



**EXPRESSION OF INTEREST [EOI]**  
**FOR**  
**Centralised Digital Payment Processing Solution**

**Bank of India**  
**Data Center**  
**Head Office – IT**  
**Department**  
**Plot No.11,Sector-11, CBD Belapur**

**Ref: BOI: HO: IT: DC: EOI:01 Dated: 13/06/2022**

## **DISCLAIMER**

The information contained in this EXPRESSION OF INTEREST (EOI) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India, is provided to the bidder(s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.

This EOI is neither an agreement nor an offer and is only an invitation by Bank of India to the interested parties for submission of bids. The purpose of this EOI is to provide the bidder(s) with information to assist the formulation of their proposals. This EOI does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.

## ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

| #  | Abbreviations | Description   |
|----|---------------|---|
| 1  | 2FA           | Two Factor Authentication   |
| 2  | ACoE          | Analytics Center of Excellence                                    |
| 3  | AI/ML         | Artificial Intelligence / Machine Learning                        |
| 4  | API           | Application Programming Interface                                 |
| 5  | ARPU          | Average Revenue Per Unit  |
| 6  | BBPS          | Bharat Bill Payment   |
| 7  | BC24          | Infosys Bancsconnect 24   |
| 8  | IPA           | Intelligent Process Automation                                    |
| 9  | CSP           | Cloud Service Provider  |
| 10 | DevSecOps     | Development Security and Operations Approach                      |
| 11 | DR            | Disaster Recover  |
| 12 | EAI           | Enterprise Application Integration                                |
| 13 | UPI           | Unified Payment Interface   |
| 14 | PFMS          | Public Fund Management Solution                                   |
| 15 | MACH          | Microservices, API Led. Cloud Native, Headless                    |
| 16 | NIST          | National Institute of Standards and Technology Framework          |
| 17 | PA-DSS        | Payment Application Data Security Standard                        |
| 18 | PCI-DSS       | Payment Card Industry Data Security Standard                      |
| 19 | PG            | Payment Gateway   |
| 20 | MOM           | Message oriented Middleware                                       |
| 21 | RestFul API   | Representational State Transfer Application Programming Interface |
| 22 | SOA           | Service Oriented Architecture                                     |
| 23 | SI            | System Integrator   |
| 24 | STP           | Straight Through Processing                                       |
| 25 | BOI           | Bank of India   |
| 26 | UI/UX         | User interface / User Experience                                  |
| 27 | WAF           | Web Application Firewall  |

### Schedule of Events & Bid Details

|   |  |
|---|--|
| Date and Time of commencement of EOI Bid Document   | 13/06/2022   |
| Queries regarding EOI Bid Document to be received till date (by e-mail only).                     | 15/06/2022 3.00 p.m.   |
| Date and Time of Pre-bid Meeting  | 17/06/2022 3.00 p.m.   |
| Place of Pre-Bid Meeting & Communications Address   | Digital Channel Payments,<br>Bank of India Data Center, Plot No.11, Sector-11, CBD Belapur, Navi Mumbai - 400614 |
| Last Date and Time for Receipt of EOI Bid Document at Bank of India on the Communication Address. | 27/06/2022 3.00 p.m.   |
| Date and Time of Technical Bid Opening  | 27/06/2022 5.00 p.m.   |
| Cost of Application (Non Refundable)  | Rs. 10,000/-   |

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## **PART-I**

### **1. General Information –**

- 1.1. Bank of India (hereinafter referred to as the “Bank”) intends to enlist the Service Providers, in the area of Digital Banking Services, more explicitly mentioned in the **PART-II**.
- 1.2. The Bank has more than 5000 branches and around 5000 ATMs and more than 55 foreign branches in 20 Countries. The technology HUB of the Bank is in Mumbai. The Bank has mixed environment of IT outsourcing and managing in-house.
- 1.3. During the past decade, the Bank has strengthened its IT infrastructure. To embark upon its ambitious growth plan and meet present and future need of Bank’s business, Bank is under process of undergoing IT upgradation with latest available technology.
- 1.4. The Bank invites ‘Expression of Interest’ (EOI) from reputed Companies / firms / Service Providers / Consultants who have proven experience in the field of work related to secured delivery channel services and fulfil the eligibility criteria as laid down in this document.
- 1.5. The bidders have to submit detailed presentations, technical architecture with full functional specifications along with future roadmap for next 5-7 years. The information shared shall be treated strictly confidential by bank.

