

Ref: CO/ITD/1892/R1/2023-24

Date: 09.10.2023



## **Limited Tender** **Request for Proposal (RFP)**

**for**

***Implementation & Maintenance of switch and related software required for  
Central Bank Digital Currency (CBDC)***

RFP Reference No.	CO/ITD/1892/R1/2023-24
RFP Issuance Date	<b>09.10.2023</b>
Last Date of request for Queries/ Clarifications	<b>11.10.2023 03:00 PM</b>
Last Date for receipt of bids	<b>16.10.2023 04:00 PM</b>
Date and time of opening Technical bids	<b>16.10.2023 04:30 PM</b>

**Issued by:**

CO: Information Technology Department

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Website: <https://www.indianbank.in>

**Note: This is a limited RFP and information regarding the same will be informed to the bidders finalized by the Bank.**

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**SCHEDULE**

1)	Tender Reference Number and Date	CO/ITD/1892/R1/2023-24 dated 09/10/2023
2)	Last date for seeking Pre-bid clarifications/ queries through email	<b>11/10/2023 by 03:00 PM</b>
3)	Last Date & Time for submission of Bids in Online & Offline Mode	<b>16/10/2023 at 04:00 PM</b>  <b>Address for physical submission</b> Asst. General Manager, Indian Bank, Head Office, Information Technology Department, Fourth Floor, 66, Rajaji Salai, Chennai-600001  <b>URL for Online submission of bid</b> e-procurement portal: <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical & Functional Requirements. g. Any other information sought by the Bank with relevant to this tender
5)	Documents to be submitted physically by Bidders (Offline Mode)	1. Integrity Pact  2. Bid Security/Earnest Money Deposit
6)	Date of opening of Technical Bids	<b>16/10/2023 at 04:30 PM</b>



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		Technical Bids will be opened online through e-procurement portal: <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>
7)	Date of Commercial Bid Opening (Part II)	Will be intimated to technically qualified bidder (via email) after technical evaluation of the bids submitted.
8)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website: <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.com/INDBANK> .

Information regarding RFP will also be available on CPP Portal <https://eprocure.gov.in/cppp/>, **however Clarifications, Modifications and Date of Extensions, if any, will be published in website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.com/INDBANK> only.**

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website.

Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/INDBANK> . Bids have to be submitted online only at the above mentioned website except for the items specified under point no. 5 of schedule. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted



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**Sub: Request for Quotation (RFP) for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)**

Indian Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK/ Purchaser**” which term shall wherever the context so require includes its successors and assigns, is interested in Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC). The technical & functional specifications required is given in Annexure-VI(A). Please submit your quotation (bid) as per the instructions given below:

**1. Definitions**

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

- a. “**The Contract**” means the agreement entered into between the purchaser and the CBDC solution service provider, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. “**The Contract Price**” means the price payable to the CBDC solution service provider under the contract for the full and proper performance of its contractual obligations;
- c. “**The Goods**” means all of the software and related licenses which the Bidder is required to supply to the purchaser under the contract;
- d. “**The Services**” include those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Bidder covered under the contract;
- e. “**The Purchaser**” or “**The Bank**” means Indian Bank and its successors and permitted assigns.
- f. “**The Bidder**” means the company supplying the Goods and Services under this Contract for referred RFP;
- g. “**The Project Site**”, where applicable, means the place of delivery, installation, & maintenance of Goods & Services.

**2. Period of Contract**

Period of the contract as per this RFP shall be for a period of one year from the date of signing of Contract Form. This period is extendable as per Bank’s discretion mutually agreed rate.



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### 3. Scope of Work

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

### 4. Evaluation Criteria

Bid evaluation methodology that Bank is adopting is given below:

- a) 70:30 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost will be given 30% weightage and shall be called Weighted Commercial Score (WCS).
- b) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's eligibility criteria, mandatory technical specifications and other terms and clauses of the RFP document as explained in the bid document, will be shortlisted for technical evaluation. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Requirements. The Bidders themselves will not fill-in any score in Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- c) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.
- d) The marks obtained in Technical Evaluation will be given a weightage of 70% which will be termed as "*Weighted Technical Score*" (WTS) and shall be arrived at as under:

Weighted Technical Score (WTS):  $(T/T1) * 70$

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

The total marks of **100** as per technical evaluation criteria will be scaled down to 70 marks as furnished below.

**For Example:** If there are two bidder's "A" and "B" who score 75 and 90 marks respectively, their "WTS" would be as under:

Bidder "A" =  $75 / 90 \times 70 = 58.33$  marks, Bidder "B" =  $90 / 90 \times 70 = 70$  marks



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- e) If sufficient numbers of bidders do not qualify the cut off score of 55 marks, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- f) In the second phase of evaluation, the Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Bank.
- g) For the final evaluation, total cost of ownership (TCO) quoted by the bidder will be given 30% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

Weighted Commercial Score (WCS):  $(L1/C) * 30$

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

Extending the example given above, in case Bidders, Bidder "A" and "B" for example quote TCO as Rs. 2,10,000 and Rs.2,00,000 respectively, then the WCS in their case would be calculated as under:

Bidder "A" =  $2,00,000 / 2,10,000 * 30 = 28.57$  marks

Bidder "B" =  $2,00,000 / 2,00,000 * 30 = 30.00$  marks

- h) The total of Technical and Commercial Scores of each bidder will become basis of final ranking of bidders. Bidder whose combined weighted Technical & weighted Commercial Scores is highest will be ranked as "H1 Bidder" and bidders with second & third highest final scores will be ranked as "H2" and "H3" and so on and so forth.

Total Score H1 =  $(T / T1) * 70 + (L1 / C) * 30$

In above examples, the Total Score after Techno-Commercial evaluation (H1) of Bidders "A" and "B" will be as under:

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score	Rank
A	58.33	28.57	86.90	H2
B	70	30	100	H1

- i) All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70% and 30% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is covered in the next section.

