



REQUEST FOR PROPOSAL (RFP)

Selection of Service provider for End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) Years in Central Bank of India

**Resources Department
Central Bank of India**

**Bid Number: GEM/2026/B/8162703
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Abbreviations used in this document:

S. No.	Abbreviation	Full form
1	AMC	Annual Maintenance Contract
2	API	Application Programming Interface
3	ATS	Annual Technical Support
4	BFSI	Banking, Financial Sectors and Insurance
5	BG	Bank Guarantee
6	BOM	Bill of Material
7	CVC	Central Vigilance Commission
8	DB	Database
9	DC	Data Center
10	DD	Demand Draft
11	DIT	Department of Information Technology
12	DRC	Disaster Recovery Center
13	GeM	Government E Marketplace
14	GST	Goods and Service Tax
15	HO	Head Office
16	HSN	Harmonized System of Nomenclature
17	IEM	Independent External Monitor
18	IP	Integrity Pact
19	KYC	Know Your Customer
20	LD	Liquidated Damage
21	LEI	Legal Entity Identifier
22	LOI	Letter of Intent
23	MAF	Manufacturer Authorization Form
24	MII	Make In India
25	MTBF	Mean Time Between Failure
26	MTTR	Mean Time To Restore
27	NEFT	National Electronic Funds Transfer
28	OEM	Original Equipment Manufacturer
29	ORM	Operational Risk Management
30	OS	Operating System
31	OSD	Original Software Developer
32	OSO	Original Software Owner
33	PAN	Permanent Account Number
34	POC	Proof of Concept
35	PQ	Pre-Qualification
36	PSB	Public Sector Bank
37	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
38	RTGS	Real Time Gross Settlement
39	SLA	Service level Agreement
40	SOP	Standard Operating Procedures
41	SOW	Scope of Work
42	Bank/Purchaser/Central Bank Of India	Reference to the "the Bank", "Bank" and "Purchaser" Shall be determined in context and may mean without limitation "Central Bank of India and it's Subsidiaries".
43	CBS	Core Banking Solution
44	CCMS	Credit Card Management Solution or Credit Card Management
45	DI	Dual Interface
46	NDA	Non-Disclosure Agreement
47	NOC	No Objection Certificate
48	PBG	Performance Bank Guarantee
49	PO	Purchase Order
50	TCO	Total Cost of Ownership
51	TO	Technical Offer
52	UAT	User Acceptance Test
53	REST	Representational state transfer
54	SOAP	Simple object access protocol

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1. INTRODUCTION

A) About Central Bank of India

Central Bank of India, a Public Sector Bank has its Head Office at Nariman Point, Mumbai – 400021. The Bank has 4600 (+) branches, 13 zonal offices and 90 regional offices spread across the country.

Now, the Bank is looking for competent and experienced bidders for selection of vendor for Credit Card end-to-end management solution.

This invitation of bids is open to all companies having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria as mentioned in bid document (Annexure-C)

The successful bidders would be selected by this RFP and an agreement would be entered into with the successful bidder/s for a period of Five years and may be extended by another 5 (Five) years with same terms and conditions.

B) About RFP

- i. The Bank intends to on-board vendor for End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) Years in Central Bank of India as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.
- ii. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the solution, unless a purchase order or notification of award is published by Central bank of India if any, as an end result of this RFP process. The provision of the solution is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.

C) Objective

- i. Central Bank of India invites bids from reputed Bidders to submit their response who fulfils the Pre-Qualification Criteria
- ii. The Bidders satisfying the Qualification Criteria as per the RFP and having experience in End-to-End Management of Credit Card Management Software Solution in the Scheduled Commercial Banks in India may respond (Annexure-C).

D) Requirement Details

- i. Bank invites proposal/offers in GeM portal from prospective bidders for End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) in Central Bank of India as per the terms & conditions, scope of work and functional & technical specifications/requirements described elsewhere in this document. This tender consists of requirement as given below:

Sl. No.	Description of Activity	Duration
1.	End-to-End Management of Credit Card Management Software Solution under OPEX Model	5 years

- ii. The term of contract will be for a period of Five (05) years. However, Bank reserves the right to have an annual review on completion of every year from the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.
- iii. The detailed implementation plan will be discussed and agreed by the Bank with the selected Bidder, covering the scope of work and key deliverables as defined in this RFP. However, the selected Bidder has to comply with the timelines explained elsewhere in this document.

E) Participation methodology

- i. In this RFP 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. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.

- ii. 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 RFP for the same solution. If participated, the both bids are liable for rejection.
- iii. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.
- iv. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate for the proposed solution as per Annexure-X (Manufacturer Authorization form)

F) Pre-Qualification Criteria

- i. Interested Bidder's meeting the Pre-Qualification Criteria as mentioned in Annexure-C of this RFP, may respond.
- ii. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- iii. Central Bank of India, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

G) Technical / Functional Requirements

The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-T and adhere to the guidelines issued by RBI and other Regulatory bodies related to CCMS Solution. The bidder should also maintain confidentiality of information shared with them during the tenure and post-tenure of the contract.

H) Technical Commercial Evaluation Process

- i. The Techno-Commercial evaluation process will consist of two stages:
 - a. Technical Evaluation
 - b. Commercial Evaluation
- ii. The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of bidder and can be summarized in the following points.
- iii. The technical proposal evaluation shall be performed first to identify the list of bidders as per Annexure P & T.
- iv. Commercial bids of bidders scoring less than 70% marks in Technical evaluation criteria (as per Annexure P & T) will not be considered for selection process, and will not be opened.
- v. Each qualified bidder in Technical Evaluation shall be assigned a Technical Score (T).
- vi. The Commercial bids of only those bidders, who have been assigned with a Technical Score (T) after technical proposal evaluation, would be opened.
- vii. The bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the bank as per Bill of Material (Annexure F).
- viii. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30 respectively.
- ix. After completion of Commercial Bid evaluation, the Commercial Bid will comprise of the Total Cost for Bank and break-up of their final price as per Annexure F.
- x. The final selection of the bidder will be based on the QCBS (Quality and Cost Based Selection). Weightage for Technical Score and Commercial is explained in point 8.

xi. Sample evaluation process is shown below:

Techno-Commercial Score assessment:

QCBS Calculation*	
Formula	$[[X_t.(T/ T_{high} * 100) + X_c.(C_{low} / C * 100)]]$
T	Total Technical score awarded to the Service provider
T _{high}	Highest Technical score achieved for the Bid
C	Price Offered By Bidder
C _{low}	The lowest of all Price offered (L1 Price)
X _t	Weightage for technical evaluation
X _c	Weightage for commercial evaluation

*The QCBS Calculation is system generated as per the GeM norms.

For example – There are three Bidders X, Y and Z

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (say X) in Technical evaluation as 100. Technical score for other Bidders (Y, Z, etc.) will be computed using the formula marks of other Bidders (Y, Z, etc.) / Marks of highest scorer (X)*70 as in table below.

Similarly, Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say Z) as 100 as per Annexure.

Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder *30.

A “Combined score” will be arrived at, taking into account marks scored in Technical Bid evaluation and the commercial quotes with a weightage of 70% for the Technical Bid and 30% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score.

S. No.	Bidder	Technical Evaluation (T)	Nominal Bid Price in INR Cr (C)	Technical Score	Commercial Score	Combined Score (Out of 100)
1.	X	95	75	$95/95*70 = 70.00$	$55/75*30 = 22.00$	$70.00+22.00 = 92.00$
2.	Y	90	65	$90/95*70 = 66.32$	$55/65*30 = 25.38$	$66.32+25.38 = 91.70$
3.	Z	85	55	$85/95*70 = 62.63$	$55/55*30 = 30.00$	$62.63+30.00 = 92.63$

In the above example, Bidder Z with highest score becomes the successful Bidder.

On combined score if there is a tie, the Bidder with the higher Technical score will be awarded the assignment and 4 decimal points shall be considered for calculation of combined score.

2. Adoption of Integrity Pact

- 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.

- ii. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- iii. The Bidders shall submit signed Pre Contract integrity pact (Hard Copy) as per Annexure–L. Those Bids which are not containing the above are liable for rejection
- iv. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- v. 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.
- vi. Integrity Pact in respect of 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.
- vii. 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.
- viii. 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.
- ix. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- x. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Shri Nirmal Anand Joseph Deva Email : meghanadeva2022@gmail.com	Shri Anant Kumar Email : anant_in@yahoo.com
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3. Definition

- i. 'Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Central Bank of India, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- ii. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- iii. 'RFP' means Request for Proposal for "Selection of Service provider for End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) Years" in Central Bank of India.
- iv. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- v. 'Solution' or "Services" means "End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) Years" in Central bank of India as per RFP terms.
- vi. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- vii. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process.
- viii. 'TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST/ GeM Sanction order issued by the Bank.
- ix. 'Successful Bidder'/ 'Selected Bidder/ 'H1 Bidder' means the Bidder who is found to be the highest scoring Bidder after conclusion of the techno-commercial bidding process, subject to compliance to all the Terms and Conditions of the RFP.

4. Invitation of Tender Bids

Central Bank of India invites bid document for selection of vendors for Credit card end to end maintenance solution of EMV Contact Cards, EMV Contactless cards, Dual Interface Cards etc.

The Bank is adopting bidding process as per the GeM portal guidelines for selection of the Bidder for award of the Project. The process involves technical qualification of bidders. Amongst technically qualified bidders the process for commercial evaluation through QCBS.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid.

The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder. The RFP Document can be downloaded from GeM portal <https://bidplus.gem.gov.in/bidlists> and Bank's Website www.centralbankofindia.co.in

5. General Scope of Work

- i. The Bidder shall provide a complete end-to-end CCMS and all modules and services required to make the solution operational.
- ii. The proposed service shall cover the complete card lifecycle, switch and authorization, fraud management, settlement, reconciliation, accounting, reporting, integrations, security, hosting, implementation, operations and support within the responsibility boundaries stated in this Scope of Work.
- iii. The Bidder shall submit a detailed solution design and responsibility matrix identifying Bidder, Bank and third-party responsibilities and all dependencies required for service delivery.

6. Detailed Scope of Work

1. Credit Card Business and Customer Lifecycle Management

1.1 Product Capabilities and related Functionalities

- i. The Solution shall support creation, configuration and management of multiple credit card products, variants and schemes, including retail, commercial, co-branded, affinity and closed-user-group programmes, across RuPay, Visa, Mastercard, and other card networks which may be adopted by the Bank.
- ii. The Solution shall also support issuance of multiple credit card products to a single customer under an overall customer limit, including principal, add-on card hierarchies with configurable card-level sub-limits.
- iii. The Solution shall support integration with Bank-approved sourcing channels and LOS.
- iv. The Solution should provide real-time interface for Bank to be able to configure products, pricing, fees, interest rates, billing cycles, transaction controls, MCC rules, limits, delinquency parameters, rewards, EMI programmes, customer segments and offers through parameterization, without source-code change where the underlying platform capability exists.
- v. The Solution shall provide API's to bank for extracting information or services to drive programme management, offer management and campaign management capabilities, including customer segmentation, spend stimulation, activation, cross-sell, upgrade, EMI conversion, balance transfer, accelerated rewards, cashback and merchant-funded offers through various program managers sourced by Bank.
- vi. Solution should be able to provide data to support creation of reports & MIS to analyze spend, MCC, channel, limit utilisation, revolving behaviour, delinquency, BIN, product, merchant and period, incremental spend, and interest-bearing balances.
- vii. The Solution shall support concurrent co-brand, fintech including partner identifiers, partner-specific BIN and product mapping, fees, rewards, offers, revenue share, partner-funded rewards/ offers, customer journeys, branding, MIS, reconciliation and settlement.
- viii. Partner access shall be logically segregated so that a partner cannot access or infer another partner's or a non-partner cardholder's data.

1.2 Card Issuance, Activation and Lifecycle

- i. The Solution shall support card-account creation, scheme-wise issuance, , Green PIN generation and regeneration, and activation through Bank-approved channels.
- ii. The Solution shall support add-on cards, Virtual Cards, renewals, reissuance, replacements, upgrades, downgrades, product conversions, expiry, lost or stolen cards, damaged cards, compromised cards, hotlisting and closure.
- iii. The Solution shall generate and securely transmit all files and instructions required by the Bank's designated card personalization,& printing and dispatch vendor.
- iv. The Solution shall prevent unsolicited cards, upgrades and limit enhancements without explicit customer consent and shall support regulatory controls for inactive-card activation, closure and customer or CIC intimation.
- v. The Solution shall support customer-requested closure through Bank-approved channels, subject to dues clearance.

1.3 Card and Account Servicing

- i. The Solution shall support end-to-end card and account maintenance, including credit-limit enhancement or reduction, temporary limits, domestic and international usage controls, channel-level limits and card-status changes.

- ii. The Solution should support domestic or international and ATM, POS, e-commerce and contactless controls, international end date and sub-limit, limit management, standing-instruction management, permitted customer-detail updates and MCC controls.
- iii. Customers and authorised Bank users shall be able to enable or disable ATM, POS, e-commerce, contactless and international usage; set applicable sub-limits; and configure an end date for international usage with automatic reversion on expiry.
- iv. The Solution shall support temporary block or unblock, hotlisting, insurance flags, MCC whitelisting or blacklisting, updation of permitted customer details, request for card variants or add-on cards and status tracking.
- v. The Solution should provide servicing access to the Bank's 24x7 call centre for hotlisting and cardholder, branch and agency enquiries.
- vi. The Solution should support Card Control services made available by regulator/ RBI, as required by the Bank.
- vii. The Solution shall provide a consolidated customer, card and account servicing view covering status, limits, balances, transactions, statements, payments, EMI, disputes, delinquency, service requests and recent interactions.
- viii. The solution should have all required APIs/ SDKs for performing these above-mentioned applications through Bank's customer-facing channels, such as Mobile Banking, IBS, etc.

1.3.1 CMS Portal

- i. Bidder to provide a web-based CMS portal (integrated with Bank's single sign authentication system) to Branches/Offices for view and updation of credit card details. The following are the salient features of the portal.
 - a. Maintenance of card master data.
 - b. Integration with Bank's Lending platform for fresh issuance and updation of cards limits.
 - c. Provision to display master data to a user.
 - d. System should have maker checker facility for all financial and non-financial transactions and master updation /creation /modifications.
 - e. Provision to block/unblock card with maker-checker facility
 - f. Provision hotlist the card with or without maker-checker facility
 - g. Provision for lodging disputes of failed transactions, enabling global usage of card facility, enabling revolving repayment facility.
 - h. Provision to change the billing date of a customer should be available as front-end option.
 - i. System should have provision to maintain standing instruction in package.
 - j. System should have provision for Customer Grievance Management.
 - k. System should have provision for Collection Management for SMA and NPA customers.
- ii. Other Features:
 - a. 360-degree view of card account like profile of customer, image of card, current outstanding amount, last payment made, credit limit, card limit, reward points, features of card etc.
 - b. View of unbilled transactions
 - c. Statement of previous periods
 - d. Display of transactions history for a period
 - e. Display of payment history for a period
 - f. Add-on card details / provision to deactivate add on card.
 - g. Hot list the card/request reissuance of card.
 - h. Change of limit within overall limit
 - i. Enable international usage of cards
 - j. Manage PIN
 - k. View of Spend analysis of transactions by way of various reports based on MCC Code and other transaction parameters.
 - l. Balance transfer request
 - m. Card upgrade request
 - n. Card increase limit request
 - o. Activate/Deactivate Card
 - p. Channel Enable Disable (ATM/POS/ECOM/NFC) and limit management
 - q. Provision to integrate with Bank's third-party products like health insurance, life insurance, general insurance, etc.
 - r. Provision to convert the billed/unbilled /total billed amount to EMI.