### **2. Eligibility Criteria –**

The eligibility criteria for the bidder are as under –

- 2.1. Bidder should be a registered company in India under Companies Act 1956 and should have been in operation for a period at least three years as on date of EOI.
- 2.2. Bidders should have carried out the similar assignment of Services / Consultation/ implementation India, preferably in BFSI industry in last three years from the date of EOI
- 2.3. Bidder should have technical team at its office in India and the dedicated team should be with the Bank for the duration of the assignment.
- 2.4. Bidder should have turnover of **minimum Rs.100 Crores**. AND Positive Net Profits (after tax)/Positive net worth during last 3 financial years (2017-2018, 2018-2019, 2019-2020 in each year) as per Audited Balance Sheet. CA Certificate in this regard should be enclosed.
- 2.5. Fair Practice Code – The Bidder or their Sister Concern or other Group Company / Firm / Organisation / Agencies / should NOT be involved in any legal case / blacklisted / revoked by any Government Agency, PSU or BFSI

in India.

- 2.6. The bidder should be **CMM Level 5** and above certified organization in any one of the last three years.
- 2.7. The Bidder should also satisfy with following other Terms and Conditions:-

### 3. Other Terms & conditions -

- i. Bidder who have been blacklisted by any Government Agencies, PSU or BFSI need not apply and no further correspondence shall be made with them.
- ii. The Bank is not responsible for preparation / presentation of EOI. All cost if any will be borne by the bidder. No costs / expenses shall be payable/ reimbursed by the Bank against conveyance, traveling expenses, boarding, lodging, out of pocket expenses, liaising etc. for carrying out EOI.
- iii. Those who fulfil all the eligibility criteria as mentioned above are only eligible to take part in this EOI exercise. Proposals of those bidders, who do not fulfil the Eligibility Criteria conditions as stated above fully, will be rejected.
- iv. EOI bidding fees of Rs 10,000/- has to be remitted to the following account:  
A/C NO : 01220SUNCR822  
A/C Type : Current-General  
Title : Collection Account for Estate  
IFSC Code : BKID0000122

The bidder has to send the UTR No. on following Email Id:-

- i. [Navneet.Arya@bankofindia.co.in](mailto:Navneet.Arya@bankofindia.co.in),
- ii. [Mayank.Sharma@bankofindia.co.in](mailto:Mayank.Sharma@bankofindia.co.in),

And may request for Part-II and III of the EOI document.

4. Bidder meeting the above criteria and interested in providing the services detailed above may submit their response to the Expression of Interest **as per formats given in annexure (A to D) along with all supporting documents, brochures, architectures, write-ups, detailed technical specifications latest by the stipulated last date.** After the said date and time no response will be entertained.
5. The response in a sealed cover duly superscripted “**Expression of Interest – For Centralised Digital Payment Processing Solution**” may be submitted at the following Communication **Address:**

*The General Manager,  
Head Office – IT Department  
Data Center – Digital Payments (3<sup>rd</sup> Floor)  
Bank of India Building  
Plot No.11, Sector-11, CBD Belapur  
Navi Mumbai.400614*

**Contact Persons:**

|  |   |
|--|---|
| Navneet Arya<br>Chief Manager<br>Contact:<br>022 6128 9472<br>8360929436 | Mr. Mayank Sharma<br>Asst. General Manager<br>Contact:<br>022 6128 7050 |
|--|---|

