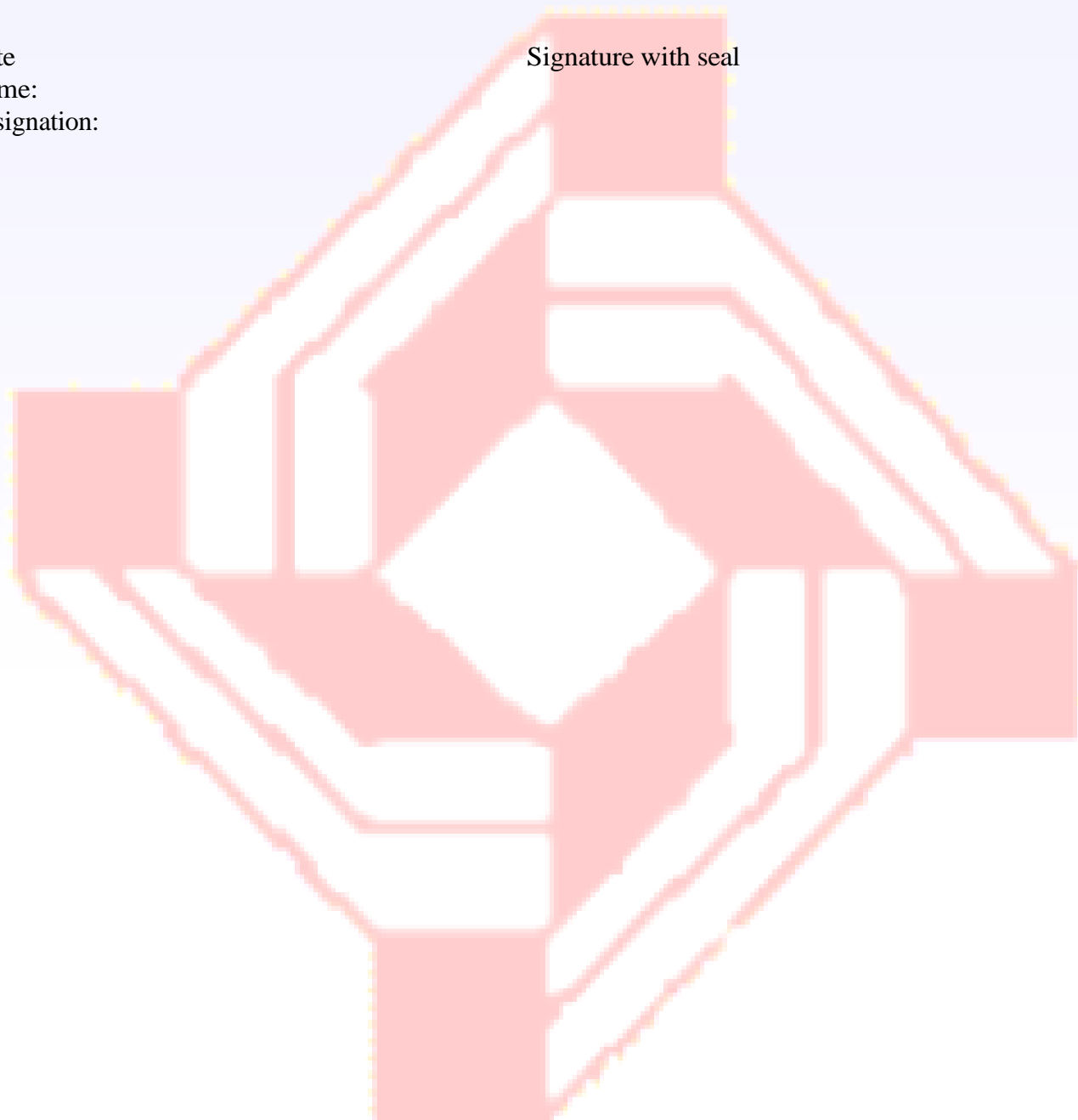
VI. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Date

Name:

Designation:

Signature with seal



Annexure 9

Make in India Certificate

Bidder's Reference No. _____

Date.....