1.4 Billing, Statements, Fees and Interest

- i. The Solution shall support product-level configurable billing cycles, multiple cycles, customer-selected cycle dates, cycle changes through permitted channels where required.

- ii. The Solution shall generate statements in Bank-required print and digital formats, including password-protected PDF e-statements, and shall transfer the same to Bank/ Bank-approved vendor in the correct bank-approved formats to enable e-mail, SMS and hard-copy statement workflows through the Bank's designated communication and printing vendors.
- iii. Statements shall support display of billed and unbilled items, Loan, EMI and Balance Transfer instalments, reward-point information, masked card number, product variant, GST breakup, APR, interest-free period and applicable interest-calculation methodology or any other bank customizations
- iv. The Solution shall support configurable Minimum Amount Due (MAD) and payment due-date logic for Normal, and SMA accounts and consent-based over-limit treatment as prescribed by the Bank and applicable regulations.
- v. The Solution shall calculate and post interest, finance charges, late-payment fee, GST, ATM or cash-advance fee, over-limit fee, rental or mark-up fee, MCC-based surcharge and other Bank-configured charges.
- vi. The Solution should be able to maintain and waive, at product or customer level, joining, annual, inactivity, EMI, cash advance, renewal, hotlisting, transaction, balance-enquiry, PIN-regeneration, petrol or railway surcharge, replacement, lost or stolen, damaged-card, add-on-card, late-payment, over-limit, cheque or ECS or NACH bounce, hard-copy statement, duplicate statement, cheque-return and other service fees.
- vii. The Solution should have the ability to prevent prohibited capitalization of interest on unpaid charges, levies and taxes and shall apply billing rules in accordance with applicable regulation.

1.5 Payments, Refunds, EMI and Balance Transfer

- i. The Solution shall accept credit-card payments on a 24x7 basis through all bank-enabled channels and, on successful receipt, update the card account and release the corresponding available limit in real time.
- ii. The Solution shall integrate with Bank's systems/ vendors to trigger transactional alerts via SMS/ e-mail, WhatsApp, etc.
- iii. The Solution shall support acceptance of standing instructions/ Mandates/ NACH/ ECS for Minimum Amount Due, Total Amount Due and customer-specified amounts, and shall support real-time card payments received through payment gateways and other real-time funds-transfer channels.
- iv. The Bank shall be able to configure the priority of appropriation of card payments and have capability to configure the same in the system based on IRAC/ other details of the card through interface.
- v. Refunds shall be linked to original transactions wherever applicable. Credits arising from refund, failed or reversed transactions shall be adjusted against payment due with required notification and data shared.
- vi. The Solution shall support transaction-to-EMI for billed and unbilled transactions, EMI creation, servicing, closure, pre-closure or foreclosure, applicable fees and amortisation, and balance-transfer instalments.

1.6 Delinquency, Collections and NPA Management

- i. The Solution shall support daily DPD ageing and classification across Normal, SMA-0, SMA-1, SMA-2 and NPA categories, including Sub-Standard, and Loss, in accordance with applicable IRAC norms.
- ii. The Solution shall automate DPD movement, asset upgrade or downgrade, provisioning, treatment of unapplied interest or charges, OTS, write-off, predictive classification where required, and day-end processing, with maker-checker-controlled manual intervention and complete audit trail.
- iii. The Solution shall provide point-in-time delinquency and NPA status for any required date and integrate with CBS, , Card Origination System and other Bank-designated systems for NPA marking, reporting and percolation.
- iv. The Solution shall support reporting of PA & NPA status and subsequent eligible regularisation or closure to applicable Credit Information Companies or credit agencies in accordance with Bank instructions and regulatory requirements.
- v. The Solution shall integrate with Bank's systems to support Recovery Agent mapping, maintenance and performance evaluation based on Bank-defined metrics.

1.7 Disputes, Complaints and Customer Communications

- i. The Solution shall support the complete dispute lifecycle, including presentment, re-presentment, retrieval, chargeback, pre-arbitration or pre-compliance, arbitration or compliance, ombudsman and consumer complaints on VISA, MasterCard and ODR Portal of RuPay and any other card networks as may be adopted by the Bank.
- ii. The Solution shall detect and manage unauthorised, mismatched, late and duplicate presentments; age unmatched transactions; cancel or release authorisations based on configurable rules; and support automated or manual dispute processing, document linkage, response tracking and scheme transmission.
- iii. The Solution shall support provisional or final credits, suspension or reposting of disputed transactions, temporary waiver of related fees, refunds, dispute information on statements, timeline alerts and dispute or chargeback reconciliation.
- iv. The solution shall be capable of handling disputes, registration and tracking through Mobile Banking, Internet

Banking, WhatsApp, chatbot, branch portal and other Bank-approved channels, with support for UDIR and other mandated dispute frameworks.

- v. The Solution shall trigger transaction alerts data and other customer communications for execution through SMS, e-mail and Bank-approved channels.

2. Switching, Authorization, Authentication and Fraud Management

2.1 Card Switch, Network and Transaction Processing

- i. The Bidder shall provide and operate the card switch, authorisation host and network-management services required for the Bank's credit card business, including connectivity to RuPay, Visa, Mastercard, and other Bank-approved networks and EFT switches, if required by Bank.
- ii. The switch shall support single-message and dual-message processing and transactions across ATM, POS, Mobile, Internet, e-commerce, m-commerce, electronic funds transfer and other Bank-approved channels.
- iii. The Solution shall support distinct transaction, authorisation, billing and settlement currencies as required by the Bank and applicable card schemes.
- iv. The Solution shall have the capability to support ON-US routing to the host, rule-based issuance, configurable routing, interchange and routing-fee handling, and online or offline application of applicable transaction and service charges, if required by the Bank.
- v. The Solution shall support cash withdrawal at ATM and permitted cash or purchase transactions at POS and EDC terminals, subject to RBI, card-network and Bank rules.
- vi. The Solution shall support authorisation based on card status, available limit, VIP or Bank-defined flags, channel, BIN, MCC, transaction amount, country, risk score and other configurable parameters.
- vii. Card limits shall be updated in real time for authorisation, transaction posting, payments, reversals and other events affecting available credit.
- viii. The Solution shall support automatic reversal and re-credit for unsuccessful transactions and reconcile transactions where reversals or host responses are missing, with prompt correction after reconciliation.
- ix. The Solution shall support existing and future UPI products, including UPI payments through credit cards, subject to applicable Bank, NPCI and regulatory requirements. All future UPI capabilities will be delivered as change request.

2.2 Fraud Risk, Transaction Monitoring and AML

- i. The Bidder shall be capable to provide a real-time Fraud Risk Management module tightly integrated with the card switch, host and authorisation module.
- ii. The FRM shall support configurable velocity checks, negative lists and rules by channel, BIN, card, MCC, merchant, geography, amount, risk score and other Bank-defined parameters, with capability to decline, step-up, hold or alert transactions.
- iii. The Bidder shall configure Bank-defined fraud strategies and industry or card-network best practices and shall provide online fraud monitoring, remedial workflows, fraud categorisation, case information and MIS.
- iv. The Solution shall provide necessary data to analyse exposure, risk and fraud-management information.
- v. The Solution shall support dynamic financial risk-based authentication and adaptive fraud controls for card-present, card-not-present and other applicable transactions.

2.3 Tokenisation, e-Mandates and Emerging Payment Capabilities

- i. The Solution shall support Card-on-File Tokenisation and other applicable tokenisation frameworks for credit cards in accordance with RBI and card-network requirements.
- ii. The Solution shall support acceptance of e-Mandates and recurring transactions, where applicable.
- iii. The Solution shall support current and future card-network and regulatory mandates, including tokenisation, EMV 3DS, 8-digit BIN changes, Standing Instruction mandates, BEPG and other applicable network changes during the contract period.

2.4 HSM, PIN and Cryptographic Services

- i. The Bidder shall provide HSM-based cryptographic processing required for PIN generation or verification, CVV generation or validation, key generation and management, encryption and other card-security functions.
- ii. HSMs shall be deployed with high availability, tamper-resistant logging, secure backup, application-level ACLs, privileged-access controls, secure key management, protection of physical HSM keys and integration with the Bank's SIEM or monitoring environment.
- iii. Decryption, PIN validation and other sensitive cryptographic operations shall be performed within the HSM, using secure PIN-block formats and Bank-approved cryptographic standards.
- iv. Bidder shall ensure payment - HSM (FIPS 140-2/3 Level 3) may be deployed logs must be tamper-proof; HSMs must be clustered for High-Availability; Access controlled via ACLs and a privileged Identity / access

management solution; Secure LMK (Local Master Key) management and disabling of weak PIN-Block output formats.

3. Integration, Data, Settlement, Accounting and Reporting

3.1 Enterprise and External Integrations

- i. The Bidder shall share APIs and support bank to integrate with the Bank's CBS, Mobile Banking, Internet Banking, UPI, ATM switch, IVR, ACS, CRM, LAS or loan systems, Card Origination System, , Loyalty Rewards, Transaction Monitoring, AML, Financial Accounting, Data Lake or MIS, digital platforms and other Bank-designated systems.
- ii. The proposed solution should also contain the application monitoring and infrastructure monitoring tool for better observability / monitoring of applications, servers, hardware, devices health etc.
- iii. The Bidder shall provide/ integrate through API/ offline with card schemes, LOS, card personalisation vendor, payment gateways, loyalty vendors, co-brand partners, partnered merchants, call-centre vendors and other Bank-approved third parties.
- iv. The Solution shall support real-time and batch exchange for transaction posting, customer or card updates, NPA information, payments, settlement, reconciliation and other Bank-defined processes.
- v. Interfaces shall be bidirectional where required and shall continue to operate when the Bank changes its call centre, loyalty vendor, payment gateway or other third-party provider during the contract period.
- vi. The Bidder shall be responsible for identifying detailed interface requirements and for developing, testing, deploying, monitoring and maintaining all interfaces managed by the Bidder, required for the proposed solution.

3.2 API and Interface Management

- i. The Solution shall be API-driven across modules, activities and functions wherever technically appropriate and shall support API, ISO, file and message-based integration as required by the Bank.
- ii. All required CCMS APIs, interface specifications and data dictionaries shall be provided to the Bank. The Solution shall also consume Bank or third-party APIs that conform to agreed message and security standards.
- iii. API security shall include strong application authentication, encryption, integrity protection, access control, logging and other controls required by the Bank.
- iv. Interfaces shall be automated with no routine manual intervention and shall include validation, data-quality checks, error handling, retry, reconciliation, transfer-frequency controls and operational monitoring.
- v. The Bidder shall support additional interfaces required by the Bank during the contract period.
- vi. The Solution shall support Bank SSO for staff access wherever required.

3.3 Clearing, Settlement and Reconciliation

- i. The Solution shall perform product-wise clearing, settlement and reconciliation in accordance with RuPay, Visa, Mastercard and other applicable network rules, including on-us and off-us transactions.
- ii. The Solution shall process and reconcile applicable scheme files, including Visa Base II, Mastercard IPM, RuPay settlement or BIN files and other network files introduced during the contract period.
- iii. The Solution shall calculate and reconcile interchange, MDR where applicable, network and routing fees, and shall reconcile transaction, authorisation, presentment, settlement, chargeback and other financial events, identifying matched, unmatched, duplicate, late and exception items.
- iv. The Solution shall also support reconciliation of reward-point accrual, redemption and adjustments where rewards are managed within the CCMS or through an integrated loyalty platform.
- v. The Bidder shall provide daily settlement and reconciliation reports and secure data files required by the Bank for credits, closed-card adjustments, disputes and other financial postings.
- vi. The Solution shall support clearing and settlement separately by transaction category or credit product and consolidated where required by the Bank.

3.4 Financial Accounting and General Ledger

- i. All CCMS modules shall integrate with the Bank's Financial Accounting System and support required GL and PL accounting, revenue recognition and accounting under applicable RBI IRAC norms.
- ii. The solution shall provide front-end UI application to Pass the required entries in Bank Financial Accounting System. The entries should be passed automatically through API based on authorization in front-end UI application
- iii. The Solution shall support daily accounting for regulatory asset-classification upgrades or downgrades and other Bank-defined accounting outputs.

3.5 Data Management, MIS and Reporting

- i. The Bidder shall provide all credit-card master, application, customer, account, transaction, billing, settlement, dispute, delinquency and other required data to the Bank in the Bank-accepted format, frequency and secure transfer mode.
- ii. The Solution should be capable to provide an easy-to-use ad-hoc reporting capability and configurable operational, business, portfolio, financial, delinquency, fraud, dispute, settlement and regulatory reports.

- iii. The Solution shall be capable to provide audit and inspection reports required by the Bank, RBI, MoF, statutory, concurrent auditors and other regulatory authorities.
- iv. At minimum, reporting shall cover authorisation success or failure, pick-up responses, offline transactions, CVV failures, declines, detailed transaction activity, international transactions, chargebacks, re-presentments, network settlements, and Bank-defined closing returns.

4. Technology, Security, Resilience and Compliance

4.1 Solution Architecture and Hosting

- i. The Bidder shall provide all software, hosting, infrastructure, platform, middleware, database, network, security and supporting components required to deliver the CCMS as an end-to-end managed service.
- ii. The Bidder shall ensure that all licenses of Hardware, software, devices, Middleware, web server, OD, Database etc are not freeware/open source and they have enterprise support.
- iii. The Bidder shall host the Solution on its own-premises.
- iv. The Bidder shall provide and maintain Production, Disaster Recovery, UAT and Staging environments in the approved hosting model, with named Bank access to UAT and Staging at all times and refresh using masked production data at least quarterly.
- v. The architecture shall support modularity, horizontal or vertical scaling, high availability, redundancy, automated failover where applicable and near-real-time replication between Production and DR.
- vi. The Solution shall support industry-standard message formats including ISO 8583, XML, formats and shall support required hardware, firmware, operating-system and middleware upgrades.