**Details of various dates relevant to this EOI**

|   |                      |
|---|----------------------|
| Date and Time of commencement of EOI Bid Document   | 13/06/2022           |
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| Date and Time of Pre-bid Meeting at Data Center/ HO   | 17/06/2022 3.00 p.m. |
| Last Date and Time for Receipt of EOI Bid Document at Bank of India on the Communication Address. | 27/06/2022 3.00 p.m. |
| Date and Time of Technical Bid Opening  | 27/06/2022 5.00 p.m. |

6. Please note, this is not a Request for proposal (RFP) and commercial bids **SHOULD NOT** be submitted with “Expression of Interest”. However, EOI bidding fees of Rs 10,000/- has to be remitted before 27/06/2022 3.00 p.m. as per Point no. 3(iv) mentioned above.
7. The Bank reserves the right to examine / verify the supportive documents / reports furnished by the bidders by inspection / site visit by its officers and /or technical consultant appointed by the Bank.
8. The Bank reserves the right to short-list the bidders based on the requirements of the Bank and may call bidders for a presentation / demo of their proposed solution on the date, time and site as decided by Bank, at bidders cost. The decision taken by the Bank in this regard is final and binding on all the bidders of EOI.
9. If any information or document provided in the response to this EOI is found to be wrong subsequently, the bidder will be disqualified.
10. The Bank may reject any or all the responses received without assigning any reason whatsoever. The Bank reserves the right to cancel the entire process at any stage.
11. The Bank reserves the right to issue Request for Proposal to eligible bidders shortlisted under ‘EOI’ and / or may follow any other bidding process that commensurate with nature of the project. The decision taken by the Bank in this regard is final and binding on all the bidders of EOI.
12. The Bank reserves the right to make change / relax any of the eligibility criteria at the sole discretion of the bank.



**13. Termination:**

Bank reserves the right to terminate this EOI at any stage without any notice or assigning any reason. At any time during the course of the EOI process or before contract or after execution of the contract that one or more terms and conditions laid down in this EOI has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract/eligibility to participate in the EOI and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further, Bank may impose such restriction/s on the defaulting bidder as it deemed fit.

**14. Right to Reject Bids:**

Bank reserves the absolute and unconditional right to reject the response to this EOI/ subsequent RFP, if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Further Bank reserves the rights to:

- i. Reject any or all responses received in response to the EOI/RFP
- ii. Extend the time for submission of all proposals
- iii. Cancel the EOI/RFP at any stage, without assigning any reason whatsoever.
- iv. Visit the place of work of the bidder
- v. Conduct an audit of the services provided by the bidder.
- vi. Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- vii. Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website.

**15. Information Confidentiality:**

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

**16. Process after submission of EOI:**

- i. All EOI received by the designated date and time will be examined by the Bank, to determine if it meet criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any and whether EOI are complete in all respects.
- ii. On scrutiny, the EOI NOT found in desired format/illegible/incomplete/not containing clear information, in view of Bank, to permit thorough analysis or failing to fulfil the relevant requirement will be rejected for further evaluation process.
- iii. Bank reserves the right, at any time, to waive/modify any of the requirements of this EOI document if it is deemed in the interest of the Bank.
- iv. If deemed necessary, Bank may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within stipulated days. Response received beyond, if any will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. Bank may also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.
- v. After examining the EOI, some or all the applicants will be asked to make presentation of the solution and demonstrate proof of concept.
- vi. Bank will shortlist the applicants who fulfil the eligibility criteria, have solution as per the requirement of the Bank and are agreeing to abide by the terms and conditions of the Bank. Bank's judgment in this regard will be final.
- vii. The Bank reserves the right to issue Request for Proposal to eligible bidders shortlisted under 'EOI' and / or may follow any other bidding process that commensurate with nature of the project. The decision taken by the Bank in this regard is final and binding on all the bidders of EOI.
- viii. This EOI does a fair amount of detailing of the requirements to enable quality and detailed responses. However, these requirements are subject to modification / addition / deletion and the final specifications will only be prescribed in the Request for Proposal (RFP). Respondents are encouraged to give additional suggestions and alternative designs and approaches in their EOI response.
- ix. Bidders will be advised about short-listing of their EOI or otherwise. However, applicants will not be provided with information about comparative position of their EOI with that of others.