The proposals will be evaluated in three stages.



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- Phase 1 –General Evaluation Criteria
- Phase 2 – Technical Evaluation Criteria
- Phase 3 – Commercial Evaluation Criteria

#### 4.1 General evaluation

- The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
- Arithmetical errors will be rectified on the following basis:
  - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - If there is a discrepancy between words and figures, the amount in words will prevail.

If the Bidder does not accept the correction of the errors, its quote will be rejected.

- The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

#### 4.2 Technical Bid

The systems offered should meet all the technical specifications as stipulated in *Annexure VI-A Technical Bid*. The Bidder should agree to the scope of work and all the Other Terms and Conditions mentioned in the RFP.

#### 4.3 Commercial Bid

Furnishing all relevant information is required as per Bill of Material as per Annexure-VI B. The Commercial Bid of only those bidders who qualified in Annexure VI A Technical Bid will be opened with due communication by the Bank. The Commercial Bid submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

#### 5. Bank's Right to Accept/Reject Quote(s)

Bank has the right to accept or reject quotation at its sole discretion without assigning any reason thereof. Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.





## **6. Amendment to Bidding Document**

1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
2. Notification of amendments will be made available to all the bidders.
3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

## **7. Price Reasonableness & Negotiation**

The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder.

Further Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.

## **8. Delivery & Implementation**

### **1. Software:**

Software solution involves:

- a) The Bidder's CBDC solution including switch, related software and applications
- b) Software licenses for third-party software required for implementation of CBDC Solution.

Entire solution (installation of switch and related software / applications / functionalities as per Scope of Work defined in this document) has to be implemented (installed & configured as per Bank's requirement) within four (4) weeks of issuance of Purchase Order.

### **2. Implementation scope:**

The bidder has to support the Bank for implementation of entire CBDC solution viz. RTSP, DTSP (R) & CBDC (W). All components as detailed in Scope of Work have to be implemented.

### **3. Onsite Resources:**

Onsite Resources (L1 & L2) are to be deployed for a period of 1 year from the start date for installation and acceptance of supplied goods and services by Bank.

The Bidder must provide all services specified in this RFP and in the Technical, Operational, and functional specifications. The pre-requisites required to establish UAT/DC/DR set up must be informed by the Bidder to the Bank.

A detailed Plan of Action and roadmap is to be submitted to the bank for the execution of the project with timelines.





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**9. Documents, Standard Operating Procedures and Manuals**

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank. Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

**10. Sub-contracting**

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance).

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**11. Site Preparation**

The Purchaser is solely responsible for the readiness of the hardware / software infrastructure as listed in compliance with the technical and environmental specifications defined by the Bidder. The prerequisites should be shared with the Bank by the bidder within 2 days of issuance of purchase order.

**12. L1 & L2 support**

Post 'Go-Live', Bank may require L1 & L2 resources at onsite location of bank to manage and support the project. The resources deployed at Bank's onsite location should be technically qualified for implementation of the project along with managing, supporting and troubleshooting of issues, if any

Bank reserves the right to conduct interviews of the proposed L1 & L2 team members. In case of absence of the allotted resource, the standby should perform the job of the absentee. Bank may reject such manpower if bank is not satisfied with his/her performance.

**13. Place of Delivery**

UAT and Production (DC & DR) Solution, as per Bank's requirements, shall be implemented in the Data Centre (Chennai), DR Site (Mumbai).

**14. Services**

In addition to L1 & L2, the bidder has to provide support services to the Bank for all the software, applications and related goods and services provided by the bidder, in case of requirement.



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## 15. Payment

The following terms of payment shall be applicable to this contract and will be released after submission of performance security and execution of Agreements as per Annexure I to V:

Sl. No.	Stages	% of Payment	Payment Terms
1	Completion of UAT phase for components mentioned under Table - A	60% of the Payments associated towards Table - A	On submission of relevant documents duly signed by the bank officials
2	Go-Live for components mentioned under Table - A	40% of the Payments associated towards Table - A	
3	Completion of UAT for service components under Table – B	60% of the cost associated towards the mentioned service component	
4	Go-Live for components mentioned under Table - B	40% of the cost associated towards the mentioned service component	
5	Onsite Resource charges as mentioned (Table-C)	100%	Quarterly in arrears
6	Software customization charges (Table -D)	100%	On utilisation of Man-days and on submission of relevant documents duly signed by Bank officials.
7	Cost of Supporting Software Components for a period of 1 Year as mentioned in Table-E	100%	100% payment after advance on submission of relevant documents duly signed by the bank officials



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1. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
2. The selected bidder has to submit documentary proof for completion of activities for each milestone as defined in Payment Stage in clause 12(1), duly signed by the Bank officials in originals while claiming payment.
3. The bank shall finalize the Sign-off and Acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.
4. Bank will not pay any amount in advance.
5. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
6. The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by Head Office at Chennai and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

#### **16. Liquidated Damages**

1. The Bank will impose liquidated damages of 0.5 % per week or part thereof of the total cost of the project payable to the bidder, for delay in not adhering to the time schedules for project implementation as per Clause 9 (b). However, total charges payable will be limited to 10% of the total charges of the project.
2. **Penalties/liquidated damages for Onsite resources:** In case the resource goes on leave/absent, replacements, having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the Resident resource charges payable to the selected bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 10% of the total charges payable for Resident Resource charges for that quarter.
3. Bidder must guarantee minimum uptime of 99.98% (calculated monthly) and should be ready to execute service level agreement for the same as per below uptime. Bank will calculate uptime for RTSP and DTSP solution as per below details:

Level of Uptime Quarterly	Penalty Charges
99.98% and above	No Penalty
99.00% and above but below 99.98%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out



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97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

4. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
5. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
6. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
7. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
8. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
9. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
10. All the above Liquidated Damages are independent of each other and are applicable separately and concurrently.
11. Liquidated Damages will not be applicable for delay or defaults by selected bidder due to the reasons solely attributable to the Bank and/ or a Force Majeure event. However, it is the responsibility/onus of the selected bidder to prove that the delay is attributed to the Bank and/or a Force Majeure event. For such delays, the bidder shall submit the proof duly authenticated by the bidder and the bank official that the delay is solely attributed to the Bank and/or a Force Majeure event at the time of requesting payment.