4.2 Security, Access Control and Audit

- i. The Bidder shall comply with applicable regulatory and Bank information-security policies and implement security controls across application, API, operating system, database, middleware, network and infrastructure layers to preserve confidentiality, integrity and availability.
- ii. The Solution shall provide role-based access, least privilege, maker-checker, privileged-access management where applicable, strong authentication, segregation of duties and complete audit trails for user, admin, parameter, transaction and configuration activities.
- iii. Bidder shall ensure MFA and role based access control / least privileged access control (with maker and checker + PIM / PAM) for all privileged / administrative access / actions into the CDE - both internal and external must be made mandatory across all components, using at-least two independent factors.
- iv. Audit trails shall capture additions, changes, deletions and parameter modifications, be protected against tampering and be retained and made available in accordance with Bank policy and regulatory requirements. Bidder shall ensure Tamper-evident audit logging with SIEM integration and appropriate retentions may be ensure for all components. It must encompass a strong audit mechanism including admin activities , full audit trails of additions / modifications / deletions/ parameter changes, Comprehensive logging of user activities (including APIs and 3rd party interfaces).
- v. Data transmitted between the Bank, Bidder and other stakeholders shall be encrypted using Bank-approved secure protocols. Sensitive or cardholder data at rest shall be protected using applicable encryption, masking or tokenisation controls.
- vi. APIs/ SDKs/ Mobile Applications/ Web Portals shall conform to applicable OWASP and Bank security requirements. The Bidder shall provide SAST, DAST and integrity or secure-build evidence as required by the Bank.
- vii. The Bidder shall close VAPT, IS Audit, AFI, statutory and other security observations within Bank-stipulated timelines and provide closure evidence.
- viii. Information provided by the Bank shall be accessed strictly on a need-to-know basis. The Bidder shall justify data requirements where justification is requested by the Bank.

4.3 PCI, EMV and Card-Security Standards

- i. The Solution and service shall comply with applicable PCI DSS, PCI PIN, PCI PTS, PCI HSM, PCI P2PE, EMV, EMV 3-D Secure and card-network security requirements throughout the contract period.
- ii. The Bidder shall comply with PCI DSS v4.0.1 or its successor and, for payment software where applicable, the PCI Secure Software Standard and Secure Software Lifecycle Standard or their successors.
- iii. The Bidder shall maintain all required card-network, scheme and security certifications for the managed service throughout the contract period.
- iv. The Bidder shall provide source-code integrity evidence or equivalent independent assurance from a CERT-In empanelled auditor when required by the Bank.

4.4 Regulatory and Data-Protection Compliance

- i. The Bidder shall comply with all applicable RBI directions, payment-system requirements, card-network mandates, DPDP Act 2023 and other legal, statutory and regulatory requirements applicable to the CCMS and services.

- ii. Without limiting the above, the Bidder shall comply with the RBI (Commercial Banks - Credit Cards and Debit Cards: Issuance and Conduct) Directions, 2025 and the RBI (Commercial Banks - Digital Payment Security Controls) Directions, 2026, as amended or replaced.
- iii. Bidder shall ensure RBI mandated non storage of full card data outside issuer/network platform.
- iv. All regulatory, statutory and card-network changes shall be implemented within the timeline prescribed by the issuing authority or within 30 days/ as per mutual agreement where no timeline is prescribed, subject to Bank-approved testing and production movement.
- v. Payment-system data and other data subject to localisation requirements shall be stored and processed within India in accordance with applicable RBI and Government requirements.

4.5 Availability, Backup and Disaster Recovery

- i. The bidder shall ensure compliance of all extant regulatory/RBI/Network guidelines pertaining to DC & DR Centers.
- ii. The Bidder shall maintain Production and DR environments with redundancy sufficient to avoid single points of failure in critical CCMS, switch, HSM and supporting services.
- iii. The Bidder shall maintain encrypted backups, online or near-real-time replication, restoration capability and documented failover, switchover, switchback and fallback procedures.
- iv. DR drills shall be conducted at least quarterly or as otherwise required by the Bank, with Bank participation and documented results, issues and remediation.
- v. The Bidder shall ensure capacity and scalability to meet projected growth and peak transaction volumes without deterioration of agreed service levels.

4.6 Cloud Security Requirements

- i. If the Bank decides to switch to cloud infrastructure in the future, The solution shall be able to support data portability and orderly migration to another approved CSP or hosting environment at mutually agreed terms & conditions.
- ii. Where cloud infrastructure is used, the CSP shall be MeitY-empanelled where required and shall support applicable CIS benchmarks, CSA STAR or equivalent cloud-security controls, secure baseline configurations and MeitY cloud-security best practices.
- iii. Cloud deployment shall meet India data-localisation requirements and provide geographically separated DC and DR, multiple availability zones where applicable, redundancy and fault tolerance.
- iv. Cloud key management shall support secure KMS, Bank-approved BYOK where required, secure key exchange, least-privilege access and regular key or certificate rotation.
- v. Cloud IAM shall implement least privilege, role-based access, MFA for privileged and critical actions and a zero-trust approach. Security or landing zones shall enforce Bank-approved policies for compute, network, storage and database resources.
- vi. The CSP or TSP shall maintain security patches, secure certificate repositories, encryption at rest and in transit, geographic or IP restrictions, incident-response capability, encrypted backups, detailed logging, continuous monitoring and 24x7 SOC capability. Security alerts and logs shall integrate with the Bank's SOC or SIEM, and Bank teams shall receive dashboard access to agreed security events where required.
- vii. The cloud service shall support security-posture management, secure hypervisors, containers and software-defined networks, strong API-gateway and web-console security, tenant isolation and controls preventing unauthorised administrative access to tenant workloads or volatile memory.

5. Implementation, Resources, Training and Knowledge Transfer

5.1 Implementation, Testing and Certification

- i. The Bidder shall be responsible for configuration, development, interface build, environment setup, testing, defect resolution, performance tuning, security testing, card-network testing and production deployment required to make the solution operational.
- ii. The Bidder shall support RuPay, Visa, Mastercard and other required network or switch certifications and shall bear re-certification costs arising from solution mismatch or Bidder-attributable non-compliance. Only the Bank-approved one-time initial setup charges shall be payable separately where expressly provided in the commercial schedule.
- iii. Bidder shall allow bank to conduct a comprehensive security assessment from the CERT-In empanelled vendor may be mandatory before Go-Live.
- iv. Go-Live shall be subject to Bank-approved acceptance criteria covering functional readiness, interfaces, security, performance, reconciliation, migration, DR, scheme certification, operating procedures and closure of critical defects.

5.2 Project Governance and Key Personnel

- i. The Bidder shall appoint a dedicated Programme or Project Manager as the single point of contact for implementation and shall conduct periodic project reviews at no additional charge.

- ii. The Bidder shall deploy suitably qualified techno-functional, switch, security, application, database, network and infrastructure resources required for implementation and stabilization, at Bank locations where required by Bank.
- iii. The Programme Manager shall have at least 10 years of relevant experience, including at least 5 years in card-issuing systems, and shall have led at least one end-to-end CCMS implementation and migration in a scheduled commercial bank. The Bidder shall also nominate a Switch and an information-security and compliance officer for the engagement.
- iv. The Programme Manager, Techno-Functional Lead and Switch shall be treated as key personnel. Their CVs shall be submitted with the bid and replacements shall require prior Bank approval.
- v. The Bidder shall always maintain sufficient qualified resources to meet SLA, regulatory, security, operational and project obligations, and shall increase staffing where required without additional charge unless the Bank approves a formal scope change.

5.3 Training, Documentation and Knowledge Transfer

- i. The Bidder shall provide functional, technical, middleware, utilities, administration, operations and support training at Bank-approved locations and schedules, together with courseware, manuals, handouts and recorded or slide-based training material.
- ii. The Bidder shall provide complete solution, architecture, API, data-dictionary, configuration, operations, DR, security and support documentation and keep the documentation current throughout the contract period.
- iii. The Bidder shall complete knowledge transfer to Bank teams for business operations, administration, monitoring, incident handling, DR and vendor-management activities.

6. Operations, Support, SLA and Governance

6.1 OPEX Managed-Service Model and Commercial Responsibility

- i. The Bidder shall provide end-to-end managed CCMS services, including operation, maintenance, monitoring, upgrades, scaling, network management, authorisation, MIS and all supporting software and services required to keep the solution operational throughout the contract period.
- ii. The Bidder shall bear all costs for installing, hosting, operating, maintaining, upgrading, scaling and certifying the CCMS, switch, FRM, HSM and supporting infrastructure to meet Bank, RBI and card-network requirements, etc.
- iii. The service scope shall include error correction, patches, version upgrades, data-source changes, reporting changes, interface maintenance and compatible upgrades to supporting software and infrastructure.
- iv. Under the OPEX model, all software licences, subscriptions, OEM support, cloud or hosting charges, database or middleware licences, monitoring tools, capacity, DR, security tools and third-party components required for the proposed managed service shall be included in the recurring commercial quote for the contract term, unless specifically identified as a Bank-owned dependency in the bid.
- v. The Bidder shall not levy separate charges for interfaces, product parameter changes, standard upgrades or capacity scaling that are necessary to meet the contracted scope and volumetrics.

6.2 24x7 Operations and Support

- i. The Bidder shall provide 24x7 production support for application, database, network, server, switch, HSM and other solution components.
- ii. Support shall include incident diagnosis and resolution, problem management, configuration changes, bug fixing, patching, version upgrades, performance tuning, monitoring, call logging and follow-up, DR support and liaison with Bank and network-service providers.
- iii. The Bidder shall maintain a ticket and change-request management system for production issues, customisations, releases and new requirements, with status visibility to the Bank.
- iv. The Bidder shall provide software upgrades, vulnerability advisories, OS administration and patching, DR-drill support and all actions required to maintain the contracted SLA.
- v. The Bidder shall ensure continuous availability of technical experts and subject-matter experts beyond any on-site complement where required for timely resolution.

6.3 Service Levels and Performance

- i. Measured monthly at the application layer excluding Bank-approved maintenance, authorisation, switching shall achieve at least 99.95% availability and other CCMS services at least 99.5% availability.
- ii. The Bidder shall meet applicable RuPay, Visa, Mastercard and other network availability and response obligations. Network penalties attributable to the Bidder's solution or services shall be borne by the Bidder.

6.4 Audit, Governance and Liability Support

- i. The Bidder shall participate in periodic operational, SLA, security, risk and governance reviews and provide service reports, root-cause analyses, remediation plans and escalation support as required by the Bank.

- ii. The Bidder shall permit Bank, third-party, statutory, regulatory and card-network audits relevant to the managed service and shall provide required evidence and timely closure of observations.

6.5 Source Code, Data Ownership and Exit

- i. All Bank data, including customer, card, account, transaction, configuration, audit, reconciliation, dispute, delinquency and operational data generated for the Bank, shall remain the property of the Bank and shall be exportable in open or Bank-approved formats without dependency on proprietary tools.
- ii. On expiry, termination or transition, the Bidder shall provide Bank-approved exit assistance, including complete data and configuration export, interface and operational documentation, knowledge transfer, parallel-run or transition support where required, and secure deletion of residual Bank data after Bank confirmation.
- iii. In the event that Bank is procuring license of any software, then vendor shall also provide the source code in escrow for the said software. In case of services being provided by vendor, vendor shall ensure appropriate arrangement for ensuring continuity in case Bank desires to move out of the arrangement or vendor is unable to provide the services due to any reason. The same shall be in the nature of migration services as contractually agreed between the parties.

7. Other Conditions

- i. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of RFP. Any guidelines on changes/modifications/enhancements given by RBI/regulatory body's with regard to CCMS solution will be added to the scope of work.
- ii. During the course of the project, there might be related areas which Bank would like the selected bidder to undertake which may not have been envisaged earlier, for which bank may engage through direct contracting with the Bidder.

7. Resource Requirements

1.1 General Resource Obligation

The Successful Bidder shall deploy an adequate number of qualified, experienced and trained resources for implementation, migration, UAT, production support, operations, maintenance and ongoing enhancement of the CCMS. The resource deployment shall be reviewed periodically by the Bank and may be increased, without additional cost to the Bank, where required to meet the scope, service levels, regulatory commitments or business volumes.

Role / Resource	Minimum Deployment	Minimum Profile	Key Responsibilities	Location / Coverage
Project Manager	1 dedicated	At least 10 years of relevant experience, including at least 5 years in card-issuing systems	Single point of contact; implementation governance; milestone tracking; issue/risk management; periodic project reviews; coordination with Bank and OEM/partners; end-to-end support	Project Location/ Server Location
Onsite CCMS Operations / Support Resources	Minimum 2	Minimum 3 years' experience in card operations/support	Day-to-day operational support; complaints; compliance; ad-hoc requests; monitoring; coordination with Bank teams; reconciliation; incident resolution	Bank premises; locations as directed by Bank

1.2 Resource Governance and Conditions

- i. The Bank reserves the right to interview proposed key resources, verify their credentials and reject/seek replacement of any resource whose experience, conduct or performance is not satisfactory.
- ii. The Successful Bidder shall ensure adequate standby arrangements. In case of planned leave, transfer, resignation or replacement of a key resource, an equivalent or better replacement shall be proposed sufficiently in advance and, as far as practicable, at least two weeks prior to release of the incumbent resource.
- iii. Resources may be required to work on weekends/holidays, travel to Bank locations and support business-critical activities, production releases, incident resolution, UAT, regulatory changes and DR drills without additional cost to the Bank.
- iv. All personnel deployed on the Bank project shall undergo appropriate Know Your Employee (KYE), background verification and other checks as required by the Bank. Documentary evidence shall be provided before deployment at Bank premises.
- v. The Successful Bidder shall remain fully responsible for all personnel deployed by it or its approved subcontractors. No employer-employee relationship shall arise between the Bank and such personnel.

- vi. The Successful Bidder shall provide knowledge transfer, operating procedures, handover documentation and training to Bank personnel as required during implementation and the Contract period.
- vii. Bank Approval shall be required for deployment of resources at Bank Premises. The Bidder shall bear the responsibility for due diligence and required approval from Competent authorities (Police NOC, etc.). A committee of Bank official may take interview of the proposed deployment.

8. Project Timelines

For the purpose of this section, T shall mean the date of execution of Agreement or issuance of Purchase Order, whichever is later. The Successful Bidder shall complete Production Go-Live within 24 weeks from T. Activities may be undertaken in parallel. Bidder shall provide activity wise timelines, for activities mentioned in Annexure Y.

9. Cost of Bidding

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

10. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the bid response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

11. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

12. Rejection of Bid

The Bid is liable to be rejected if:

- i. The document does not bear signature of authorized person in each page and duly stamped.
- ii. It is received through Fax/E-mail/dropped in tender box.
- iii. It is received after expiry of the due date and time stipulated for Bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- v. It is evasive or contains incorrect information.
- vi. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- vii. Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFP. Non-compliance of any point will lead to rejection of the bid.
- viii. Bids dropped in tender box or submitted in physical hard copy format.
- ix. Non-submission of Integrity Pact (IP).
- x. **Procedure for Preference to Make in India** - Preference shall be given to Class- I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost

auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

Non-Class 1 and Non-Class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered. If in case none of the bidders could comply with Make in India preference clause, then, Bank shall go ahead with RFP and complete the tender process.

- xi. As per the general terms and conditions on GeM Portal, “Bidders while participating in a bid should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive.”

13.Modification and Withdrawals of Bid

Bid properly documented should be submitted by uploading at Government portal <https://gem.gov.in> on or before stipulated date & time mentioned in the bid.

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

The bidder may modify its bid's submission anytime by logging in to the website Government portal <https://gem.gov.in> and uploading the documents again till final submission at last date and time of bid submission.

No bid can be modified or withdrawn by the bidder after the closing date and time for submission of bids.

No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity; i.e. 120 days. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

14. Bid Response

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

15. Adherence to Cyber Security Systems

- i. Vendor/ Service Provider shall comply with Regulator's as well as Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- ii. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

16. Penalties & Liquidated Damages

1.1 General

Time shall be the essence of the Contract. If the Successful Bidder fails to deliver, install, integrate, test, commission, operate or support any Service(s)/System(s) within the timelines, service levels or turnaround times stipulated in the RFP, Purchase Order, SLA or Contract, the Bank may, without prejudice to any other right or remedy, levy Liquidated Damages (LD)/penalty and recover the same from any amount payable to the Successful Bidder, including by invocation of the Performance Security.