## 17. Terms & Conditions

- i. This document is neither an offer letter nor a legal contract, but an invitation for EOI.
- ii. Bank will not be responsible for oral clarification.
- iii. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, regarding the obligations under the contract the authorized signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the bidder. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.
- iv. Bank will communicate only with the prime respondent for all requirements and other project management activities.
- v. Multiple responses / solutions from the respondent will not be considered.
- vi. Bank makes no commitments, implied or otherwise, that the issuance of this EOI, the respondent's preparation and submission of a response and subsequent evaluation of the respondent's response can result in a business transaction with the respondent or any other participant, even if all the requirements in the EOI are met.
- vii. Lodgement of an EOI is evidence of an applicant's consent to comply with the terms and condition of EOI process. If an applicant fails to comply with any of the terms, its EOI may be summarily rejected.
- viii. The EOI document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- ix. Wilful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the Bank may take. The EOI and the accompanying documents will become property of Bank. The applicants shall be deemed to license, and grant all rights to Bank, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other applicants and to disclose and/ or use the contents of submission as the basis for EOI process.
- x. Bank reserves the right to accept or reject any or all EOI received without assigning any reason thereof whatsoever and the Bank's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI process.
- xi. Any effort on the part of applicant to influence evaluation process may result in rejection of the EOI.
- xii. Bank is not responsible for non-receipt of EOI response within the specified date and time due to any reason including postal delays or holidays in between.
- xiii. Bank reserves the right to terminate this EOI at any stage without any notice or assigning any reason.

- xiv. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- xv. No commercial should be mentioned in EOI submission. If done, the bid shall be rejected.
- xvi. All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- xvii. THE BANK reserves the right to verify the validity of information provided in the EOI and to reject any bid where the contents appear to be incorrect, inaccurate, or inappropriate at any time during the process of EOI or even after award of contract.
- xviii. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this EOI and would not return the bid documents to the Bidders.
- xix. Applicants shall be deemed to have:
  - a) Examined the EOI document and its subsequent changes, if any for the purpose of responding to it.
  - b) Examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
  - c) Satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the applicant shall notify the Bank in writing on or before the end date/time.
  - d) No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
  - e) Applicants must advise the Bank immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity.
  - f) Copies of relevant documents must be submitted with their advices. For successful applicants, this requirement applies until a contract is awarded as a result of subsequent bidding process.
  - g) Shortlisted applicants must not advertise or publish the same in any form without the prior written consent of The Bank.
  - h) Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOI.

- xx. The Bank shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Applicants. Reasons for cancellation, as determined by the Bank in its sole discretion include but are not limited to, the following:
  - a) Services contemplated are no longer required.
  - b) Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
  - c) The project is not in the best interest of the Bank.
  - d) Any other reason.
- xxi. All pages submitted as part of the EOI response should be sequentially numbered.
- xxii. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this EOI. The bidder represents that the proposal to be submitted in response to this EOI shall meet the proposed EOI requirement. If any services, functions or responsibilities not specifically described in this EOI are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this EOI, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this EOI and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for performance of all provisions and terms and conditions of this EOI, the Bank expects the bidder to fulfil all the terms and conditions of this EOI.