#### **17. Bid Security (Earnest Money Deposit)**

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the



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Bidding Documents (Annexure-VIII) for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) valid for at least 225 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;
- or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance security.

## **18. Training**

For all Software installed, the Bidder is required to train the designated purchaser's personnel of application team, Data Centre to enable them to operate and manage effectively. Minimum number of personnel shall be 15. The number of employees receiving the training may vary as per the discretion of the Bank.

Training should be provided by the Bidder for the solution offered to enable the bank officials to understand the CBDC ecosystem. Training should include training aids such as demos, manuals, test labs, etc. The Bidder should provide detailed training plan & training material for this purpose as part of the deliverables.

The trainings should be provided by Bidder without any financial implication to the Bank. Training center shall be provided by the Bank.

## **19. Limitation of Liability**

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.



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If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

## **20. Indemnity Clause**

If at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

## **21. Patent Rights**

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

## **22. IT Act 2000**

The equipment's to be quoted as per this tender should comply with the requirements under Information Technology (IT) Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

## **23. Intellectual Property Rights (IPR)**

While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses. The successful bidder shall place the source code of customizations done for the bank in Banks environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or





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copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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

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

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

#### **24. Performance Security**

Within 30 (thirty) days of the purchase order, the Bidder shall furnish to the Purchaser the performance security equivalent to five percent (5%) of the order amount in the form of a Bank Guarantee from a Scheduled commercial bank located in India (other than Indian Bank) for a period of Fifteen (15) months with additional claim period of minimum 90 days.

It may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, a Bank Guarantee (including e- Bank guarantee) from a commercial Bank (other than Indian Bank) or online payment in an acceptable form safeguarding the purchaser's interest in all respect.

In case the successful bidder is unable to start the process within the stipulated time or start of the project is delayed, the Bank reserve the right to invoke the Bank Guarantee.





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Further the Bank reserve the right to invoke the Performance Bank Guarantee in case the successful bidder is not able to fulfill any or all conditions specified in this document or is unable to complete the project within the stipulated time. In case the contract is getting extended by written approval from the Bank, the successful bidder shall submit the Bank Guarantee of same amount of that period with the validity of extension period with 1-year claim period.

The successful bidder shall ensure extending the validity date and claim period of Performance Bank Guarantee as and when it is due on account of non-completion of the project, if desired by the Bank.

## **25. Jurisdiction**

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

## **26. Validity of the Bid**

Validity of the bid/quote should be 180 days from the last date for submission of bid. Bid A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

## **27. Clarification to RFP & Replies to Queries**

1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure VIII.
2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Assistant General Manager (ITD), Indian Bank Head Office, ITD, 66, Rajaji Salai, Chennai – 600 001 or an email can be sent to [neeraj.gupta@indianbank.co.in](mailto:neeraj.gupta@indianbank.co.in) & [rashmi.dongre@indianbank.co.in](mailto:rashmi.dongre@indianbank.co.in) by the intending bidders as per the schedule.
3. No oral or individual consultation will be entertained.
4. Replies will be sent through mail to each vendor.

## **28. Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



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- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **29. Termination for Insolvency**

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

In case the termination occurs before implementation of the project/ delivery of goods/services in full, in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the successful bidder.



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### **30. Force Majeure**

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider

### **31. Confidentiality**

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. ***After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.***

The supplier will have to enter into a Non-Disclosure agreement (Annexure-VI) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.



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

### **32. Negligence**

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

### **33. Amalgamation**

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

### **34. Inspections and Tests**

The Purchaser or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured or goods confirm to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.



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Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the goods/software having previously been inspected, tested and passed by the Purchaser.

The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

### **35. Use of Contract Documents and Information**

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

### **36. IT Act 2000**

The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

### **37. Adherence to Cyber Security Policy**

Bank's IT security Policy in vogue should be followed in spirit which includes password management, change management, backup, patch update etc.

Audit logs should be retained and made promptly available, as and when required during the life cycle of contract.



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Bank has implemented Cyber Security Operation Centre (C-SOC) wherein monitoring of all critical servers mainly application & database servers would be done for its security etc would be monitored based on different logs from servers and devices. Bidder should provide necessary logs of system, application users and database etc for integration with SOC. The Bidder shall provide all the data/ information through their equipment/ systems installed in the Bank, as required by the Bank, so that rules configured under SIEM provide meaningful data.

### **38. Compliance with Policy**

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

### **39. Compliance with Statutory and Regulatory Provisions**

The successful bidder shall comply with all statutory and Regulatory provisions while executing the contract awarded by Bank.

### **40. Restriction of bidders from countries sharing land borders with india:**

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

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

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

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a





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consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

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

Explanation

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





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in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

1. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
- (iii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iv) All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this RFP shall obligate either Party to enter into any further Agreements.

**41. Bank's Right to Vary Quantities at Time of Award**

The Bank reserves the right to increase or decrease the quantities mentioned in the RFP up to an extent of 25% of quantity mentioned without any change in unit price and other terms and conditions. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.

**42. Coverage of All Banks Under The EPF & MP Act 1952**

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.



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#### **43. Minimum Wages**

The Bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government (Central / State) Minimum Wages / Salaries act in force on this behalf from time to time. Bidder should submit confirmation for Government Rules relating to Minimum wages.

#### **44. Compliance with Laws**

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and their employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all government imposed fines and penalties that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

#### **45. Arbitration**

If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two



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Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,
  - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
  - b. the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

#### **46. Exit Requirements**

In the event, the Agreement between the bank and successful bidder comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Bidder shall render all reasonable assistance and help to the Bank and to



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any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

#### **47. Integrity Pact**

Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid till 6 months after the contract is awarded to the successful bidder.