Levy or recovery of LD/penalty shall not relieve the Successful Bidder from its obligation to complete the pending work, rectify defects, meet the agreed service levels or perform any other obligation under the Contract.

No LD/penalty shall be levied to the extent the delay or non-performance is established, to the satisfaction of the Bank, as being solely attributable to the Bank or to an approved Force Majeure event. Any waiver shall be at the sole discretion of the Bank and shall not constitute a precedent.

1.2 Penalties/ LD for Implementation Milestones

Bank shall impose penalty of 0.50% of the One-Time Implementation Cost for each week of delay or part thereof. For non-delivery of deliverables (as per annexure – Y) for each Milestone. Any extension shall be subject to written approval of the Bank and shall be limited to delays demonstrably attributable to the Bank. The penalties shall be imposed to the extent of delay in delivery/Completion of activity attributable to the Bidder.

The cumulative LD under Clause 1.2 shall be capped at 10% of the One-Time Implementation Cost. Where delay continues beyond [15] days after the maximum LD has been reached, the Bank may, at its discretion, terminate the Purchase Order/Contract, invoke the Performance Security and/or arrange completion through alternate means at the risk and cost of the Successful Bidder.

1.3 Uptime / Availability Penalty

The Successful Bidder shall ensure minimum monthly availability of 99.95% for authorization, switching functions of CCMS and 99.5% for other CCMS services and associated in-scope components on a 24 x 7 x 365 basis, excluding approved downtime attributable to the Bank and Force Majeure. The Successful Bidder shall submit system-generated uptime reports to the Bank every month.

Monthly Availability(%) = [(Total Contracted Minutes-Downtime Minutes)/Total Contracted Minutes]x 100.

Monthly Availability		Penalty Amount
Authorization/ Switching	Other CCMS services	
99.95% and above	99.5% and above	No penalty
Above 99.00% but below 99.95%	Above 98.00% but below 99.5%	0.10% of TCO for every hour or part thereof
Above 98.00% but below 99.00%	Above 97.00% but below 98.00%	0.20% of TCO for every hour or part thereof
Above 95.00% but below 98.00%	Above 95.00% but below 97.00%	0.50% of TCO for every hour or part thereof
Below 95.00%	Below 95.00%	1.00% of TCO for every hour or part thereof

- The maximum penalty levied under above clause 1.3 shall not be more than 10% of TCO.
- SLA will be monitored on Monthly basis. Penalty due to downtime, during five years of contract period will be deducted from any subsequent payment to be made to the Vendor month wise.
- If in any month during the contract period, the uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance security. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.

1.4 Operational / TAT Penalties

Service / Event	Required TAT / Condition	Penalty	Additional Recovery
Credit card statement data / trigger	Within 1 working day from the applicable billing event	Rs.100 per card per day of delay, subject to Rs.10,000 per event	Actual loss/compensation, if any
Embossing / personalization data	Within 1 working day from acceptance of eligible data	Rs.100 per card per day of delay, subject to Rs.10,000 per event	Actual loss/compensation, if any
Wrong card limit set by Bidder	No deviation from Bank-approved/sanctioned limit	Rs.10,000 per affected card	Differential/actual financial loss, if any
Card block / hot-list request	Real-time or as per agreed SLA	Rs.3,000 per affected card	Actual financial loss and customer compensation, if any
RTO / RPO breach	Beyond the Bank-approved RTO/RPO	1% of monthly payment for every additional 30 minutes or part thereof	Other remedies under SLA/Contract
Approved Change Request / Customization	Minor/Major CR within agreed TAT	One applicable man-day rate for each day of delay	Other remedies for business impact, if any
Failure to carry out mandatory DR drills	As per agreed frequency	Rs.1,00,000/- for every failure	Recovery of penalties imposed by regulator
Non-deployment or availability of mandatory personnel at bank premises	As mentioned in resource requirements	Twice the cost of per man day costs mentioned in Annexure F	Actual loss/compensation, if any
Rectification of technical issues/ glitches	24-hours post issue reported	Rs.2000 per hour of delay	Actual loss/compensation, if any
Delay in delivery of additional customizations/ CR	As per agreed man days and timelines	Rs.5000 per day of delay	Actual loss/compensation, if any

The Bank may define additional activity-wise service levels and penalties in the SLA. Such service levels shall form an integral part of the Contract. The maximum penalty levied under above clause 1.4 shall not be more than 25% of TCO.

1.5 Regulatory, Data and Fraud-related Recoveries

Any penalty, fine, charge, compensation or claim imposed by RBI, any statutory/regulatory authority, Ombudsman, Card Network or other competent authority due to deficiency of service, technical failure, delayed compliance, breach of regulatory requirements or non-compliance attributable to the Successful Bidder shall be passed on to and recoverable from the Successful Bidder.

Any actual loss suffered by the Bank due to data breach, data loss, fraud, unauthorized access, wrong processing, negligence, misconduct or failure of the Successful Bidder, its employees, agents or approved subcontractors shall be recoverable from the Successful Bidder in addition to applicable penalties and without prejudice to the Bank's indemnity and other contractual rights.

1.6 Cap, Concurrency and Recovery

Unless a lower cap is specifically stated for a particular sub-clause, the aggregate contractual penalties/LD under Clauses 1.2 to 1.3 shall be restricted to 10% of the Total Cost of Ownership (TCO) for the Contract. This cap shall not apply to regulatory/statutory penalties, third-party claims, actual financial loss, fraud, data breach/data loss, customer compensation, indemnity obligations or amounts recoverable under any other risk-allocation clause of the RFP.

The LDs/penalties under different service levels are independent and may be applied separately and concurrently. The Bank may recover amounts from invoices, other monies due, Performance Security, or any other amount payable to the Successful Bidder.

17. Payment Terms

1.1 General Payment Principles

- i. No advance payment shall be made by the Bank.
- ii. Where one-time implementation are separately quoted, the aggregate of such one-time charges should not exceed 10% of the five-year Total Cost of Ownership (TCO), unless otherwise approved by the Bank.
- iii. All software licences, subscriptions, OEM support, hosting or infrastructure charges, database or middleware licences, monitoring tools, capacity, DR, security tools and third-party components required for the proposed managed service shall be included in the quoted commercial consideration unless specifically identified by the Bank as a Bank-provided dependency.
- iv. Recurring OPEX charges shall commence only from the date of Go-Live.
- v. All payments shall be subject to applicable taxes, statutory deductions, SLA deductions, penalties, Liquidated Damages and other recoveries under the RFP/Contract.

1.2 Implementation and Milestone Payment Plan

Milestone	% of One-time Implementation Charges (if any)
Bank approval of SRS, solution architecture and detailed implementation plan	10%
Successful setup of required environments and completion of interface-development readiness	10%
Successful completion of SIT, performance testing and security testing	10%
Completion of required card-network certifications and UAT	30%
Successful Go-Live and Training	30%
Completion of 90-day stabilization period	10%
TOTAL	100%

1.3 Recurring OPEX Managed-Service Charges

Recurring managed-service charges shall be payable monthly in arrears from the Production Go-Live date, based on actual usage and the unit rates discovered through the commercial bid.

The commercial schedule may provide separately for the following chargeable units:

- i. CCMS end-to-end managed-service charge per active primary credit card
- ii. Any other measurable unit specifically approved by the Bank in the Commercial Bid Schedule
- iii. The monthly invoice shall be released only after the following conditions are met:
 - a. Reconciliation of chargeable volumes by the Bank
 - b. Submission and Bank acceptance of monthly SLA reports
 - c. Adjustment of applicable SLA penalties, Liquidated Damages and other recoveries;
 - d. Submission of statutory and contractual documentation
 - e. Confirmation that there are no material unresolved reconciliation or billing exceptions attributable to the Successful Bidder
- iv. No separate payment shall be admissible for standard upgrades, patches, regulatory changes, card-network mandates, routine product parameterization, interfaces within scope, security compliance or capacity scaling required to meet the contracted volumetrics and SLAs.
- v. Please also provide commercials for corporate cards. However, this will not be a part of TCO calculation, but if in the future, the bank intends to launch Corporate Cards, then this commercial will be applicable.

The Bank shall guarantee payment for a minimum cumulative card volume of 23,60,000 cards over the five-year contract period, representing 80% of the indicative total volume of 29,50,000 cards. Payment against such guaranteed volumes shall be adjusted based on actual credit card issuance at the end of 5th year.

Example:

Cumulative card volume in 5 years	Cost per card per year	Payment to vendor
20,00,000	A	= 23,60,000 * A
25,00,000	A	= 25,00,000 * A
30,00,000	A	= 30,00,000 * A

18. Acceptance

1.1 Project Acceptance Framework

The Successful Bidder shall deliver the CCMS in defined stages covering environment readiness, UAT delivery, UAT, pilot/parallel run, production migration, Go-Live, training and post-Go-Live stabilization. Go-Live shall be permitted only after the Bank is satisfied that the solution is ready for production and the applicable acceptance criteria have been met.

Milestone	Key Deliverables	Target Timeline	Acceptance Evidence
Purchase Order Acceptance / Kick-off	Formal acceptance; project governance; detailed implementation plan; dependency register; project kick-off	As per Annexure Y	Accepted PO; approved project plan / kick-off minutes
UAT Delivery / Environment Readiness	Installed and integrated UAT environment; baseline configuration; interfaces/APIs; test readiness	As per Annexure Y	UAT readiness confirmation by Bank
UAT and Pilot / Parallel Run	Functional, technical, integration, regression, stress/performance; pilot/parallel run; defect closure	As per Annexure Y	Formal UAT sign-off by Bank
Production Go-Live	Production deployment; cutover; interface activation; network/certification readiness; training; support readiness	Within 24 weeks from PO acceptance	Go-Live approval / Go-Live certificate issued by Bank

Post-Go-Live Stabilization / Final Acceptance	Production observation; gap closure; tuning; support; residual defect closure; documentation updates	3 months from Go-Live	Final Acceptance sign-off
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1.2 User Acceptance Testing (UAT)

The Successful Bidder should conduct one-round of UAT testing at their end to minimize the gaps in UAT. The UAT document of UAT done by the bidder has to be provided to Bank along with UAT. The same procedure will follow in subsequent standalone customizations as well.

The Bank shall conduct UAT to verify that all functional, technical, integration, security, reporting and operational requirements of the RFP are available and functioning accurately. The Bank may add, modify or repeat test cases based on observed results and business requirements.

The Successful Bidder shall provide the required UAT/test environment, test data support, tools, interfaces and full-time technical/functional resources for testing, troubleshooting and defect resolution. The test environment shall remain available to the Bank as required during the Contract period.

UAT shall include, as applicable, functional testing, integration/API testing, regression testing, stress/performance testing, security validation, network/interface certification validation, DR/failover testing and pilot/parallel run.

Before requesting UAT sign-off, the Successful Bidder shall confirm in writing that all customizations and deliverables required for Go-Live have been completed and that the solution is ready for final testing.

All defects, deviations, discrepancies and errors identified during UAT shall be recorded, tracked and resolved by the Successful Bidder at no additional cost. Resolution timelines shall be aligned with the project schedule and severity agreed with the Bank.

The Successful Bidder shall maintain appropriate change control, version control and configuration management for all fixes/enhancements and shall update system, user and operating documentation accordingly.

1.3 UAT Sign-off Criteria

All mandatory functionalities and APIs are successfully tested and demonstrated.

All critical/high-severity defects affecting production readiness are closed to the satisfaction of the Bank; other defects are accepted only with a Bank-approved closure plan.

Required integrations with CBS, digital channels, switch, Card Networks, ACS/2FA, portals, MIS/reporting and other in-scope systems are operational.

Performance, availability, security and audit requirements required for Go-Live are demonstrated.

Required documentation, training material, operating procedures and support/escalation arrangements are available.

1.4 Go-Live Readiness and Cutover

Production Go-Live shall be undertaken only with prior written approval of the Bank and in accordance with a Bank-approved cutover plan, including roles, checkpoints, reconciliation steps, rollback/fallback arrangements and communications.

The Successful Bidder shall complete production migration, validate balances and key data, activate interfaces/services, ensure readiness of operations/support teams and provide hypercare support during cutover and stabilization.

The implementation shall be deemed incomplete if any component of the in-scope credit card operations/CCMS is not delivered, installed, integrated, operational, or acceptable to the Bank after testing/examination. Partial use of any module or release of any payment shall not constitute deemed acceptance of the complete solution.

1.5 Post-Go-Live Review and Final Acceptance

The solution shall remain under post-Go-Live review/stabilization for the period of 90 days. The Successful Bidder and OEM/project implementation team shall remain available for troubleshooting, tuning, defect closure and support during this period.

Any gap against the RFP, agreed scope, technical/functional requirements, security requirements or approved design identified during the stabilization period shall be rectified by the Successful Bidder without additional cost to the Bank.

The Bank shall issue Final Acceptance sign-off upon satisfactory completion of the stabilization period and closure of agreed acceptance items. Final Acceptance shall not relieve the Successful Bidder from warranties, SLAs, regulatory obligations, indemnities or other continuing obligations under the Contract.

19. Authorized Signatory

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

- i. All pages of the bid should be initialled by the person or persons signing the bid.
- ii. Bid form as per Annexure-U should be signed in full & official seal affixed.
- iii. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- iv. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- v. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

20. Confidentiality

- i. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- ii. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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.
- iii. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- iv. Provided that the Confidentiality Clause may not be applied to the data or information which;
 - a. Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - b. Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - c. Is required by law or regulatory compliance to disclose to any third person.
 - d. Is explicitly approved for release by written authorization of the Bank.
- v. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- vi. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

21. Indemnity & Limitation of Liability

- i. VENDOR/ SERVICE PROVIDER 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:

- a. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
 - b. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
 - c. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider
- ii. Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.
 - iii. VENDOR/ SERVICE PROVIDER 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 **Solution** supplied by them
 - a. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - b. The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct 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 actual claims.
 - c. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER 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.
 - iv. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

22. Intellectual Property Rights

- i. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- ii. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring 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, VENDOR/ SERVICE PROVIDER 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.
- iii. The indemnification obligation stated in this clause shall 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 to 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.

- iv. VENDOR/ SERVICE PROVIDER 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 Software/Service.

23. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

24. Force Majeure

- i. VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- ii. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- iii. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER 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.
- iv. 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 VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER.

25. Termination of Contract

- i. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.
- ii. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT 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:
 - a. Delay in delivery beyond the specified period for delivery.
 - b. Serious discrepancies noted in the items delivered.
 - c. Breaches in the terms and conditions of the Order.
 - d. Non submission of acceptance of order within 7 days of order.
 - e. Excessive delay in execution of order placed by the Bank.
 - f. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - g. The Vendor/Service Provider goes into liquidation voluntarily or otherwise.
 - h. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - i. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - j. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- iii. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.