## **PART-II**

### **1. Introduction**

- 1.1. This is an ambitious project of the Bank to increase the efficiency of its IT infrastructure and centralize its payment processing under various segments.
- 1.2. The proposed solution is to be deployed for Bank of India and/or Sponsored RRBs and/or other Indian subsidiaries. Accordingly, the solution should be built on multi-tenancy architecture.
- 1.3. Apart from the being a Centralised payment solution, Bank intends to adopt latest technologies to capture, analyse and aid business decisions.
- 1.4. The whole solution should comprise of various components as mentioned in the functionality section. Details of all these components is mentioned in subsequent sections of the document.
- 1.5. Presently, Bank has majority of the abovementioned requirements in distributed manner. Bank now intends to consolidate these modules/components under single Solution, which will be deployed and maintained by a Single System Integrator.
- 1.6. The applications asked in the solution shall be improved consistently in tune with technology advancements and customer expectations. Proven technology implementation is key requirement. During the period of contract, the technologies need to be upgraded upon availability of major changes having positive impact on business, process or security.
- 1.7. All components of software/hardware along with architecture for implementation must be mentioned for the purpose of completeness and clarity.
- 1.8. Bank shall plan roll out of various services in different phases depending upon the maturity level/implementation stage of the source systems to be integrated with this system. Straight through processing is the key requirement. Uniformity in business logic through various business segments and data aggregation/presentation through common app/portal is required to be implemented to meet customer expectations.
- 1.9. This Expression of interest (EOI) is intended to evaluate various solutions available and to finalise the one that is suitable for bank's requirements.
- 1.10. Once the detailed technical and functional requirements are finalised the bids may be sought either from the vendors who qualified under this EOI or through RFP process for full/partial procurement, as deemed fit by the bank.

## 2. Design Requirements

- 2.1. The bidder should ensure to make the architecture of the complete solution as “**Service Oriented Architecture**”. While making presentation, bidder should explain deployment of Solution as per “Service Oriented Architecture”.
- 2.2. Solution design should also be made in such a way that it complies with at least below mentioned pillars:
  - 2.2.1. Platform
    - Platform approach required for stability, overall functionality, uniform integration perspective across various entities
  - 2.2.2. High Availability
    - Cloud native design
    - Hardware and software etc to support high availability and ensure redundancy at each level
    - DC, NDR, DR environment with appropriate data replication on real time basis
    - Application availability through any of the locations, based on resilient/fail-safe/auto-healing architecture
    - Network architecture supporting multiple ip, multiple port, dynamic routing
    - Automatic DR cutover, where feasible
    - Database clustering/design to support active-active setup
    - Queue based, depending upon overall solution design
  - 2.2.3. High Performance
    - At least 99.999% uptime computed on monthly basis
    - Technical Declines less than 1% per month on monthly basis
    - Automatic reversal of wrong/failed entries using native methods and capability of the Network Providers for various channels as per benchmark parameters applicable for the bank.
    - RPO ‘Zero’
    - RTO less than 60 minutes
    - Segregation capability for financial and non-financial transactions
    - Response time – to be mentioned by Service Provider
    - API call response time – to be mentioned by Service Provider
  - 2.2.4. Scalability
    - Tiered structure
    - Modular design to support scalability
    - Micro services based architecture
    - Both vertical and horizontal scalability
    - Cloud ready

#### 2.2.5. Security

- As per latest regulatory guidelines/advisories
- Best industry practices
  - Best in class security features should be made available which are in line with bank's IT security policies and industry best security practices (Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS), ISO 27001, ISO 22301, National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (NIST Cybersecurity Framework) etc.,).

#### 2.2.6. Observability

- Echo / Logon /Heartbeat messages based on clearing requirements
- Automated system generated alerts for exception scenarios e.g. connectivity issues, timeouts, failures etc.
- Required tools to monitor various states including processes, logs, hardware, application

#### 2.2.7. Flexibility

- Parameterisation
- Functionality
- UI/UX

#### 2.2.8. Extendibility

- Integration through various API and other methods including host to host
- Reports

#### 2.2.9. Recoverability

- Automatic reconnection with endpoints in case of connection drops

#### 2.2.10. Configurability

- Channel wise services configuration
- Service level endpoint configuration
- Customizable Reconciliation Feed formats

#### 2.2.11. Multi Tenancy

- Supports multiple customers with single deployment
- Common Application, Tenant specific schema

### 2.3. **Performance Benchmarking**

The bidder should also incorporate the performance benchmarking achievable.