#### **48. Adoption of Pre-Contract 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.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-I. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 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.
- Pre-Contract Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract 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.



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- Integrity Pact, in respect of a particular contract would be operative from the 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.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Girraj Prasad Gupta, ICAS (Retd.)

Email: [gpgupta1804@gmail.com](mailto:gpgupta1804@gmail.com)

2. Shri. Arun Kumar Sharma

Email: [sharmaak6@gmail.com](mailto:sharmaak6@gmail.com)

- Any Change in law / policy / circular relating to Pre-Contract Integrity Pact which vitiate the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.

#### 49. Service Level Agreement

The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

#### 50. Use of Contract Documents and Information

- The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.



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### **51. Other Terms & Conditions**

1. Bidder has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
2. Bidder has to provide reasonable assistance to the bank for bank's co-ordination with NPCI, UPI and mobile banking application service providers and other application software providers to solve problems involving the CBDC solution for successful running of the applications after installation of the hardware and software.
3. Any issue at DC, DR and NDR arising due to CBDC-related patches are to be rectified by the Bidder free of cost.
4. End of Support for any solution component deployed as part of CBDC solution will have to be informed at least 6 months in advance to the Bank
5. Non-Disclosure Agreement (NDA) to be executed as per the format defined in RFP (Annexure-V).
6. The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.

### **52. Acceptance**

Order will be deemed accepted on 2<sup>nd</sup> day of purchase order date in case bidder does not convey formal acceptance to Bank. Within fifteen (15) days from the date of Purchase Order, the successful bidder shall sign the contract form (Annexure-IV), Non-Disclosure Agreement (Annexure-V) and Service Level Agreement and return it to the Bank. Further within fifteen (15) days from the date of Purchase Order, the successful bidder shall submit performance bank guarantee (Annexure-III) as asked in the RFP.

Yours Faithfully

For Indian Bank

**Assistant General Manager (ITD)**

Encl: As Above





**ANNEXURE I - INTEGRITY PACT**

(To be submitted on Non - Judicial Stamp Paper)

**PRE-CONTRACT INTEGRITY PACT**

**Between**

**Indian Bank hereinafter referred to as “The Bank”**

**and**

**..... hereinafter referred to as “The Bidder/Contractor”**

**Preamble**

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

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

**Section 1 – Commitments of the Bank**

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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





## Section 2 – Commitment of the Bidder(s)/ Contractor(s)

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

## Section 3– Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his



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reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

#### Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

#### Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

#### Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.



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3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)**

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

### **Section 8 – Independent External Monitor / Monitors**

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



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

8. The word '**Monitor**' would include both singular and plural.

### Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

### Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

### Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.



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7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Pre-Contract Integrity Pact at .....on

-----	-----
(For & On behalf of the Bank)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place -----	Place -----
Date-----	Date-----
Witness 1:	Witness 1:
(Name & Address) -----	(Name & Address) -----
-----	-----
-----	-----
Witness 2:	Witness 2:
(Name & Address) -----	(Name & Address) -----
-----	-----



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**ANNEXURE II - PROFORMA OF CERTIFICATE FOR ISSUE BY THE OFFICE AFTER  
SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date:

Sub: Certificate of commissioning of equipment

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the purchase order. The same has been installed and commissioned.

- (a) Order No. \_\_\_\_\_ dated \_\_\_\_\_  
(b) Description of the equipment \_\_\_\_\_  
(c) Quantity \_\_\_\_\_  
(d) Date of delivery \_\_\_\_\_  
(e) Date of installation / commissioning \_\_\_\_\_

2. Details of accessories/spares not yet supplied and recoveries to be made on that account:

S No	Description	Amount to be recovered
------	-------------	------------------------

3. The systems have been installed to our entire satisfaction.

4. The Bidder has fulfilled its obligations as per order.

Or

The Bidder has failed to fulfil its obligations with regard to the following:

(a)

(b)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_



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**ANNEXURE III - PERFORMANCE SECURITY FORMAT**

Bank Guarantee No.

Date:

To : INDIAN BANK, Chennai, INDIA :

WHEREAS ..... (Name of Bidder) hereinafter called "the Bidder") has undertaken, in pursuance of Purchase Order No..... dated,..... 20... to supply.....(Description of Goods and Services) (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a scheduled commercial bank located in India for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract

AND WHEREAS WE ..... BANK constituted under ..... Act, having its ..... office at ..... and amongst other places, branch at ..... have agreed to furnish to you a guarantee for Rs. .... on the request of the bidder.

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total sum of Rs..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of Rs..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
Date.....20.....

Address:.....  
.....

**NOTE:**

1. Bidders should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees issued by scheduled commercial banks located in India shall be on a Non-





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Judicial Stamp Paper of requisite value



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**ANNEXURE IV - CONTRACT FORM**

**THIS AGREEMENT** made the .....day of.....202 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter “the Purchaser”) of the one part and ..... (Name of Bidder) having its Registered Office at (City and Country of Bidder) (hereinafter called “the Bidder”) of the other part :

**WHEREAS** the Purchaser invited bid vide RFP No. CO/ITD/1892/R1/2023-24 dated 09.10.2023 for certain Goods and ancillary services viz., ..... (Brief Description of Goods and Services) and has accepted a bid by the Bidder for the provision of those goods and services in the sum for ..... (Contract Price in Words and Figures) (herein after called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The RFP ref no.: RFP no. CO/ITD/1892/R1/2023-24 dated 09.10.2023
- (b) the Technical & Functional Requirements of the Goods and Services;
- (c) Commercial Bid
- (d) the Purchaser's Notification of Award/Purchase Order ref. no. ....

3. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Bidder are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE



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**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For Indian Bank)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Bidder)  
in the presence of:.....