- iv. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- v. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur 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.
- vi. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- vii. 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 Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- viii. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- ix. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

26. Minimum Wages

The Vendor shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when it is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and all Labour laws. No dues/contributions under any labour legislations as applicable, shall remain payable with respect to Bidder's personnel/employees. The Vendor shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations.

27. Audit

- i. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- ii. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR 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 VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal

control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

28. Contract Period

The successful Bidders shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The contract period for this project is 5 (Five) years which may be extended up to 5 (Five) years with same terms and conditions.

29. Subcontracting

- i. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.
- ii. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

30. Conflict of Interest

- i. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- ii. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.
- iii. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

31. 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. 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.

32. Project Ownership (BID Ownership)

- i. If the bidder is offering solutions/products/services 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/Service which are relevant to this RFP.
- ii. 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.
- iii. 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.

33. Tender/ Bid Cancellation (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.

34. Publicity

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

permission of the Bank.

35. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator, and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

36. Dispute Resolution & Jurisdiction

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in 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 by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Mumbai, Maharashtra State, India. Proceedings of the mediation shall be conducted in English language.

37. Price Validity

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period of five years.

38. Infrastructure

The bidders have to ensure that the required Infrastructure should be met through private datacenter and maintained by vendor duly complying all regulatory norms associated with the type of implementation. The bidders have to ensure that the Solution provided have appropriate storage and backup meeting the growth requirements. The sizing should be done according to Card business growth. The same should be reviewed periodically.

39. Submission of Bids

The bidder has to submit their response in GeM portal before the bid end date & time mentioned in the GeM bid document. The physical documents (viz., EMD, Integrity Pact etc.,) should be submitted to the below mentioned officials before the bid end date & time at the Venue specified in the Bid Schedule.

(In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD as per extant Govt. guidelines need to be provided with valid NSIC/MSME Certificate explicitly mentioning that they are registered with NSIC/ MSME under single point registration scheme. In addition, bidder must submit Annexure - S in physical form (hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.)

The Deputy General Manager Central Bank of India

Resources Dept. (Credit Card Vertical)

4th Floor Chandermukhi

Nariman Point,

Mumbai Maharashtra Pin 400021

The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

Annexure A – Letter of Acceptance**(Letter to the bank on the bidder's letterhead)**

To
The Deputy General Manager
Central Bank of India
Resources Dept. (Credit Card Vertical)
Chandermukhi (4th Floor)
Nariman Point Mumbai Maharashtra Pin 400021

Dear Sir,

Sub: Request for Proposal (RFP) for onboarding vendor for Credit Card end-to- end solution

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 120 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- i. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- ii. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- iii. If our bid is accepted, we are to be responsible for the due performance of the contract.
- iv. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- v. Bidder means the bidder who is decided and declared so after examination of commercial bids.
- vi. We enclose Demand Draft/Bank Guarantee for Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) favoring Central Bank of India and payable at Mumbai, towards bid security, details of the same is as under:

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2026 Or

NSIC/MSME Registration Certificate No. / EMD Exemption Details, as applicable: _____

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal of the firm)

Annexure B– Bidder’s Profile Format

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs. In Crores)	Net worth (Rs. In Crores)
	2025-26		
	2024-25		
	2023-24		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2026

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure C– Eligibility Criteria

Sr. No.	Pre-Qualification Criterion	Documentary Evidence Required	Compliance (Y/N)
1	The Bidder shall be a company incorporated in India under the Companies Act or an LLP/registered entity legally permitted to undertake the proposed services and shall have been in existence for at least five years as on the date of RFP.	Certificate of Incorporation/Registration and constitutional documents	
2	The Bidder shall have an average annual turnover of at least Rs. 100 crores during the last three audited financial years.	Audited/ provisional (FY26) financial statements and certificate from Statutory Auditor/Chartered Accountant	
3	The Bidder shall have positive net worth in each of the last three audited financial years.	Audited/ provisional (FY26) financial statements and certificate from Statutory Auditor/Chartered Accountant	
4	The Bidder shall have reported operating profit in at least two of the last three audited financial years.	Audited financial statements and certificate from Statutory Auditor/Chartered Accountant	
5	The Bidder/OEM shall have successfully implemented and commissioned an end-to-end issuer Credit Card Management Solution in at least one Scheduled Commercial Bank in India, which shall be live as on the bid-submission date.	Purchase Order/Contract and Go-Live/Completion/Satisfactory Performance Certificate	
6	The offered CCMS shall be managing at least 5 lakh active credit cards in a live production environment as on the bid-submission date.	Client certificate/undertaking supported by verifiable reference	
7	The Bidder/OEM shall have demonstrated production capability of processing at least 10 lakh credit-card transactions per month.	Client certificate/undertaking supported by verifiable reference	
8	The Bidder shall have 24x7 application & technical support capability in India for CCMS, Switch, & associated managed services proposed under the RFP.	Self-certification with support-centre details and escalation structure	
9	The Bidder and its proposed OEM shall not have been blacklisted/debarred by the Government of India, any State Government, regulator, PSU, Public Sector Bank or Financial Institution as on the bid-submission date.	Undertaking by authorised signatory	
10	The Bidder shall not be under liquidation, insolvency, bankruptcy or any proceeding materially affecting its ability to fulfil the contract.	Undertaking by authorised signatory and auditor/CA confirmation, where required	
11	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority as per Govt. Of India Guidelines	Certified copy of the registration certificate	

Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the bid may be considered as of the demerged company, provided the demerged company doesn't apply in the same bid process. However, all the parameters of the bidding company shall be reckoned from the date of its inception for the purpose of this bid.

All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure D- Bid Security Declaration

To
The Deputy General Manager
Central Bank of India
Resources Dept. (Credit Card Vertical)
Chandermukhi (4th Floor), Nariman Point
Fort Mumbai Maharashtra Pin 400021

Dear Sir,

Subject: Request for Proposal (RFP) for onboarding vendor for Credit Card end-to- end solution

We _____(bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

- i. If the bid submitted by us is withdrawn/modified during the period of bid validity.
- ii. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
- iii. In case of we becoming successful bidder and if:
 - a. we fail to execute Contract within the stipulated time.
 - b. we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal of the firm)

Annexure E - Compliance to RFP Terms & Conditions

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Integrity Pact (IP)	
3	Objectives of the RFP	
4	Definitions	
5	Invitation of Tender Bids	
6	Eligibility Criteria	
7	General Scope of Work	
8	Detailed Scope of Work	
9	Project Timelines	
10	Locations to be Covered	
11	Cost of Bidding	
12	Language of Bid	
13	Instructions for Bid Submission	
14	Price Composition	
15	Taxes and Duties	
16	Rejection of Bid	
17	Modification and Withdrawals of Bid	
18	RFP Response	
19	Adherence to Cyber Security Systems	
20	Liquidated Damages (LD)	
21	Service Level Agreement and Penalties	
22	Payment Terms	
23	Authorized Signatory	
24	Confidentiality	
25	Indemnity& Limitation of Liability	
26	Intellectual Property Rights	
27	Non-Transferable Offer	
28	Force Majeure	
29	Termination of Contract	
30	Minimum Wages	

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
31	Audit	
32	Contract Period	
33	Conflict of Interest	
34	RFP Ownership	
35	Proposal Ownership	
36	Tender/RFP Cancellation	
37	Publicity	
38	Arbitration	
39	Dispute Resolution and Jurisdiction	
40	Online Prebid Meeting	
41	Price Validity	
42	Infrastructure	
43	Submission of Bids	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure F –Commercial Bid break Up Format

(Successful Bidder Should Submit This Commercial Break Up Within 24 Hours of Opening of Commercial Bid In their Letter head)

i. Table A:

Total Cost of Ownership and maintenance (TCO) for Five years for the end-to-end Solution including cost on Installation, implementation, integration and other related expenditure for setting up and installing the software as per the technical requirements and other requisites including training to the Bank officials as per terms of the RFP. Cost for integration with existing system, installation and operationalization cost, commissioning cost, any customization cost, training cost, technical assistance, annual technical support (ATS), AMC for Primary, UAT and DR setup should be factored within the transaction cost discovered.

Cost for Management of Credit Cards

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Management Cost Per Card Per Month (Excl. of Tax)	Tentative No. of Cards						Total Cost of management of cards for 5 Years (Excl. of Tax)	Tax for Column ‘h’		Total Cost of management of cards for 5 Years (Incl. of tax)
			Cards per month for 1st year	Cards per month for 2nd Year	Cards per month for 3rd Year	Cards per month for 4th Year	Cards per month for 5th Year	Total number of cards for 5 Years		Tax %	Tax Amt.	
		a	b	c	d	e	f	g=(b+c+d+e+f)*12	h=g*a	i	j	k=h+j
1.	Cost for Management of Credit Cards		1,50,000	3,00,000	5,00,000	8,00,000	12,00,000					
2.	Total Cost For Management of Credit Cards for a Period of Five (05) Years											

Note: The number of Cards mentioned above is indicative in nature for calculation of TCO and it may increase or decrease as per the actual usage. Bidder has to provide the service at the same rate quoted above during the entire contract period.

The Bank shall guarantee payment for a minimum cumulative card volume of 23,60,000 cards over the five-year contract period, representing 80% of the indicative total volume of 29,50,000 cards.

ii. Table B:

One-time Implementation Cost

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost (Excl. of tax) a	Tax for Column a		Total Cost (Incl. of tax) d=a+c
			% tax b	Tax Amt. c	
1.	One time implementation Cost				
2.	Total One time implementation Cost				

iii. Table C:

Cost for additional requirements/ enhancements /Change Requests

[Amount in Indian Rupees]

Sl. No.	Description	Charges Per Man day (Excl. of Tax)	No. of man days	Total Cost (Excl. of Tax)	Tax for column d		Total Cost (Incl. of Tax)
		a	b	d=(a*b)	% Tax e	Tax amt. f	g=d+f
1.	Cost for any additional requirements/ enhancements /Change Requests		1				

Note: Number of man days mentioned above is indicative only. However, the no. of man days shall be as per actual utilization. The charges quoted above shall be fixed for the entire contract period. This would not be considered as part of TCO.

- i. Cost for above customization does not include the regulatory and compliance requirements. Bidder has to undertake such changes without any additional cost to the bank.
- ii. Cost for customization should be based on time and effort.
 - a. All the costs mentioned above must be quoted in Indian Rupees and inclusive of taxes.
 - b. Amount must be quoted in Indian Rupees and in WORDS AND FIGURES inclusive of taxes and it is valid for five years. In case of any discrepancy, amount quoted in words will be considered.
 - c. Payment will be made as per the payment terms mentioned in this RFP.
 - d. Prices quoted by the bidder are inclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on production of original invoice.
 - e. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
 - f. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration and go-live.
 - g. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
 - h. Breakup of implementation cost should be provided to the Bank if required by the Bank.

- i. Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period of five years.
- j. The quantities mentioned are indicative in nature and do not constitute a firm commitment from the Bank. Conversely, the prices quoted shall be fixed for the duration of the contract as specified in the table, if required additional licenses should be provided at the specified cost.
- k. Cost for Installation, implementation, integration and other related expenditure for setting up and installing the software as per the technical requirements and other requisites including training to the Bank officials as per terms of the RFP, with existing system, operationalization cost, commissioning cost, training cost, technical assistance, annual technical support (ATS), AMC for Primary, UAT and DR setup should be factored within the End to End Management, 2FA authorization cost discovered
- l. The logic for arriving at required no. of man days for CR to be mutually defined and agreed in SLA

iv. **Table-D****Total Cost for 5 Years Contract Period**

[Amount in Indian Rupees]

S. No.	Details	Total Cost (Inclusive of taxes)
1.	Total Cost For End-to-End Management of Credit Cards as per Table-A	
2.	Total One time implementation and Migration Cost as per Table-B	
3.	Total Cost of Ownership for a period of 5 years [Sum of rows 1 and 2]	

v. **Table-E****Any Other Components (if available)**

[Amount in Indian Rupees]

S. No.	Item Description	Detail of components	No. of units (P)	Unit Cost (Q)	Cost (R = P X Q)	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	GST	Total Cost with GST
1.	LOS solution											
2.	Customer-facing card management solution (LMS)											
3.	Any other component 3											

S. No.	Item Description	Detail of components	No. of units (P)	Unit Cost (Q)	Cost (R = P X Q)	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	GST	Total Cost with GST
4.	Any other component 4											
5.	Any other component 5											
6.	Any other component 6											
7.	Any other component 7											
8.	Any other component 8											

Note: Cost of Table-E will not be considered as part of TCO, it is for information of the Bank, in case further solutions are needed.

Authorized Signatory:

Place:

Name & Designation & email ID:

Date:

Business Address:

Annexure G– Declaration for Compliance

All Terms and Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name:

Seal of Company:

Scope of Work

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name:

Seal of Company:

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

Annexure H - Undertaking by Bidder

Place:**Date:**

To:

The Deputy General Manager,
Central Bank of India,
Resources Dept. (Credit Card Vertical)
Chandermukhi (4th Floor), Nariman Point
Fort Mumbai 400021

Undertaking (To be submitted by all Bidders' on their letter head)

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

Annexure I – Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered on this _ day of 2026 and shall be deemed to have become in full force and effect from (the “Effective Date”).

BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as “

or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART AND

Central Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Nariman Point, Mumbai – 400021 (hereinafter referred to as “Central Bank of India” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART: ----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “**Affiliate**” means any entity which from time-to-time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:

- i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- ii. Central Bank of India has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to “_” (“the Purpose”) as more particularly described in Purchase Order no, issued by Central Bank of India in favor of M/s.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, 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, (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, or (e) is disclosed pursuant to an order of a 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.

2. Confidentiality:

- i. Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality here under the Receiving Party agrees and

accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- a. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
 - b. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
 - c. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
 - d. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.
- ii. The Receiving Party also agrees and accepts that it may endeavor:
- a. Use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure:
 - b. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party:
 - c. Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
 - d. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall always remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting

any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 2 years beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. 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 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.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by Parties.

16. **Headings**

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. **Review of Contract and performance**

Bank shall have the right of periodical /yearly review of the performance of the successful bidder regarding upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

18. **Proprietary Rights:**

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank’s decision will be final.

The successful bidder will ensure strict compliance of all labor laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with the Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/laborers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

19. **Counterparts**

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____DAY OF _____ 2026.

Signed and delivered by
M/s _____
Signed by:
Name
Title
in the presence of
.....

Signed and delivered by
Central Bank of India
Signed by:
Name
Title
in the presence of
.....

Annexure J – Reference Site Details

The reference sites submitted must be necessarily of those Banks/Companies where the proposed vendor/ OEM's product has been awarded the contract prior to Issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Central Bank of India.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of implementation	
Date of Go-live/Commencement of project	
Date of completion of Project	
Scope of Work for Solution	
Number of credit card managed	
Number of credit card transactions handled per month	
Name of the contact person for reference	
Contact details of contact person from buyer organization (Contact number, email id)	
Project Details	

(Enclose necessary documentary proof)

*Provide Information in respect of at least 1 major customer each for every required experience who fulfills the eligibility Criteria. References may be enclosed from the customer from the above reference.