#### 2.4. **Modular Approach in addition to Service Oriented Architecture**

The proposed solution should have modular approach and be available through portal and mobile applications for wide range of operating systems and browsers. Must have responsive layout and auto recognize the device being used so that differentiated limits shall be applied based on risk perception of devices categorized by the bank.

#### 2.5. **Integration**

- i. Integration with various systems for customers, partners and internal systems must be quick, seamless and secured. While it must support wide range of protocols, integration methods and systems actual integration with various systems must be through the most efficient and latest technology. The bidder shall have to deploy the necessary software/infrastructure.
- ii. Must have necessary software application/components of APM/other tools to monitor status of the application connected to the platform. The system should be capable of analyzing the bottlenecks – from user device to db level and with precision. Auto-recovery must be enabled, where feasible.
- iii. Data sync with various source systems.
- iv. Providing/Consuming APIs for integration with various systems and sub-systems – internal, partner or customer related. Micro services based architecture is desirable.

#### 2.6. **Scalability and Flexibility**

- i. Quick changes in workflow/transaction flow, including new ones.
- ii. Reports – both for display and email – must be quickly customizable without change in codes.
- iii. Scalability, both vertically and horizontally, is required to optimally utilize various resources on a high availability mode.

#### 2.7. **Security**

- i. Required security features must be made available, without affecting customer experience.
- ii. Must comply with latest RBI Master Direction on Digital Payment Security and Control issued on February 18, 2021 (RBI/2020-21/74) which inter-alia requires containerized application.
- iii. Adaptive authentication

### **3. Centralised Digital Payment Processing - Functionality**

We propose to have a solution, which must provide both issuing and acquiring capability and should have the following components at the minimum.:

#### **I. IMPS**

- a. Issuer Financial Services – Inwards/ Returns
- b. Acquirer Financial Services – Outwards/ Refunds - P2A/P2P – B2B – B2C
- c. Non-Financial Services – Penny Drop/ Enquiries/ Account Validation
- d. XML Message Format Compliance
- e. Latest Circulars compliance
- f. Integration with Internet Banking and Mobile Banking Solution of the Bank

#### **II. Unified Payment Interface (UPI)**

- a. Switch
- b. Middleware
- c. Issuer Module
- d. Acquirer Module
- e. Special Modules in UPI such as:
  - i. Aadhaar OTP based onboarding and Pin Change
  - ii. GST Compliant
  - iii. International Payments,
  - iv. ATM Cash Withdrawal (ICCW)
  - v. UDIR
  - vi. BBPS Integration
  - vii. Wallet Integrations – Load money to wallet, send money to wallet
  - viii. UPI Prepaid Voucher including bulk vouchers
  - ix. UPI Bulk Payment with reverse feed
  - x. UPI Bulk Collect with reverse feed
  - xi. Collect from VPA
  - xii. UPI Mandates
  - xiii. One time/Recurring Mandate Collections, ASBA support
  - xiv. Static/Dynamic QR based Collections
  - xv. UPI Lite
  - xvi. UPI123 Pay Functionality for feature phone
  - xvii. Refunds
  - xviii. e-Rupi including bulk vouchers
  - xix. Transaction Confirmation Message (incoming credit, collect approval)

- f. Admin module for all entities
  - g. to develop a mobile app for Android, IOS for all entities
  - h. Migration of data where required
- (All the features as specified by NPCI so far while complying with all the OC Circulars)