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**ANNEXURE V - NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at .....on this the .....day of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 or Head Office, Information Technology Department, 66 Rajaji Salai, Chennai - 600001, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

**AND**

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “**Supplier**” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH**:

**WHEREAS**

The Bank is inter-alia engaged in the business of banking and intends to procure & implement CBDC solution for the Bank.

M/s..... Limited has been engaged in the business of providing Software solution for CBDC.

The parties have entered into agreement dated \_\_\_\_\_ for providing CBDC Solution (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:**

**1. Confidential information**

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.



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## 2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

## 3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party



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Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

#### 4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

#### 5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

#### 6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.





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## **7. Remedies**

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

## **8. Entire agreement**

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

## **9. Severability**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

## **10. Dispute resolution mechanism**

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/ other legal recourse.

## **11. Jurisdiction**

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

## **12. Indemnity clause**

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



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### 13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK .....

M/s .....



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**ANNEXURE VI A - TECHNICAL BID**

Date:

Assistant General Manager  
Indian Bank  
CO: Expenditure Department  
254-260, Avvai Shanmugam Salai,  
Royapettah  
Chennai 600 014

Dear Sir,

**Sub: Request for Quotation (RFP) for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)**

**Ref: CO/ITD/1892/R1/2023-24 dated 09.10.2023**

\*\*\*\*\*

Referring to your above RFP, we submit the compliance details of the specifications and other terms and conditions.

<b>Table – A Technical and Functional Requirements</b>		
<b>Sl no</b>	<b>Descriptions/Specifications</b>	<b>Compliance (Yes/No)</b>
1	The proposed solution (RTSP, DTSP(R) & CBDC (W)) should be completely on-prem for UAT and production in DC, DR & NDR environments of the Bank, as per Bank's requirement as per scope of work provided in Annexure VII.	
2	The proposed solution (RTSP, DTSP(R) & CBDC (W)) should be implemented in On-premises Private cloud of the Bank as per scope of work provided in Annexure VII.	
3	Proposed solution must be able to consume NPCI SDK and integrate with Bank's mobile application with screens provided by NPCI / Bank as desired by the Bank.	
4	The proposed solution must have capability to manage token life cycle as per NPCI guidelines	
5	The proposed solution must have capability to manage user life cycle and KYC management like creating user, blocking user, unblock user, reporting user as fraud, user KYC registration delinking KYC, etc. as per NPCI guidelines.	
6	The proposed solution must create, verify VPAs and it should fetch details of the customer basing on the VPA.	
7	The proposed solution must transfer tokens from payer to Payee subjected to authenticity of Payee, vice versa and update the wallet balance.	



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8	The proposed solution must support transferring of amount between wallet and the customer accounts.	
9	The solution must support linking/de-linking of accounts with VPA and fetch the accounts linked with a user/mobile number and setting an account as default account.	
10	The solution must support recovery of the Wallet.	
11	The proposed solution must facilitate both Direct Pay and Collect Pay transaction initiation by the PSPs and processing the transaction through any channels like UPI, IMPS, AEPS etc.	
12	The proposed solution must be tightly integrated with PSO and DTSP solution.	
13	The solution must send/receive/fetch details from DLT layer and update/reconcile tokens with DLT layer.	
14	The solution must support fetch/check Keys and rules from PSO.	
15	The solution must interact with PSO for Pay/Collect requests and checks the transaction status.	
16	The solution must interact with for Issue, Redeem, Transfer of tokens.	
17	The solution must be horizontally/vertically scalable without any extra license cost to the Bank.	
18	The solution must support of software based HSM, physical HSM of any make for encrypting messages/transactions within the system or with DTSP/PSO.	
19	The proposed solution must provide Reconciliation capabilities apart from default NPCI reconciliation framework.	
20	The solution must support dispute management as per NPCI guidelines.	
21	The vendor must have capability to provide L1, L2 support for DTSP solution.	
22	The vendor must have expertise in managing & supporting modern DBs and tools (as prescribed by NPCI).	
23	The proposed solution must provide web portals, dash boards to the Bank.	
24	The proposed solution must support concurrent processing (multiple instances) and dynamic and intelligent routing to backend service instances	
25	The solution must support modern security standards.	
26	The proposed solution must pass rigorous vulnerability tests.	
27	The proposed solution must track system for failed authentications and/or violations to identify and analyse patterns and potential threats	
28	The solution must provide filtering facilities for sensitive/confidential data and take actions accordingly	
29	The solution must support system level monitoring/ alerting/ auditing/ logging	
30	The solution must have the facility to provide reports to the Management.	

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31	The bidder must be able to manage & support the DTSP node with NPCI proposed Technology stack components or equivalent.	
32	The bidder must be able to manage & support the RTSP node with NPCI proposed Technology stack components or equivalent.	
33	The bidder must ensure scalability of solution as per bank/regulatory requirement	
34	The bidder must ensure to meet case of any additional requirement proposed by NPCI/RBI during the project	
35	The bidder must procure the List of Supportive Applications/Software as per list provided in Annexure VI B (Table E), in Bank's name	
36	The bidder must install and maintain the supporting software as per the specification on Olympic Node by NPCI	
37	The solution must have UPI QR interoperability	
38	The bidder must have installed CBDC solution (RTSP, DTSP(R) & CBDC(W)) in any bank's on-premises containerised environment	
39	The solution must support Bank's CBS solution provided by TCS BanCS	
40	The solution must be implemented in any Bank's on-premises containerised environment viz. Tanzu Kubernetes Grid.	
41	<p>The bidder must provide end-to-end support for all software used in the RTSP, DTSP (R) &amp; CBDC (W) solution such as LB (NGINX Plus or others), Queuing (RabbitMQ or others), Non-persistent DB (KeyDB or others), Persistent DB (Maria DB or others), Kafka etc. This end-to-end support can be provided either by the OEM or by the bidder, in case OEM does not offer a licensed / supported version of the software.</p> <p>Provisioning of below mentioned IT infrastructure is under the scope of the Bank:</p> <ul style="list-style-type: none"> <li>• Compute Server requirement</li> <li>• Storage requirement (Block/NAS/Object)</li> <li>• Containerisation platform deployed as part of Bank's Private Cloud</li> <li>• Microsoft Windows Server/RHEL/Oracle LINUX Operating System licenses</li> <li>• Oracle Enterprise Edition Database license</li> <li>• Oracle Weblogic Enterprise Server license</li> <li>• Software based Load Balancer (AVI)</li> <li>• Necessary Network &amp; IT Security Solution</li> <li>• Redis Enterprise</li> <li>• Gitlab</li> </ul>	