Dated this..... Day of..... 2026

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure K – Format for Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

- i. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Central Bank of India, as per the following format.
- ii. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs.500/-).
- iii. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Central Bank of India.
- iv. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
- v. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To
The Deputy General Manager
Central Bank of India
Resources Dept. (Credit Card Vertical)
Chandermukhi, 4th Floor
Nariman Point, Mumbai - 400021

Dear Sir,

In consideration of Central Bank of India, Resources Dept. (Credit Card Vertical) Fort Mumbai. Pin 400021, placing an order for **Request for Proposal (RFP) for onboarding vendor for Credit Card end-to-end solution** _____ having registered office at ____ (hereinafter called the vendor) as per the purchase contract entered by the vendor vide purchase contract no ____

dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____

presently located ____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for **Request for Proposal (RFP) for onboarding vendor for Credit Card end-to-end solution** as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we

_____, (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amount due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until

_____, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or

before _____.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantee i.e. Yourself, and ourselves i.e. _ (Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be affected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferable.

Notwithstanding anything contained herein above:

- i. Our liability under this bank guarantee shall not exceed 5% of the project cost.
- ii. This bank guarantee shall be valid up to _____.
- iii. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____12:00 hours (Indian standard time) whereafter it ceases to be in effect in all respects whether the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature

Name

(In Block letters)

Designation

.....

(Staff Code

No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

- i.(Signature with Name, Designation & Address)
- ii.(Signature with Name, Designation & Address)

Annexure L – Pre-Contract Integrity Pact Tender Ref. No:

INTEGRITY PACT

1. Whereas Central Bank of India having its registered office at Nariman Point, Mumbai, India -400 021 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s_ represented by Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as “Party” or collectively as the “parties”, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder

/Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

To achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

- i. 1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -
 - a. No employee of the Buyer, personally or through family members, will in connection with the tender, 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 Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Buyer will exclude from the process all known prejudiced persons.
- ii. If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

- i. The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- ii. The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer'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 during the tendering or qualification process or during the execution of the contract.
- iii. The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies 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.
- iv. The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- v. The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- vi. The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub- contractor(s).
- vii. The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- viii. Agents / Agency Commission:

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- i. The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's

exclusion from the tender process.

- ii. If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- i. If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller
- ii. (s) from the tender process or act as per the procedure mentioned herein below:
 - a. To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
 - b. To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
 - c. To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any.
 - d. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
 - e. To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.
- iii. If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- i. If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- ii. If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSUs during the currency of the contract and if it is found at any stage that same or similar product

/Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.

11. Independent External Monitor(s)

- i. The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- ii. As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- iii. The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- iv. If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- v. If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- vi. The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Central Bank of India, Nariman Point, Mumbai - 21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

- i. This Integrity Pact begins when both parties have legally signed it. It expires
- ii. for the successful Bidder/ Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.
- iii. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Central Bank of India.
- iv. Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

- i. Changes and supplements need to be made in writing. Side agreements have not been made.
- ii. The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- iii. In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- iv. Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with Central Bank of India exclusively and hence shall not be treated as

precedence for signing of IP with MoD or any other Organization.

17. The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER * /SELLER*

Signature:

Signature:

General Manager/Dy G M,
(*) Central Bank of India,

Authorized Signatory

.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) – Authorized signatory of the company who has also signed and submitted the main bid.

Annexure M – Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address:

Annexure N – Know Your Employee (KYE) Clause

(Bidder must submit Undertaking on company letter head as per format given below).

- i. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
- ii. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non- compliance of KYE and of misconduct of the employee deployed by us to the Bank.
- iii. We undertake to exercise due diligence and engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for offering the services under the said contract.
- iv. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _ (Name of the RFP)."

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____ Date .

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____ Date _____

Annexure O - Undertaking of Information Security

Place:

Date:

To
The Deputy General Manager
Central Bank of India
Resources Dept. (Credit Card Vertical)
Chandermukhi, 4th Floor
Nariman Point, Mumbai - 400021

Sir,

Subject: Request for Proposal (RFP) for onboarding vendor for Credit Card end-to-end solution

We hereby undertake that the developed/customized software 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)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone

Annexure P – Scoring Methodology

Particulars	Scoring methodology	Max marks	Documents to be submitted
Technical and Functional Compliance	Score obtained from the 75-mark Technical and Functional Requirements Matrix shall be normalized to 35 marks basis relative marking. Let X be marks obtained by bidder. X_{high} is highest marks obtained by a bidder. Formula = $X / X_{high} * 35$ Standard/configurable functionality shall receive full applicable marks. Unavailable capability shall receive zero.	35	Completed Technical and Functional Requirements Matrix; product literature; architecture/module documentation; OEM confirmation where applicable
Relevant CCMS Credentials and Production Scale	Scheduled Commercial Banks in India with offered CCMS live: 1 Bank = 2 marks 2 Banks = 3 marks 3 -6 Banks = 5 marks - More than 6 Banks = 8 Marks Active production card base: 1 to less than 10 lakh = 2 marks 10 to less than 30 lakh = 3 marks 30 to less than 50 lakh = 5 marks 50 lakh and above = 7 marks.	15	Purchase Orders/Contracts; Go-Live certificates; satisfactory-performance certificates; client certificates for active-card base and transaction volumes
Successful implementation/ maintenance of proposed solution	Total time spent in maintenance/ running CCMS in Scheduled Commercial Banks or their Subsidiaries in India: (should be live at time of Bid) No. of years: 35 Years & above: 10 Marks 25 years & < 35: 8 marks 15 years & < 25 years: 6 marks 10 years & < 15 years: 4 marks <10 years: 3 mark	10	Purchase Orders/Contracts; Go-Live certificates; satisfactory-performance certificates
Monthly Credit Card Transactions	Average Monthly Credit Card Transactions in last one year as on the date of bid submission: > 3 Crore: 12 Marks 2 crore to ≤ 3 crore: 9 marks 1 crore to ≤ 2 crore: 5 marks < 1 crore: 3 marks	12	Certificate/email from the serving organization confirming the transaction count along with satisfactory performance.
Accreditation & certifications	Each Certification contains 0.5 marks Bidder should have valid accreditation as below: - Latest Information security ISO/IEC 27001:2022 or above as and when standards updated. - ISO 9001(Quality Management System – QSM) - ISO/IEC 20000 (IT Service Management – ITSM) - ISO/IEC 25010: Software Quality Model - ISO/IEC 12207: Software Lifecycle Processes - SOC 2 Type III Audit Report	3	Copy of valid certificate shall be enclosed. (Certificates with more than one years from the issue date will be considered)
Bidder's Presentation/ Demonstration	Points will be assigned by an internal committee	25	Presentation to be conducted as per the schedule provided by Bank
TOTAL TECHNICAL EVALUATION SCORE		100	

Technical Evaluation Conditions

- All claims made by the Bidder shall be verifiable. The Bank may seek reference confirmation directly from the Bidder's customers.
- Functionality committed as available shall be demonstrated on the same product and version proposed to the Bank, unless specifically approved otherwise by the Bank.
- Mere confirmation of Yes/Complied without supporting explanation or evidence shall not automatically qualify for marks.
- Any functionality stated as standard at bid stage but subsequently found to require material development may be treated as misrepresentation and dealt with under the applicable RFP/SLA provisions.

- v. Any customization committed by the Bidder as part of technical evaluation shall be completed within the contracted implementation period without additional commercial implication to the Bank, unless expressly classified as out of scope in the RFP.
- vi. The decision of the Bank's Technical Evaluation Committee regarding functionality demonstration and marks awarded shall be final, subject to the terms of the RFP.
- vii. This evaluation will be carried out on a total score of 100 based on the following evaluation parameters defined in this section.
- viii. Document Evaluation: This includes a detailed evaluation of the Bidder's response received as per Technical Bid.
- ix. Presentations by Bidder on their capabilities and proposed solution for the Bank. Bidder will also be required to provide a copy of the presentation to the Bank.
- x. Only Bidders with a technical score equal to or more than 70 will be considered for commercial evaluation.
- xi. The technical proposal of the bidder will be scored as per **Annexure-P** and **Annexure T** Functional and Technical Specifications.
- xii. Scorings for **Annexure-T** – Functional and Technical Specifications will be awarded as per the defined criteria mentioned in that Annexure. All the technical and functionalities defined will be verified by the bank during the product demonstration. Providing wrong information in the **Annexure-T** - Functional and Technical Specifications will be liable for rejection.

Presentation Agenda

Technically eligible bidders shall be required to make a presentation and demonstrate the proposed CCMS solution before the Bank's evaluation committee as per the schedule communicated by the Bank. The Bidder shall submit a copy of the presentation to the Bank. Failure to complete the scheduled presentation/product demonstration may result in rejection of the Bid at the Bank's discretion.

S. No.	Presentation Agenda	Maximum Marks
1	Work Plan & Methodology covering complete Scope of Work	8
2	IT Architecture, Approach and Methodology	7
3	Solution Capabilities of CCMS	5
4	Compliance, Security and Risk Management	3
5	Future Scalability	2
	Total Maximum Marks	25

Presentation Terms & Conditions

- i. All features and functionalities marked as available/compliant in the Bid shall be available for demonstration. Where a claimed feature is not demonstrated or is found materially different from the Bid response, the Bank may revise the marks, treat the feature as non-compliant and/or reject the Bid.
- ii. The Bank may prescribe use cases, test scenarios and data sets for demonstration and may ask the Bidder to demonstrate mandatory functionalities and APIs end-to-end.
- iii. The Bank may interact with/interview proposed key team members during the presentation and may consider the suitability of the proposed team while assessing the Bid.
- iv. The Bank's evaluation and decision on the presentation/product demonstration shall be final and binding, subject to the terms of the RFP.

Annexure Q - Bank Guarantee for EMD**To**

The Deputy General Manager,
Central Bank of India,
Resources Department,
Chandermukhi, 4th Floor,
Nariman Point,
Mumbai – 400 021

Date:

Dear Sirs,

M/s ____ having their registered office at ____ (hereinafter called the 'Bidder') wish to respond to the RFP for **onboarding vendor for Credit Card end-to-end solution**, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to bid, we, the

Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.1.25 Crore (Rupees One Crore Twenty Five Lakhs Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of bid.

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

- i. Withdraws its bid during bid validity period
- ii. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on indicative prices quoted by them.
- iii. Refuses to honor the price quoted by them.
- iv. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Central Bank of India, the said amount of Rs.1.25 Crore (Rupees One Crore Twenty Five Lakhs Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- i. Our liability under this Bank guarantee shall not exceed Rs.1.25 Crore (Rupees One Crore Twenty Five Lakhs Only).
- ii. This Bank guarantee will be valid up to _____; and a claim period of one month thereafter and
- iii. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____

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

Signature

Name

(In Block letters)

Designation

.....

(Staff Code No.)

.....

Official address:

(Bank’s Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

Annexure R - Letter for Refund of EMD**LETTER FOR REFUND OF EMD**

(To be submitted by the unsuccessful bidders)

Date:

To

The Deputy General Manager

Central Bank of India

Resources Dept. (Credit Card Vertical)

Chandermukhi (4th Floor),

Nariman Point Mumbai Maharashtra Pin 400021

We _____ (Company Name) had participated in the RFP for onboarding vendor for Credit Card end-to-end solution and we are an unsuccessful bidder.

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

Sr. No	Bidder Name	BG / DD Number	Drawn (Bank Name)	Amount (Rs)

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

- i. Name of the Bank with Branch
- ii. Account Type
- iii. Account Title
- iv. Account Number
- v. IFSC Code

Sign

Name of the signatory

Designation

Company Seal

Annexure S –Certificate for Waiver for MSME/NSIC Firms**(on Letter head of Chartered Accountant)****Date:****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. _____, having registered office at _____ has made an investment of Rs. _____/- in

_____, as per Audited Balance Sheet as on _____. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.



Annexure T –Functional Specification

TECHNICAL AND FUNCTIONAL SPECIFICATION (Credit Cards)

(To be submitted in original on letter head of OEM & signed by OEM and to be countersigned by the bidder)

TABLE – 1

Functional Requirements

S No.	Required Functionalities / Features	Max Marks	Available (Yes/No)	Remarks
A.	Product, Account and Card Configuration			
1.	System shall support creation and maintenance of multiple credit card products with configurable product attributes.	1		
2.	System shall support product configuration based on customer segment, market segment and card positioning without software customization.	1		
3.	System shall support configurable limits, billing cycles, credit profiles, interest rates, interest free period, applicable charges, repayment methods, loyalty plans, cashback, discounts and transaction sets at product level.	1		
4.	System shall support secured credit cards.	1		
5.	System shall support co-branded credit cards.	1		
6.	System shall support corporate/business credit cards, including employee/add-on cards with sub-limits within the overall corporate limit.	1		
7.	System shall support issuance of multiple credit card products to a customer within an overall customer credit limit.	1		
8.	System shall support add-on/supplementary cards with configurable sub-limits within the overall account limit.	1		
9.	System shall support configurable maximum number of add-on cards by product/customer category.	1		
10.	System shall support 6-digit and 8-digit BIN/IIN structures.	1		
11.	System shall support configurable product-wise fees and fee-waiver rules.	1		
12.	System shall support product/card variant change, including at renewal.	1		
13.	System should support the configuration of different variants/ products in single BIN and can generate MIS for it	1		
14.	System shall provide a CMS portal to Branches/Offices for view and updation of credit card details	1		
	Subtotal - A	14		
B.	Card Issuance, Processing and Lifecycle			
15.	System shall support batch processing of card-generation requests.	1		
16.	System shall support configurable card personalization/embossing file templates for different products.	1		
17.	System shall support HSM-based card and Green PIN generation and verification and generation/validation of CVV/CVC.	1		
18.	System should have the ability to integrate with Bank's Lending Platforms or any Onboarding Solutions provided by the Bank.	1		
19.	System shall support card activation and deactivation through	1		

S No.	Required Functionalities / Features	Max Marks	Available (Yes/No)	Remarks
	Bank-approved channels.			
20.	System shall support temporary block/unblock and permanent hotlisting of cards.	1		
21.	System shall support reason-based card replacement, including lost, stolen, damaged and compromised cards.	1		
22.	System shall support renewal and reissuance of cards.	1		
23.	System shall support card upgrade/downgrade and product conversion.	1		
24.	System shall support card closure and transfer/settlement of applicable balances prior to closure.	1		
Subtotal - B		10		
C.	C. Billing, Payments, EMI and Financial Servicing			
25.	System shall support multiple configurable billing cycles by product and customer-level change of billing date.	1		
26.	System shall support configurable Minimum Amount Due, Total Amount Due, payment due date, grace period and revolving repayment.	1		
27.	System shall support configurable interest, late-payment charges and other applicable fees.	1		
28.	System shall support configurable statement templates by product.	1		
29.	Statements shall separately identify transactions undertaken through add-on cards.	1		
30.	Statements shall support display of reward-point details and other Bank-specified information.	1		
31.	System shall generate password-protected electronic statements for delivery through Bank-approved channels.	1		
32.	System shall support real-time posting of card payments received through multiple Bank-approved payment channels.	1		
33.	System shall support configurable payment appropriation hierarchy.	1		
34.	System shall support refund, reversal and credit-balance processing in accordance with Bank-defined rules.	1		
35.	System shall support EMI creation at different interest rates and tenures.	1		
36.	System shall support conversion of individual and multiple eligible transactions into EMI.	1		
37.	System shall support EMI conversion through Bank channels, APIs, POS and payment-gateway integrations.	1		
38.	System shall support EMI foreclosure/pre-closure.	1		
39.	System shall support balance transfer with configurable interest rates and repayment parameters.	1		
40.	System shall support end-to-end TCS computation/collection, wherever applicable under prevailing regulatory requirements.	1		
41.	System must be able to process payments through different types of channels (e.g. Cash, debiting account, cheque, account transfer, third party aggregator, Mobile Banking, Internet Banking, Payment Gateway, NEFT, IMPS, BBPS, UPI, RTGS, ECS, CECS/NACH etc.) on real time basis.	1		
Subtotal - C		17		
D.	Card Controls, Switch and Transaction Processing			
42.	System shall provide separate enable/disable controls for ATM, POS, e-commerce, contactless/NFC, UPI and other supported channels.	1		