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

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

Dear Sir/ Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Central Bank of India Tender No. dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:

_____.

2. We also understand, 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.

3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

[Signature of Authorized Signatory of Bidder] Date:
Name:

Designation: Seal

Annexure 10

Compliance Statement

[On Firm's / Company's letter head]

(to be included in Part A – Technical Proposal Envelope)

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 dated 07/04/2025

DECLARATION

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

Description	(Yes / No)	Remarks / Deviations if any
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

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

Date

Name:

Designation:

Signature with seal

ANNEXURE 11: Undertaking Of Information Security

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

Date: _____

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

Subject: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution

Sir,

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

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

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone

ANNEXURE 12: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"

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

Date: _____

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

Subject: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution

Sir,

With reference to above, wehereby furnish and confirm the details as given below:

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

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

Authorized Signatory Name:
Designation:
Email and Phone

Annexure 13: Hardware Sizing Requirement

Bidder need to submit sizing requirement along with bids in following format:

Sr No	Application/Database/Software/Utility/Tool as part of Scope of RFP	Location (DC/DR C)	Instance (Prod/Pre-Prod/Dev/UAT)	OS Deployment Category (Physical Server/VM/Container)	OS Type (like Windows, RHEL, OpenShift etc.)	No of OS Instance	Per Instance Hardware Requirement including OS utilization			
							No of physical Cores	Memory (In GB)	SAN Storage (In GB)	Object Storage (In GB)
1										
2										
3										
4										
5										
6										
7										
8										
9										

Rationale behind the Hardware Sizing: Bidder has to mention the Bid document no, Page number and clause number