III. **NEFT / RTGS**

IV. **NACH Debit**

- a) As Sponsor Bank
  - i. Sponsor Code Management
  - ii. Outgoing Pacs.003 generation, Ack. and Incoming Returns
  - iii. Reverse Feed to Corporate in their format
- b) As Destination Bank
  - i. Incoming Pacs.003 acquisition and validation
  - ii. Exception management (Funds retry), Name Number Validation
  - iii. Outgoing Pacs.003 Return generation and Returns Ack / Nak mgmt.
- c) Direct Debit Management
  - iv. Mandate validation and upload
  - v. Mandate Response generation and sharing
  - vi. Transaction validation and upload
  - vii. Mandate Response generation and sharing

V. **E-Mandate Management**

- i. Mandate services – Initiation, amendment, cancellation, enquiry
- ii. Mandate Creation Management – Pain.009 / Amendment Management – Pain.010 / Cancellation Management – Pain.011
- iii. ACH acknowledgement management – Pain.012
- iv. Reverse Feed to Corporates
- v. Mandate Repository management and Mandate validation for Corporate Collection Processing
- vi. White label portal for Corporate's end customer for registration of online mandates (eNACH) through NPCI Integration

VI. **E-TOLL Solution by NPCI**

- a. Issuer services:
  - i. Customer Registration web portal
  - ii. Toll payment Transaction processing
  - iii. Tag Blacklist
  - iv. Reconciliation and Settlement reports
  - v. Seasonal Pass Management
  - vi. Dispute Management
  - vii. NPCI Mapper (Adding Fast Tag)
- b. Acquirer Services
  - i. Plaza and Concessionaire onboarding
  - ii. Charge configuration
  - iii. Collections Transaction processing
  - iv. Seasonal Pass management
  - v. Manage Incorrect Transactions
  - vi. Exception list handling (Blacklist & Low balance tag)

VII. **Bharat Bill Payment System (BBPS)**

- i. Biller onboarding
- ii. Support for both online and offline Billers  
Biller configuration for online and offline Billers
- iii. Biller Configuration
- iv. Bill Fetch, Convenience Fee, Bill Pay both On us & Off us
- v. Bill Presentment, autopay
- vi. Transaction Enquiry
- vii. Biller Status check
- viii. Message format configuration for integrating with Online billers
- ix. Bill fetch and Bill payment both online and offline

VIII. **Public Fund Management Solution (PFMS)**

- a) Required for both Central/ State Government/UT Agencies
- b) Solution should be adaptive and dynamic to meet new requirements such that new Govt. schemes can be on boarded and implemented effectively providing single internal and external view.
- c) Solution should provide differentiators and edge over the competitors.
- d) The Solution should provide quick Turn Around Time on Govt. specialized requirements in an agile way and should provide single view of all the operations and implementations.

Features required in PFMS Solution are:

- i. Client Onboarding
- ii. Budget Allocation
- iii. Beneficiary/ Vendor Management
- iv. Fund Disbursement, Settlements and Accounting via various Payment modes such as NEFT/ RTGS/ NACH/ ABPS/ UPI/ IMPS
- v. Refunds (Advance / Expenditure / Security Deposit)
- vi. MIS and Dashboards accessible to both Ministries and Bank
- vii. Client Service Catalogue
- viii. Fund Allocation
- ix. Scheme Management (such as SNA, PFMS, IFMS, DSC, EAT, PM KISSAN etc.)
- x. Various File Management System and Document Management System for PFMS
- xi. Rule Engine and Workflow Management System
- xii. End to end tracking of funds and monitoring of the progress
- xiii. Capability of re-allocation of funds as per progress leading to better utilization
- xiv. Providing transparency and insight into the process at any level of the Organization
- xv. Access and Authorization Management
- xvi. Audit Trail and History Management
- xvii. User Account Management
- xviii. Latest Interface Framework
- xix. Where schemes are not managed through PFMS, the solution should be capable of handling the entire workflow end-to-end.
- xx. Aadhaar Payment Bridge System (APBS)
  - i. Agency Onboarding and User management
  - ii. Admin functionally for authorization
  - iii. APBS sponsor bank process flow
  - iv. Files and reports
  - v. APBS transaction flow (From NPCI)
  - vi. Account Mapping from Account to Aadhar
  - vii. Admin functionally for authorization
  - viii. Generation transaction response file (To NPCI)