S No.	Required Functionalities / Features	Max Marks	Available (Yes/No)	Remarks
43.	System shall support separate domestic and international/cross-border transaction controls.	1		
44.	System shall support per-transaction, daily and periodic transaction limits by channel.	1		
45.	Customer shall be able to set channel-wise spend limits within the sanctioned credit limit.	1		
46.	Switch shall support credit-card transactions across applicable card networks.	1		
47.	Switch shall support Credit Card on UPI transactions.	1		
48.	Switch shall support applicable EMV, contactless/NFC, RF and NCMC transactions.	1		
49.	Switch shall support industry-standard message formats, including applicable ISO 8583 and other required message formats.	1		
50.	System shall support online addition/configuration of new BINs/products without service disruption.	1		
51.	System shall support applicable PIN-generation and PIN-verification standards through HSM integration.	1		
52.	System shall support multi-currency and cross-border transaction processing.	1		
53.	Offered solution shall support connectivity/certification with RuPay/NPCI, Visa and Mastercard.	1		
Subtotal - D		12		
E.	Authentication, Tokenisation and Fraud Risk Management			
54.	Solution shall support or be capable to integrate with ACS/EMV 3DS authentication for applicable e-commerce transactions.	1		
55.	Solution shall support applicable tokenization, Card-on-File Tokenization and network-token lifecycle requirements.	1		
56.	FRM shall provide configurable rule-based real-time transaction fraud monitoring.	1		
57.	FRM shall support transaction controls/rules based on country, geography, amount, merchant, MCC, Merchant ID and Terminal ID.	1		
58.	FRM shall support creation, modification, activation, deactivation and deletion/versioning of fraud rules by authorized users.	1		
59.	FRM shall support configurable velocity limits with approve, decline, refer or capture actions on breach.	1		
60.	System shall support authorization/decline decisions based on transaction risk score.	1		
61.	FRM shall identify abnormal geographic behavior, including blacklisted-country and rapid multi-country transaction patterns.	1		
62.	Fraud case information shall support notes, timestamp and analyst/user identification with audit trail.	1		
Subtotal - E		9		
F.	Reconciliation, Disputes and Chargebacks			
63.	System shall support end-to-end transaction and settlement reconciliation.	1		
64.	System shall support reconciliation of chargebacks, related fees and incoming/outgoing financial events.	1		
65.	System shall support reconciliation of reward points/reward transactions.	1		

S No.	Required Functionalities / Features	Max Marks	Available (Yes/No)	Remarks
66.	System shall support the complete card-network dispute lifecycle, including presentment, representment, retrieval, chargeback, pre-arbitration, arbitration and compliance stages.	1		
67.	System shall support suspension and subsequent reposting/resolution of disputed transactions.	1		
68.	System shall support provisional/shadow credit and temporary treatment of charges for disputed transactions.	1		
69.	System shall support automated posting/refund/adjustment upon dispute resolution.	1		
Subtotal - F		7		
G. Delinquency, Collections and Asset Classification				
70.	System shall support daily delinquency ageing and Days Past Due management.	1		
71.	System shall have API/ SDK capabilities for automated reminder/notice workflows for delinquent, SMA and NPA accounts.	1		
72.	System shall integrate with Banks other applications including CBS for NPA Marking automation	1		
73.	System shall support provisioning and treatment/suspension of unrealized interest and charges for NPA accounts.	1		
74.	System shall support movement/upgrade/downgrade between Normal, SMA and NPA classifications based on configured rules.	1		
75.	System shall provide collections-management functionality for delinquent, SMA and NPA customers.	1		
Subtotal - G		6		
TOTAL RAW MARKS		75		

Other terms & conditions:

- For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
- If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
- In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
- In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection
- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder.
- All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
- All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

Yours faithfully,

Signature of Authorized Signatory (OEM)	Signature of Authorized Signatory (Bidder)
Name of Signatory:	Name of Signatory:
Designation: Date:	Designation: Date:
Place:	Place:
Email ID:	Email ID:
Mobile No: Telephone No.:	Mobile No: Telephone No.:
Seal of Company:	Seal of Company:

Annexure U - Standard terms and conditions for Outsourcing

Introduction

- i. The purpose of these standard terms and condition for Outsourcing Contracts (hereinafter referred to as the “standard Terms and conditions”) is to set forth the terms and conditions applicable to the outsourcing agreement executed between the Service Provider and the Bank.
- ii. If any provisions of the standard terms and conditions is inconsistent with any provision of the outsourcing agreement of which the Standard terms and conditions constitute an integral part, the provision of standard terms and conditions shall prevail.
- iii. Bidder shall abide by all the compliances related to master directions issued by Reserve Bank of India (RBI) on outsourcing of IT services, April 2023 ref RBI/2023- 24/102 dated 10.04.2023 or later without any additional cost to the Bank.

1. Representations and Warranties:

The following representation and warranties shall be deemed to have been given by the Service Provider in relation to outsourcing Contracts upon the contracts being executed.

In order to induce the Bank to enter into the Contract / Agreement, the Service Provider hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the Service Provider is a company / firm which has the requisite qualifications, skills, experience and expertise in providing all such services as are necessary to perform its obligation under the contract/agreement and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by the Bank.
- ii. That the Service provider is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract / Agreement.
- iii. That the Service provider shall use such assets of the Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract / Agreement. The Service provider shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- iv. That the Service provider shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- v. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time.
- vi. That there are – (a) no legal proceedings pending or threatened against Service provider or its team which adversely affect/may affect performance under this Contract / Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Service provider or any sub-Service provider / third part or its team members by any statutory or regulatory or investigative agencies.
- vii. That neither the execution and delivery by the Service provider of the Contract / Agreement nor the Contractor’s compliance with or performance of the terms and provisions of the Contract / Agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Service provider (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Service provider is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Contractor.
- viii. The Service provider shall not charge any fees to the customers of the Bank directly for the services rendered by them on behalf of the Bank.
- ix. The service provider shall not sell/compel the customers of the Bank to buy third party products along with the Bank’s product.

2. Compliance Requirements

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. The entire activity and Services would be guided by and conform to policies and guidelines of the Bank, Reserve Bank of India, IDRBT, State and Central Governments, legal provisions etc.
- ii. Information Security standards for end-to-end solution would conform to ISO 27001, CERT-In guidelines, IT Act 2000, The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules, 2011 ("IT SPD Rules), RBI, Government, IDRBT and Bank's policies.
- iii. The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc. for banking and financial services shall conform to regulatory, legal and Bank's policies and guidelines.

3. Subcontracting

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. It is agreed between the parties that service provider shall not procure services either through subcontract without the prior written permission of the Bank. If subcontracting is permitted by the Bank then;
 - a. Service provider shall be responsible for all the services provided to the Bank regardless of which entity is conducting the operations on behalf of contractor.
 - b. The Service provider shall be responsible for managing the activities of its personnel and/or the personnel of subservice provider and under no circumstances and at no point of time the subservice provider of the Service provider will be considered employees, subservice provider or agent of Bank.
 - c. The Service provider shall be responsible for ensuring that the Sub-Contractor comply with all security & confidentiality requirement of the Bank set out in this agreement and the Bank can obtain independent report for the same.

4. Human Resource Requirement

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. The Service provider 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
- ii. The Service provider 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 Service provider 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.
- iii. In case the performance of the DSA/Business Correspondents/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Service provider shall have to replace the said person within the time limits stipulated by the Bank. Where the Service provider fails to comply with the Bank's request, Bank may replace the said person, DSA, Business Correspondent or their agents/employees on its own.
- iv. No right to employment in the Bank shall accrue or arise to the employees or agents of the Service provider, by virtue of engagement of employees, agents, etc. of the Service provider for any assignment under this project. It is further clarified that the arrangement herein with the Service provider is a contract for service.
- v. The Service provider shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities in consultation with the Bank. The service provider should deploy adequate number of employees/DSA/Business Correspondents/their CSP/agent/etc. for each requirement mentioned in the scope of Work to the satisfaction of the Bank for maintaining the business on real time basis of Credit Card.
- vi. The Service provider 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.

- vii. The Bank reserves the right to demand additional work force if the obligations, requirement, etc. of the Bank and / or Credit card Business are not met as per Bank's prescribed timelines. These prescribed timelines can be changed time to time as per the convenience of the Bank.
- viii. The Service Provider shall provide two resources dedicated for preparing flyer, banners, marketing materials, video for promoting and marketing of Credit Card. The resources should be adequately qualified as per requirement of the Bank. This should be provided without any additional cost to the Bank.

Note: Refer to detailed Resource requirements clause for further understanding.

5. Service Levels

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. The Service provider shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract / Agreement and shall meet the standards of good industry practice.
- ii. Notwithstanding generality of the foregoing, the Service provider shall achieve the service levels and key performance matrixes stipulated by Bank under the contract.

iii. Standard of Performance

The Service provider shall perform the Service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Service provider shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

iv. Key Performance Measurements

Unless specified by Bank to the contrary, the Service provider shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract / Agreement and as per the good industry practice.

v. Reporting Progress

The Service provider shall monitor progress of all the activities specified in the program of work/ Service(s) and submit free of cost weekly progress report about various aspect of the work/Service(s) to Bank. Bank on mutual agreement between both Parties may change the periodicity of such reports.

6. Intellectual Property Rights and Patent Rights, Information Security and confidentiality

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. Purchaser/Bank shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of the Contract, if any, including all processes, products and Services which have been developed by the Service provider during the performance of Service(s) and for the purposes of inter-alia, use or sub-license of such service(s) under the Contract. The Service provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the service(s) to Bank and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of Bank.
- ii. Further, the Service provider shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Contractor, shall be acquired in the name of Bank, prior to termination of the Contract and which shall be assigned by Bank if necessary under the applicable laws or otherwise to the Service provider for the purpose of execution of any of its obligations under the terms of the bid, or the Contract. However, after the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of Bank.
- iii. The Service provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the service(s), it does not infringe the Intellectual Property Rights of any person and

the Service provider shall keep the Bank, its directors, employees, agents and representatives indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and / or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service provider or any sub-Service provider during the course of performance of the service(s).

7. Information Security

- i. The Service provider and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Bank's premises without written permission from Bank.
- ii. The Service provider personnel shall follow Bank's information security policy and instructions in this behalf.
- iii. The Service provider acknowledges that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and the Service provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service provider to protect its own proprietary information. Service provider recognizes that the goodwill of Bank depends, among other things, upon Service provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service provider could damage Bank. By reason of Contractor's duties and obligations hereunder, Service provider may come into possession of such proprietary information, even though the Service provider does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract / Agreement. Service provider shall use such information only for the purpose of performing the Service(s).
- iv. Service provider shall, upon termination of the Contract / Agreement for any reason, or upon demand by Bank/ Purchaser, whichever is earliest, return all information provided to Service provider by Bank, including any copies or reproductions, both hardcopy and electronic.

8. Ownership and Retention of Documents

- i. Bank shall own the documents, prepared by or for the Service provider arising out of or in connection with the Contract / Agreement. The services provider shall preserve the documents and data in accordance with the legal/regulatory obligation of the Bank.
- ii. Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by Bank, the Service provider shall deliver to Bank all documents provided by or originating from Bank and all documents produced by or from or for the Service provider in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost. The Service providers shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents.

9. Data Ownership

By virtue of the Contract / Agreement, the Contractor's team may have access to personal and business information of Bank and / or a third party. Bank has the sole ownership and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Service provider or Contractor's team while performing the Service(s) under the Contract / Agreement.

10. Confidentiality

The service provider hereby represents and warrants that they shall ensure the preservation and protection of the security and confidentiality of the beneficiary/customer information or data which are in the custody or possession of the service provider. They further represent and warrants that they shall ensure the preservation and protection of the sensitive personal data or information as defined/laid down in "The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules, 2011" ("IT SPD Rules).

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract / Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- a. to maintain and use the Confidential Information only for the purposes of the Contract/ Agreement and only as permitted herein:
- b. to only make copies of such documents / papers as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original:
- c. to restrict access and disclosure of Confidential Information to such of their employees, agents, service providers, and Service providers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and d) . In the event of earlier termination of the Contract / Agreement, the Parties hereby agree to maintain the confidentiality of the Confidentiality obligation shall survive the termination of this agreement.

Confidential Information does not include information which:

- a. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- b. information in the public domain as a matter of law.
- c. is received from a third party not subject to the obligation of confidentiality with respect to such information.
- d. is released from confidentiality with the written consent of the other Party.

The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient. Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract / Agreement may require the Service provider's personnel to be present on premises of Bank or may require the Service provider's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Service provider under such circumstances and to provide notice to the Service provider/ Service provider of the confidentiality of all such information. Therefore, the Service provider agrees that any technical or business or other information of the other party that the Contractor's personnel, sub Service providers, or agents acquire while on the Bank's premises, or through access to Bank's computer systems or databases while on or off Bank's premises, shall be deemed Confidential Information. Confidential Information shall always remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract / Agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of Bank in respect of the Systems, Service(s), and Documents etc.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of the Contract / Agreement without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract / Agreement. The provision of this clause shall survive termination of the Contract / Agreement till such Confidential Information enters public domain and as stated above.

11. Bank's/Reserve Bank of India's Right of Inspection and Periodic Audit

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- i. The Bank/Reserve Bank of India reserves the right to inspect and monitor/assess the progress of the Services at any time while the Contract / Agreement. Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.

- ii. The project shall confirm to Bank/Reserve bank of India's policies and would be subject to Internal and External audits or agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- iii. The Service provider shall allow the Reserve Bank of India or persons authorized by them to access the Bank/service provider's documents, records & service providers' transactions and other necessary information given to or stored or processed by the service provider within a reasonable time. In the event these are not made accessible to Reserve Bank of India within a reasonable time, the service provider will reimburse the Bank which they may be liable to pay supervisory fees to Reserve Bank of India.
- iv. The Service provider is required to extend all necessary co-operations to facilitate audit process.
- v. The Service provider shall have adequate audit controls and track normal and exception transactions.
- vi. Bank shall utilize the services of internal or external auditors for ensuring proper operations by the Service provider.
- vii. Bank/Reserve Bank of India shall also arrange for a random verification for better control and shall have the right to review and monitor the security practices and control processes of the service provider on regular basis and require the service provider to disclose security breaches if any.
- viii. The Bank/Reserve Bank of India reserve its right to inspect and monitor/access the progress/activities of the services and Complaint Register and other related documents at any time while the contract/agreement. Bank/ Reserve Bank of India may demand and upon such demand being made, Bank/ Reserve Bank of India shall be provided with any document, data, material, Complaint Register or any other information, which it may require, to enable it to access the activity, details of compliant redressals and progress of the services.