Note:-

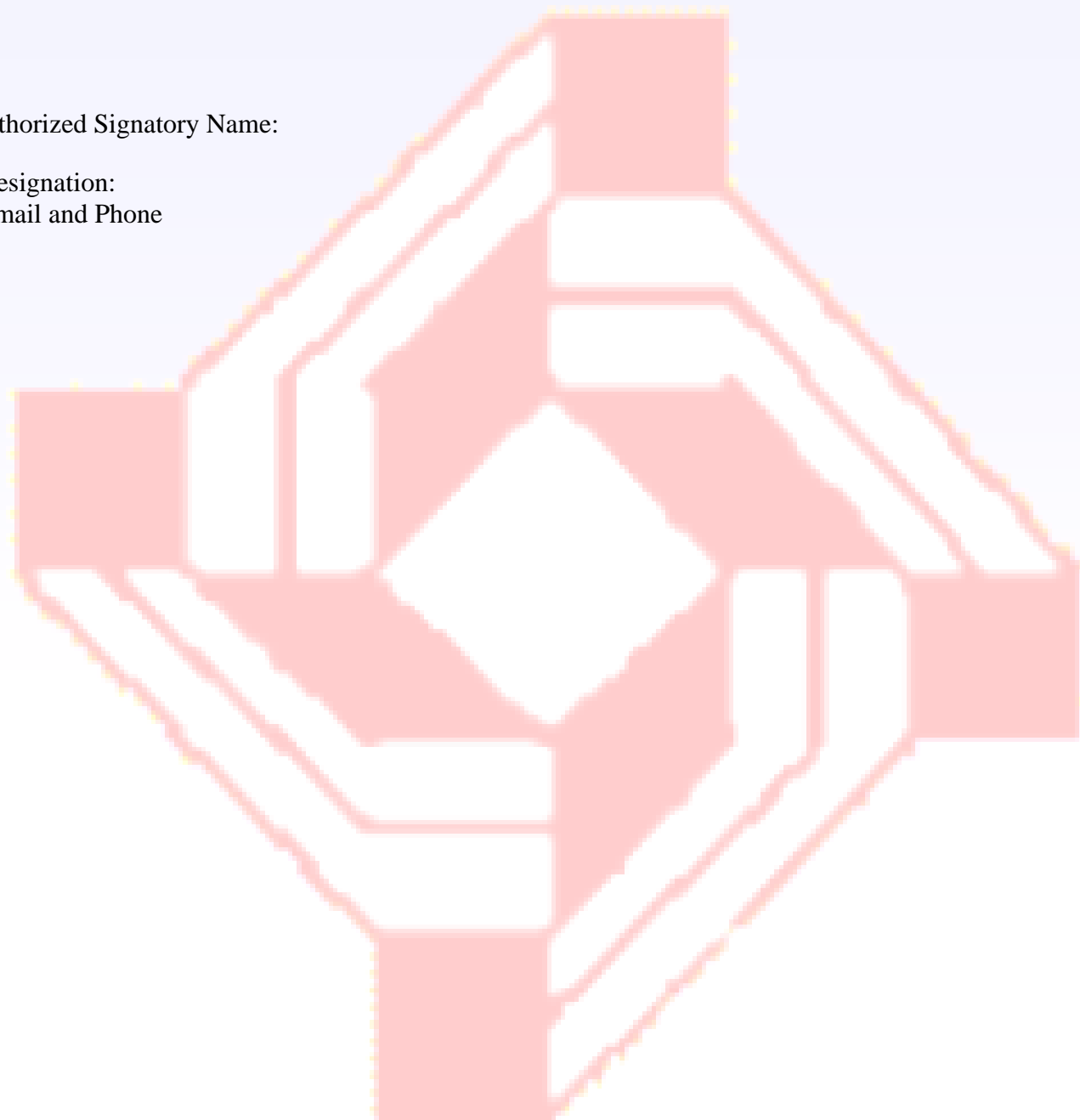
1. Bidder should add more rows as per the Hardware Requirement.
2. Bidder should provide a separate document as part of technical Bid submission on the rationale behind the hardware sizing (formula/logic out of the TPS shared by Bank)
3. No of physical cores is to be factored considering the latest Intel Xeon 6 processor else the processor name is to be clearly mentioned by the bidder
4. Separate row for each Application/Database/Software/Utility/Tool, each location (DC & DRC) and each Instance (Prod/Pre-Prod/Dev/UAT)

5. Additional resources (Core and Memory) is to be factored for various security and monitoring agents/tools to run in OS like HIPS, HEAL, Application Whitelisting etc.
6. Additional resources (Core, Memory and Disk) is to be factored for VM Hypervisor and Controller pane of Container platform

Authorized Signatory Name:

Designation:

Email and Phone



Appendix A

Instructions to be noted while preparing/ submitting Part A- Conformity to Eligibility Cum Technical 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. **All the Annexures should be submitted in Bidder's Letter Head.**

- 1) Index of all the documents submitted with page numbers.
- 2) 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 with supporting documents.
- 3) Bid Covering letter as per **Annexure-1.**
- 4) Compliance to Scope of Work as per **Annexure-2.**
- 5) Supporting documents for Technical Evaluation Criteria as per **Annexure-3.**
- 6) Non-Disclosure Agreement as per **Annexure-4.**
- 7) Compliance Statement as per **Annexure-5.**
- 8) Undertaking Letter as per **Annexure-6.**
- 9) Escalation matrix as per **Annexure-7.**
- 10) Masked Bill of Material as per **Annexure-8.**
- 11) Make in India Certificate as per **Annexure-9.**
- 12) Compliance Statement as per **Annexure-10.**
- 13) Signed Pre Contract Integrity Pact as per **Appendix-G** on non-judicial Stamp paper.
- 14) Tender Fee and EMD or Bid Security Declaration as per **Appendix-H**, whichever is applicable.