Note:



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Each technical point from 1- 37 will carry 1 mark each, 38 will carry 3 marks and 39, 40 & 41 will carry 5 marks each (Max marks: 55)

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

Table B – Bidder's Capabilities, Past Experiences			
Sub Criteria	Evaluation Parameters	Max Scores	Bidder's response
Implementation Experience	No. of Banks for which entire CBDC solution (RTSP, DTSP(R) & CBDC(W)) has been implemented out of initial 13* pilot Banks selected by RBI (per Bank one mark each)	5	
Implementation Timelines	Commitment from Bidder for implementation in our Bank <ul style="list-style-type: none"> <li>Within 2 Weeks from date of issuance of PO (15 Marks)</li> <li>Within 3 Weeks (10 Marks)</li> <li>Within 4 Weeks (5 Marks)</li> </ul>	15	

\*13 pilot Banks are viz. State Bank of India, Bank of Baroda, Punjab National Bank, Union Bank of India, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, Axis Bank, Yes Bank, Canara Bank, Federal Bank, IndusInd Bank and IDFC First Bank

Table C – Presentation and Customer (references) feedback			
1	Presentation of the bidder on approach and methodology for implementation. The presentation should contain the following points: 1. Banks in which the bidder has implemented CBDC solution and the strategy used 2. Technical aspects wrt hardware & software used	20	
2	Customer references regarding satisfactory performance by the Banks where CBDC has been successfully implemented in production: Reference from PSU/PSB-2 Reference from any other institution-1	5	
Max – Relative Technical Evaluation Marks		25	





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Table D – Consolidated Score for Relative Technical Evaluation (RTE)			
SI No	Particulars	Max marks	Bidder's reply with supporting documents
1	Table A - Technical and Functional Requirements	55	
2	Table B – Bidder's Capabilities, Past Experiences	20	
3	Table C – Presentation and Customer (references) feedback	25	
Total Marks		100	

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

Date

Signature with seal

Name:

Designation:



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**ANNEXURE VI B - COMMERCIAL BID**

Date:

Assistant General Manager  
Indian Bank  
CO: Expenditure Department  
254-260, Avvai Shanmugam Salai,  
Royapettah  
Chennai 600 014

Dear Sir,

**Sub: Request for Quotation (RFP) for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)**

**Ref: CO/ITD/1892/R1/2023-24 dated 09.10.2023**

Referring to your above RFP, we submit hereunder the price bid (Inclusive of Taxes) for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC) at Data Center Chennai, Near DR Chennai and DR Site Mumbai as per the specifications and complying to other Terms and Conditions mentioned in this RFP.

Table A – Licensing Components		
Details	Type	Amount
RTSP Common Switch	<ul style="list-style-type: none"><li>• License Fee (LF) – Perpetual Enterprise from Date of ‘Go-Live’</li><li>• Includes regulatory compliance and product upgrades with no cost to bank.</li></ul>	
Bank Adaptor Switch		
Reconciliation software		
App Backend		
Table B – Implementation Services Components		
Merchant app, portal & onboarding		
Web portal (admin)		
Integration of DTSP(R) with Bank’s middleware and mobile banking application		
Integration of CBDC(W) with Bank’s systems		
UPI QR interoperability		



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Programmable CBDC				
Offline CBDC				
Cross-border Payments				
Table C – Post Production support (onsite)				
Type	Unit Price	Total		
L1 Support Executive				
L2 Support Executive				
Table D - Customization Charges				
Software customization charges / CR Cost for 12 man-days				
Table E – Open Source Software support				
Software Name	Type of software (DB / LB / MQ / Others)	No of licenses expected for the current implementation	Unit Price	Total Price
The bidder must provide end-to-end support for all software used in the RTSP, DTSP (R) & CBDC (W) solution such as LB (NGINX Plus or others), Queuing (RabbitMQ or others), Non-persistent DB (KeyDB or others), Persistent DB (Maria DB or others), Kafka etc. This end-to-end support can be provided either by the OEM or by the bidder, in case OEM does not offer a licensed / supported version of the software.				
Provisioning of below mentioned IT infrastructure is under the scope of the Bank:				
<ul style="list-style-type: none"><li>• Compute Server requirement</li><li>• Storage requirement (Block/NAS/Object)</li><li>• Containerisation platform deployed as part of Bank’s Private Cloud</li><li>• Microsoft Windows Server/RHEL/Oracle LINUX Operating System licenses</li><li>• Oracle Enterprise Edition Database license</li><li>• Oracle Weblogic Enterprise Server license</li><li>• Software based Load Balancer (AVI)</li><li>• Necessary Network &amp; IT Security Solution</li><li>• Redis Enterprise</li><li>• Gitlab</li></ul>				



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Total TCO for the Bank	
Component	Price
Table A – Licensing Components	
Table B – Implementation Services Components	
Table C – Post Production support (onsite)	
Table D - Customization Charges for 12 man-days	
Table E – Open Source Software support	
<b>Total Cost Outlay</b>	

We submit that we shall abide by the details given above and all the conditions given in your above letter.