12. Review of Contract and Performance

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. Bank shall have the right of quarterly review of the performance of the Service provider under the contract which would be basis of continuation or termination of the same. Bank on mutual agreement between both Parties may change the periodicity of such review.
- ii. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the service provider to assess the ability of the Service provider to continue to meet its outsourcing/contractual obligations.

13. Delay in the Contractor's Performance

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. Time is the essence of contract. Time period for delivery, installation and implementation will be drawn up by the Bank or as given in the contract and service provider should adhere to the schedule and complete the project within given time. Performance of the Contract shall be made by the Service provider in accordance with the time schedule specified by Bank. The Bank will impose following penalties apart from the liquidated damages, termination of contract etc. and will be recovered from the Service provider from his payment.
- ii. A delay by the Service provider in the performance of its Contract obligations shall render the Service provider liable to any or all the following sanctions:
 - a. Forfeiture of its performance Bank guarantee if any,
 - b. Imposition of liquidated damages and penalties, and / or
 - c. Termination of the Contract for default

14. User Acceptance Test and Quality Check

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. Bank or its representative shall have the right to inspect and/or to test the goods and Services to check their conformity to the Contract specifications at no extra cost to the Bank.
- ii. The inspections and test may be conducted on the premises of the Contractor, at point of delivery and / or at the destination. If conducted on the premises of the Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.

- iii. Should any inspected or tested goods fail to conform to the specifications, Bank may reject the goods, and the Service provider shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Bank.
- iv. Pre-delivery /acceptance Inspection will be carried out by the Bank through its staff / Consultant at Contractor's factory / warehouse or at any of the Bank's site / location depending on the exigencies of Bank. The Service provider shall keep ready the equipment for inspection if the inspection is carried out at Bank's Site, the Service provider should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants.

15. Business Continuity Plan

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. The parties shall comply with the provisions of the Business Continuity Plan and the Service provider shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.
- ii. The Service provider shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every [12 month] period) jointly with the Bank. The Bank may require the Service provider to conduct additional tests of the Business Continuity Plan where the Bank considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Authority reserves the right to attend any Business Continuity Plan test undertaken by the Contractor.
- iii. If the Bank requires an additional test of the Business Continuity Plan it shall give the Service provider written notice and the Service provider shall conduct the test in accordance with the Bank's requirements and the relevant provisions of the Business Continuity Plan. The Contractor's costs of the additional test shall be borne by the Bank unless the Business Continuity Plan fails the additional test in which case the Contractor's costs of that failed test shall be borne by the Contractor.
- iv. Following each test, the Service provider shall send to the Authority a written report summarizing the results of the test and shall promptly implement any actions or remedial measures which the Bank considers to be necessary as a result of those tests.
- v. The Service provider shall undertake regular risk assessments and/or business impact analysis in relation to the provision of the Services not less than once every six months and shall provide the results of, and any recommendations in relation to those risk assessments or business impact analysis to the Authority promptly in writing following each review.
- vi. Disaster Recovery Infrastructure and Business continuity Management plan covering well defined recovery point objective (RPO) and Recovery Time Objective (RTO). The RPO expected is 5 Minutes and RTO is Four Hours.

16. Indemnity

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- i. The Service provider agrees to indemnify and keep indemnified, defend and hold harmless Purchaser and its directors, employees, agents and representatives from and against any , loss, damages, liabilities, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copyrights or industrial drawings and designs arising from use of the services or any part thereof and/ or otherwise.
- ii. Further, the said indemnity shall also be available for any of actions arising out of or in connection with the Contractor's breach of the representations and warranties specified in the Contracts/Agreement; acts or omissions of negligence or misconduct by the Service provider or its professionals, representatives, agents, subcontractor, security analysts, consultants and advisors; For the purpose of the Agreement/Contract, the Service provider shall mean and include the Contractor, its personnel, employees, consultants, advisors, agents, representatives and /or other authorized persons.
- iii. The responsibility to indemnify shall survive the termination of the Agreement/ Contract for any reason

with regard to any indemnity claims arising in relation to performance thereof. The Service Provider shall ensure that in addition to security features deployed in the technology, controls and operational procedures should ensure protection of the Bank from loss, disclosure or frauds.

- iv. The Service provider shall indemnify the Bank from transaction risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.)
- v. The Service Provider shall indemnify the Bank and provide a system free from risks arising out of data becoming outdated, lost or overwritten due to inappropriate update procedures and the potential for frauds.
- vi. The Service Provider shall indemnify the Bank and hold the Bank harmless against loss or liability, claims actions or proceedings due to wrong debit/credit of any account of any beneficiary/customer that may arise through the action of its employees, agents, contractors, etc. or otherwise.
- vii. The Service Provider shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- viii. The Service Provider shall maintain adequate documentation, records, audit trails, etc. and cooperate with the Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of The Service provider

17. Relationships between the Parties

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. The Service(s) of the Service provider herein shall not be construed as any agency of Bank and there shall be no principal and agent relationship between Bank and the Service provider in this regard.
- ii. Nothing in the Contract / Agreement constitutes any fiduciary relationship between Bank and Contractor/Contractor's Team or any relationship of employer - employee, principal and agent, or partnership, between Bank and Contractor.
- iii. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract / Agreement.
- iv. Bank has no obligations to the Contractor's/Contractor's team except as agreed under the terms of the Contract / Agreement.

18. No Assignment

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

The Contract / Agreement cannot be transferred or assigned by the Service provider without the prior written approval of Bank.

19. Termination

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- i. Bank may, terminate the Contract / Agreement by giving the Service provider a prior and written notice of 3 months indicating its intention to terminate the Contract/ Agreement under the following circumstances:
 - a. Where it comes to Bank's attention that the Service provider is in a position of actual conflict of interest with the interests of Bank, in relation to any of terms of the Contractor's bid or the Contract / Agreement.
 - b. Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any Bank bankruptcy proceedings against the Contractor, any failure by the Service provider to pay any of its dues to its creditors, the institution of any winding up proceedings against the Service provider or the happening of any

such events that are adverse to the commercial viability of the Contractor.

- ii. In the event of the happening of any events of the above nature, Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Service provider, and to ensure business continuity.
- iii. **Termination for Insolvency:**
Bank may at any time terminate the Contract / Agreement by giving written notice to the Contractor, without compensation to the Contractor, if the Service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank.
- iv. **Termination for Default:**
Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Contractor, may terminate the Contract/ Agreement in whole or in part.

20. Consequences of Termination

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- i. In the event of termination of the Contract / Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract / Agreement or otherwise], Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Service provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Service provider to take over the obligations of the erstwhile Service provider in relation to the execution/continued execution of the scope of the Contract / Agreement. Termination process will be initiated only after the service provider has been provided with a written curing period of 3 months.
- ii. In the event that the termination of the Contract / Agreement is due to the expiry of the term of the Contract / Agreement, a decision not to grant any (further) extension by Bank, the Service provider herein shall be obliged to provide all such assistance to the next successor Service provider or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- iii. Where the termination of the Contract / Agreement is prior to its stipulated term on account of a default on part of the Service provider or due to the fact that the survival of the Service provider as an independent corporate entity is threatened/has ceased, Bank shall pay the Service provider for that part of the Service(s) which have been authorized by Bank and satisfactorily performed by the Service provider up to the date of termination, without prejudice to any other rights, Bank may retain such amounts from the payment due and payable by Bank to the Service provider/ Service provider as may be required to offset any losses caused to Bank as a result of any act/omissions of the Service provider / Service provider. In case of any loss or damage due to default on the part of the Service provider / Service provider in performing any of its obligations with regard to executing the Service(s) under the Contract / Agreement. The Service provider / Service provider shall compensate Bank for any such loss, damages or other costs, incurred by Bank. Additionally, the sub-service provider / Service provider / other members of its team shall continue to perform all its obligations and responsibilities under the Contract / Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all / any functions as stipulated by Bank and as may be proper and necessary to execute the service(s) under the Contract / Agreement in terms of the Service provider's / Service provider's bid and the Contract / Agreement.
- iv. Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and / or remedies that may be available to Bank under law or otherwise.
- v. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation

of the provisions of the Contract / Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

vi. Termination survives the Contract / Agreement:

In the event of termination of this Agreement for any reason, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.

Additional Points to be considered:

- i. Neither Central Bank of India nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.
- ii. It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI / Third parties etc. Selected vendor must take same into consideration while delivering the desired services.
- iii. Bidder may assess the existing infrastructure by visiting Bank's Data Centre located at CBD Belapur, Navi Mumbai, if required and accordingly submit the proposal.
- iv. The building housing the Data Centre and all infrastructures therein should be covered under comprehensive insurance on an ongoing basis including risk related to earthquake, floods, fire, lightning, terrorist attack, etc.
- v. Project completion Timelines: The bidder should adhere to the project schedule as mentioned in project plan implementation (Section-8 of bid document).
- vi. Subcontracting should be explicitly prohibited. Bidder must obtain prior permission from the Bank before contracting any work to subcontractors.
- vii. Performance Bank Guarantee should be 5% of TCO.

Authorized Signatories

(Name, Designation and Seal of the Company)

Dated this day of 2026

Annexure V – Bidder's Financial Ratios

i) Financial Ratios for (FY 2023-24, 2024-25 and 2025-26)

Ref No.	Ratios	FY24	FY25	FY26
a	Liquidity Ratios:			
1	Current Ratios			
2	Quick Assets Ratios			
3	Working Capital			
4	Cash ratios			
b	Financial Leverages Ratios			
1	Debt Equity Ratios			
2	Interest Coverage Ratios			
c	Profitability Ratios:			
1	Net Profit Ratios			
2	Net Operating Ratios			
3	Gross Profit Margin Ratios			
4	Return on Equity			
5	Return on Assets Ratios			
6	Return on investment/Net worth Ratios			
d	Activity Ratios (Efficiency Ratios):			
1	Days Sales Outstanding Ratios			
2	Assets Turnover Ratios			

Authorized Signatories

(Name, Designation and Seal of the Company) Dated this day of 2026

Annexure W – Compliance to IT/IS/CS risk assessment and compliance to RBI

Master direction:

i. Service Provider Onboarding

Control No	Control Activity	Compliance (YES/NO)
1	Has the service provider undergone a comprehensive criticality assessment to gauge the materiality of a potential outsourcing engagement?	
2	Has a potential service provider undergone business reputation evaluation based on assessment of their past experience of working with counterpart banks to cater to a scope of work similar to the proposed scope of work?	
3	Has the potential service provider undergone political and economic evaluation as part of the due-diligence exercise to check for viability of the engagement?	
4	Has the financial soundness of the potential service provider been assessed as part of the due-diligence exercise?	
5	Has a cost benefit analysis been conducted as part of the risk evaluation of the potential service provider?	
6	Has the service provider received adequate clarity regarding the expected outcome from the engagement?	
7	Does the service provider ensure that all security breaches / incidents at their premises are accurately reported to the bank and RBI?	
8	In case of a relationship with an offshore service provider, has the service provider ensured that the competent offshore regulators do not obstruct / object to any type of internal / external audit conducted either by the bank or any regulatory authority in India?	
9	Does the service provider comply with data protection guidelines as applicable (e.g. DPDP, GDPR, etc.)?	
10	Does the service provider have sufficient disaster recovery and business continuity procedures and practices?	
11	Is there a documented exit strategy for the service provider relationship?	
12	Whether the service provider is compliant with Master Direction issued by Reserve Bank of India (RBI) on outsourcing of IT Services, April 2023?	

ii. Service Provider Evaluation

A	Service Provider Profile	Particulars
1	Name of Service Provider	
2	Address of the Service Provider	
3	Year of Establishment as a Service Provider	
4	Change since inception	
5	Actual business of the Service Provider	
6	Whether Service Provider Complying with Statutory requirements	
7	License under the Contract Labour (Regulation & Abolition) Act 1970	
8	Registered with Employment authorities for PF, ESIC etc.	
9	Payment of Minimum Wages	
10	Service Tax Number	
B	Service Provider Evaluation	
11	Ability to Deliver Services & Meet Performance Standards	

iii. Risk Evaluation

S No.	Risk Evaluation	Compliance
I	Risk Associated to Service Provider	
1	Strategic Risk- Whether the Service Provider is carrying out business according to the processes specified for the same by the bank	

S No.	Risk Evaluation	Compliance
2	Reputation Risk- Whether the service provider is providing good quality services	
3	Compliance Risk- Whether Service Provider complying with SLA, confidentiality of information and proper segregating of records and data	
4	Operational Risk- Possibility of frauds/& errors in operations	
5	Exit Risk - Possibility of Central Bank of India to wind up operations with the Service Provider at minimum cost & time (whether the bank has complete control on the outsourced activity)	
6	Concentration/Systematic Risk- Whether service provider providing services to number of Banks	
7	Country Risk - Political, social, legal, climate creating added risk	

Authorized Signatories

(Name, Designation and Seal of the Company) Dated this day of 2026

Annexure X - Manufacturer Authorization (MAF) Form

[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

No. _____ dated _____

The Deputy General Manager,
Central Bank of India,
Resources Department,
Chandermukhi, 4th Floor,
Nariman Point,
Mumbai – 400 021.

Dear Sir,

SUB: RFP for Selection of Service provider for End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) Years in Central Bank of India

Ref: GEM/2026/B/ 8162703 dated 14.10.2026

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for GeM bid offer.

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the GeM bid and the contract for the solution, products/equipment and services offered against this invitation for GeM bid offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/s for all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the GeM bid terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully

(Name)

For and on behalf of M/s

Annexure Y - Project Implementation Timelines

The Deputy General Manager,
Central Bank of India,
Resources Department,
Chandermukhi, 4th Floor,
Nariman Point,
Mumbai – 400 021.

Dear Sir,

SUB: Project Implementation Timelines

We _____ submit the timeline for activities as per scope of Work as under -

Sr. No.	Activity / Milestone	Timeline
1	Project mobilization and kick-off	
2	Requirements validation, gap assessment and SRS	
3	Solution architecture, environment design and interface design	
4	Development, configuration, parameterization and environment setup	
5	Development of Bank and third-party interfaces	
6	System Integration Testing, security testing and performance testing	
7	Card-network, Switch, other mandatory certifications	
8	User Acceptance Testing	
9	DR drill, cutover rehearsal and operational-readiness assessment	
10	Go-Live	T + 24 weeks

The above timelines shall be binding on M/s _____. Bank may impose penalty as per Clause 16 - Penalties & Liquidated Damages of RFP.

Yours faithfully

(Name)

For and on behalf of M/s

Annexure Z – Certificate of Local Content for Make in India (MII)

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with .Registration Number with seal.)

Date:

To,

The Deputy General Manager,
Central Bank of India,
Resources Department,
Chandermukhi, 4th Floor,
Nariman Point,
Mumbai – 400 021.

Dear Sir,

Ref.: RFP No.: GeM/2026/B/8162703 Dated 14.10.2026

This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.

1. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.
2. _____ (Details of Locations where value additions are made and break up of local content percentage should be provided)

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorised Representative: _____

Signature of Authorized Representative: _____