Appendix B

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. **All the Annexure should be submitted in Bidder's Letter Head.**

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

- 1) Bill of Material as per **Annexure-8.**

Appendix C

Authorization Letter Format

(To be presented by the authorized person at the time of opening of Technical Proposal/ Commercial Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

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

Dear Sir,

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/07 Dated 07/04/2025

This has reference to your above RFP.

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

Appendix D

Bank Guarantee Format for Earnest Money Deposit

(ON A NON-JUDICIAL STAMP PAPER)

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

Whereas _____ having its registered office at _____
(hereinafter called “the Bidder”) has to submit its bid dated _____ for
“.....” as specified in Schedule of requirement against Tender Reference No.
CO/ (hereinafter called “the Tender”)

KNOW ALL MEN by these presents that we _____ having our Corporate Office at
_____ (hereinafter called “the Bank”) are bound to Central Bank of India, (hereinafter called
“The Purchaser”) in the sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) for which payment well
and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

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

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

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

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

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

Notwithstanding anything contained hereinabove;

Our liability under this Bank Guarantee shall not exceed Rs. _____ /- (Rupees _____ only) This
Bank Guarantee shall be valid up to _____

We are liable to pay the guaranteed amount _____ or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____. After which the bank shall be discharged from its liabilities.

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

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

sd/- -----

Appendix-E

Proforma of Bank Guarantee for Contract Performance

(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 () a Company incorporated under the Companies Act, 1956 having its registered office at () (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 Rs..... (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 Rs.....

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 upto 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 including claim period).

8. Dated the day of, 2024

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 –F

Pre Contract Integrity Pact

(This has to be submitted in the non-judicial Stamp Paper)

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

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

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

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

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

- (5) 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.

(6) Section 8 – Independent External Monitor/ Monitors

- (7) (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.
- (8) (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.

- (9) (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.
- (10)(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:

Witness 2:

Name & Address

Name & Address

(11)-----

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;
- (12) d) If one owns or controls the other in any manner;
- (13) iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - (14)a) For Bank (entire CENTRAL BANK OF INDIA) while Executive Director (DP & TB) shall be the "Competent Authority" for the purpose of these guidelines, MD & CEO, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/ coke.
 - (15)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.
 - (16)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.
 - (17)d) For Zonal Offices only
 - (18)Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the 'Competent Authority' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the 'Appellate Authority' in all such cases.
 - (19)e) For Corporate Office only
 - (20)For procurement of items/ award of contracts, to meet the requirement of Corporate Office only, Head of Business Support Department (DP & TB) shall be the Competent Authority and concerned Executive Director (DP & TB) shall be the "Appellate Authority".
 - (21)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.
 - (22)
 - (23)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.
 - (24)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.
 - (25)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.

4. Suspension of Business Dealings

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

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

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

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

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

(26)i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

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

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

- (29)5.6 If the Agency concerned asks for 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. detailed
- (30)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.
- (31)6. Ground on which Banning of Business Dealings can be initiated
- (32)6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- (33)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;
- (34)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.;
- (35)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.

(36)7.2 There will be a Standing Committee in each Zone to be appointed by Zonal Head for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from DP & TB, BSD & Law. Member from DP & TB shall be the convener of the committee. The functions of the committee shall, inter-alia include:

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

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

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

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

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

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (DP & TB) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, DP & TB to place it before Executive Directors' Committee (EDC) with ED (DP & TB) as Convener of the Committee.

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

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

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

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

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

9 Show-cause Notice

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

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

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

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

Appendix-G

TENDER FEE AND BID SECURITY DECLARATION

(TO BE PROVIDED ON LETTER HEAD)

To,

Asst. General Manager

Central Bank of India

Digital Payment & Transaction Banking Department,

1st Floor, MMO Building, Homi Modi Street,

22, Fort Mumbai – 400 023.

SUB: RFP for Selection of Vendor for CBDC Solution – Central Bank Digital Currency Solution.

Ref: RFP 2025-26/01 Dated 07/04/2025

Dear Sir,

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of three years from being eligible to submit Bids for contracts with Central Bank of India.

Place:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

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