For

Office Seal

**(Authorised Signatory)**

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

(at Chennai)



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### **ANNEXURE VII – SCOPE OF WORK**

**Sub: Request for Quotation (RFP) for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)**

**Ref: RFP 1892/R1/2023-24 dated 09.10.2023**

The scope of work involves on-boarding a Technology Service Provider (TSP) for end-to-end development, implementation, and maintenance of the CBDC solution (Retail & Wholesale) which will be hosted in Bank's On-premises private cloud as part of the CBDC project proposed by RBI.

#### **Mobile Token Wallet Application:**

NPCI has developed the Mobile Token Wallet App and will be sharing the same with all the participating banks on request. During the initial phase of the pilot run, the onboarded TSP partner must ensure that the source code provided by NPCI for Mobile Token Wallet App is integrated with the banks RTSP node.

Further, the TSP partner will integrate the Mobile Token Wallet Application with Bank's mobile banking application as required for Android and iOS platforms.

The below offerings must be the part of the mobile application:

- A. CBDC Base SDK (Android and iOS) which can be integrated into bank's existing mobile application.
- B. NPCI UX and Bank theme
- C. Bank UX/User Journey

#### **Wallet Type**

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

- A. Custodian Model – Where the Bank is responsible for managing the keys of wallet holding tokens on behalf of user. In this model, wallet is recoverable with same public address, Wallet Pin and Tokens held by user.
- B. User Held Model – Where the User and his/her device will be responsible for key holding. Wallet is not recoverable in case of user held device. This will be handled in future state based on RBI confirmation.

#### **Retail Token Service Provider (RTSP) module**

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

- A. RTSP Switch
- B. Token Management



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- C. Web portal for Banks
- D. Back-end platform
- E. RTSP Bank Adapter Switch
- F. Reconciliation application (2-way)

RTSP Switch:

Below are module-wise features:

- PSO Gateway: Heartbeat, User Reg./DeReg., Pay, Collect, Check Status, List Keys, Get Wallet status, Rule Check.
- User Management: Device Binding, User registration, VPA creation, Bank account linking, User de-registration, KYC.
- Wallet Management: Wallet issuance, Wallet recovery, PIN Management, Limit Management, Wallet closure.
- Transaction Management: Token Balance, Transfer Token, Load Token, Unload Token, Set/Reset PIN, validate address, Transaction History, Passcode Set/Reset, CBS Debit/Credit, Check Status
- Business rules & Orchestration: User types based on KYC process, Basic wallet, Min. KYC Wallets & Full KYC Wallets, Other Rules, Flow orchestration, etc.
- DTSP to RTSP feed receiver module: Sync tokens from DTSP to RTSP layer
- RTSP & DTSP syncing module: Sync load / unload / transfer from RTSP to DTSP layer
- Reports and MIS: Transaction & User MIS

Payment System Operator (PSO) Gateway:

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

User Management:

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

- a) Token Balance Display
- b) Wallet transaction history
- c) Displaying User KYC status
- d) Wallet pin lifecycle (Generation, Update/Reset)
- e) User Profile management – Custodian /User held





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- f) QR generation and scan
- g) Recovery flag details
- h) Multilingual support (English and Hindi mandatory)
- i) Bank Details

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

- a) Capture user and device details.
- b) App should facilitate Registration of Keys as per standard protocol by Token SDK.
- c) Supports the Custodian and User Held Wallet Model.
- d) Application should facilitate the tokens to be spent during the transaction (an Algorithm to select the tokens intelligently during the transaction proposal to minimize the change request based on value of transaction).
- e) Support Notifications and Security popups during the transactions and user actions.
- f) User will be able to register the details and create a user ID (WALLET ADDRESS) during wallet registration.
- g) Facilitate Online and offline token transfer process through various channels.
- h) Secure wallet management.
- i) In application facility of raising user disputes and grievances.
- j) Implementation of RBI Token associated Guidelines like Display of digital tokens in specific format issued by RBI, display of token IDs, Display of Quantities of token and Owner details.

**Wallet Management:**

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

- a) Issuance of the wallet ID to the end user of the application after successful registration.
- b) Enabling users to register Mobile number against the public wallet address.
- c) Allowing user to recover the wallet using onetime recovery flag via Application as well as Offline channels with proper 2FA. Enabling Bank to bind the recovery flag against wallet and tokens, so whenever user want to recover tokens, Banks can do the same for them.
- d) Allowing user to deregister the Wallet and to update the wallet address.
- e) Integrate with PSO regarding device registration with SDK.
- f) In case of Custodian model, Bank should be able to manage the private key of its end users
- g) Built in capability for Wallet Pin Management



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- h) Built in capability for Key Rotation of user wallets at defined interval.
- i) Platform should be capable of blocking the wrong customer signing in the application with proper checks implemented in the application.
- j) Enabling a mechanism with user to sync the token balance.
- k) All token transaction logs should be captured & maintained as specified by the Bank, as discrepancies associated with Duplicate token, Counterfeit token must be reported to RBI and PSO at defined interval.

Token Management:

The token management module will have the following functionalities:

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

Other required capabilities:

- a) Platform should be capable of checking, whether user has enough tokens to transfer or not.
- b) Platform should perform double spend check (Double-spending is a potential flaw in a digital token scheme in which the same single digital token can be spent more than once. Unlike physical cash, a digital token consists of a digital file that can be duplicated or falsified).
- c) Platform should ensure that only RBI issued tokens has been given by DTSP to RTSP (proper validations at both endpoints).
- d) Platform should be capable of reporting the counterfeit, duplicate or wrong token information to PSO, if detected at Retail network and report back at platform level if detected at Distribution network.
- e) It should be capable of changing the ownership of tokens
- f) Capability should be there to ensure that, all the tokens issued to end user, redeemed by end user, inter Bank (Off us) transactions and intra Bank (on-us) transactions will flow via PSO.
- g) Capability should be there to report the transactions associated with tokens to its distribution network Node.



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- h) Capability should be there to integrate with various banking channels to enable loading /unloading of tokens against the electronic money.

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

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

Web Portal for Bank:

- Admin Portal
  - KYC Management
  - Transaction Management
  - Transaction/User Search
  - Dispute Report
  - MIS
  - Merchant Onboarding
- TSP Partner must ensure network related, data security and integrity compliance as per the guidelines of RBI, NPCI and Bank.
  - TSP partner must provide built in capability for capturing Customer grievance and dispute resolution management.
  - Platform must be capable of KYC management of user (User classification, Limits) as per the guidelines of Bank.
  - Platform must have built-in capability for destroying the token information once the token is moved from its database in defined intervals.
  - Whenever DTSP redeemed the retail tokens with RBI, RTSP needs to be informed and it will not be available for RTSP to issue it to end user. RTSP is expected to remove the information from its database.

Back-end platform:

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

RTSP Bank Adapter Switch:



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

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

Reconciliation Application:

Bidder must provide, an independent reconciliation application for bank to manage the day-to-day operations. Proposed recon application will be performing automated reconciliation between RTSP and CBS systems. Recon system will reconcile the successfully purchased and redeemed transactions in CBDC Reconciliation process and generate the reports for the same daily. Post reconciliation, system will generate open entries for fall out cases and mark the fall out cases as Unreconciled entries. Any other functionalities of reconciliation must be integral part of the application.

Distributed Token Service Platform (DTSP):

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



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

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

Support:

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

Third Party Software Support

For the deployment of modules for the pilot project, various third-party open source software are required as per the specification shared by NPCI along with the support which is to be provided by the bidder e.g. Redis, Key DB, Maria DB, Kafka, Mongo DB, DLT Platform etc.

Wherever support is available from OEM of those open –source software, the same needs to be provided by the bidder. In case OEM does not provide support, the bidder should provide the required support for the open source software to ensure on-site support for resolving Open source software related issues, including re-installation of required software for the proposed solution and installation, maintenance and patch upgradation of the same whenever required.

Bank will provide the following software:

- Compute Server requirement
- Storage requirement (Block/NAS/Object)
- Containerisation platform deployed as part of Bank's Private Cloud
- Microsoft Windows Server/RHEL/Oracle LINUX Operating System licenses
- Oracle Enterprise Edition Database license
- Oracle Weblogic Enterprise Server license
- Software based Load Balancer (AVI)
- Necessary Network & IT Security Solution
- Redis Enterprise
- Gitlab

Onsite Support/Resources

Post 'Go-Live', Bank may require L1 & L2 resources at onsite location of bank to manage and support the project. The resources deployed at Bank's onsite location should be technically qualified for implementation of the project along with managing, supporting and troubleshooting



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of issues, if any. Based on the requirement Bank will place the purchase order for number of resources required.

### Onboarding

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

- a) Bidder must provide the High-level component diagram for setting up UAT/Prod/DR environment.
- b) Bidder must ensure that, apart from UAT environment, each participant installation would have 2 nodes – Primary Production (PR) Node & DR Node.
- c) Bidder must share the Data Flow Diagrams for the various modules.
- d) IS Audit Observations & VAPT Points to be rectified by the selected bidder.
- e) Hardware sizing specifications to be provided by the bidder.
- f) Source Code is to be submitted to bank for review by CISO Team.
- g) The details of necessary APIs required along with other pre-requisites for the integration are to be shared to Bank to make provision of the same from Bank Team.
- h) Escrow Agreement to be entered.
- i) Service Level Agreement to be executed.
- j) Bidders need to sign and submit the Integrity Pact.
- k) Performance Bank Guarantee must be submitted.

In addition to the above, the bidder has to perform any change / development as suggested by NPCI, RBI and other regulatory bodies. These changes which might arise in the future shall include (but not limited to) offline CBDC, Programmable CBDC and cross-border payments.





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**ANNEXURE VIII- BID SECURITY FORM**

Assistant General Manager  
Indian Bank  
CO: Expenditure Department  
254-260, Avvai Shanmugam Salai,  
Royapettah  
Chennai 600 014

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid..... for the supply of ..... (*name and/or description of the goods*) (*Hereinafter called "the Bid"*) in terms of RFP Ref.....dated.....

In compliance with the terms of said RFP, the Bidder is required to provide Bid Security of Rs..... which may also be provided in the form of Bank Guarantee from a

KNOW ALL PEOPLE by these presents that We..... (*name of bank*) of ..... (name of country), having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*) which term shall include its successors and permitted assigns), are bound unto Indian Bank (*hereinafter referred as "the Purchaser"*) which term shall include its successors and permitted assigns) in the sum of Rs. \_\_\_\_\_for which payment well and truly to be made to the Purchaser, the Bank guarantees said payment and binds itself, its successors, and assigns by these presents. Sealed with the seal of the Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

**1. If the Bidder**

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the terms of RFP; or

**2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:**

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the terms of RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand without any demur, cavil or protest and without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity i.e. upto..... and any demand in respect thereof should reach the Bank not later than the above date.



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(Signature of the Bank)

**NOTE:** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.  
2. Bank Guarantee to be issued by scheduled commercial banks located in India (other than Indian Bank) and shall be on a Non-Judicial Stamp Paper of requisite value



**Annexure IX - INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

**2. INSTRUCTIONS**

**2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/INDBANK> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.



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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in point no. 3 of schedule, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/INDBANK>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the reverse auction & support required if any for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

**Note:** Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

### Support Desk Contact Details

M/s. Antares Systems Limited  
#137/3, Honganasu, Kengeri,



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Date: 09.10.2023

Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore– 560060.

Support Contact No. 9731967722, 8951944383

Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

### 2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

### 2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

### 2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.



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- a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)
- b) Bid Security

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

## 2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/INDBANK>), click on System Requirement Manual/ User Manual.

**The following 'Four Key Instructions' for bidders must be assiduously adhered to**

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