IX. **Merchant Payment Solution**

- i. Solution should be able to comprehensively provide all the aforementioned payment solution and its unique features to the corporate customer in a form of bouquet of services through portal/ API / Micro Services.
- ii. Solution should be capable of sending all types of corporate payments and collections through this portal.
- iii. Merchant Payment Solution should be capable of Integration Approaches, Transaction Routing, Multiple Payment Functionality, Bank User Hierarchy, Enterprise Hierarchy etc.
- iv. Integration with other systems shall have to be done to provide unified view about funds movement of the respective customer.
- v. Merchant Solution to have an Admin Portal giving all the controlling functions and features of Merchant Payment Solution which inter alia includes validate and upload bulk payment file, download reconciliation and response files including failed transaction details, lodge grievance / download status through CRM to be integrated, single sign-on access to other linked system/s including PG portal.

X. **Payment Gateways**

Integration with Payment Gateways

XI. **Block Chain Based Payment**

- i. Remittances – including Cross-border payment
- ii. Invoice financing
- iii. Trade Finance
- iv. Other use cases

XII. **Central Bank Digital Currency – Future Roadmap**

- i. All use cases as and when decided by RBI/Government

### XIII. **Other Related Requirements**

#### A. **Controls**

- i. Blacklisting customer for all channel/entity
- ii. Blocking of any channel or credit/debit type for any customer or range of customers
- iii. Implementation of industry-wide control to block funds of other bank customers remitted to our bank, as per methodology to be suggested by RBI/IBA.

#### B. **Liquidity Management**

Liquidity position for bank/other entities, corporate customers (incl. Govt Department) etc. should be available.

#### C. **Clearing, Settlement and Reconciliation Modules**

- i. The solution must provide the details /files for clearing and settlement of various entities.
- ii. This must comply with the requirement of payment system providers and must be configurable to meet the objective of meeting the timeline for implementation of clearing cycles timing and other aspects of payment.
- iii. As per the requirements of RBI Master Direction on Digital Payment Security and Control, Bank is required to implement a mechanism for a real-time/ near-real-time (not later than 24 hours from the time of receipt of settlement file(s)) reconciliation framework for all digital payment transactions between the Bank and all other stakeholders. Service Providers to mention specifically about the functionality of real-time/near-real time capability of reconciliation and the methodology/architecture used to meet this requirement. The Service Provider must also mention about the method of integration with third party Reconciliation Solution Provider to share required data/information for reconciliation.

**D. Dispute Resolution Mechanism of the Solution**

- i. Proactive dispute resolution for failed transactions is a pre-requisite and for transactions under dispute the resolution has to be achieved with the TAT harmonization framework of RBI.
- ii. Dispute Resolution module for all the channels must be available. It is clarified that for capturing the complaints and recording subsequent developments/resolution shall be done in the CRM application of the bank.
- iii. The Platform must be integrated with respective Payment Service Operators and comply with the Online Dispute Resolution framework of RBI / PSOs.

**E. Charges & Commission Analytics of various Modules implemented in Solution (wherever applicable).**

- i. Charges to be levied is an important requirement. Hence this module must have all important functionalities including but not limited to the following channel-wise and entity-wise:
  - a) Maintenance of Parameter for various charge
  - b) Maintenance of list of accounts with charges recovered and not recovered
  - c) Periodic attempt of recovery of charges, including partial recovery.
  - d) Where partial recovery is done, date-wise recovery for full recovery must be available/provided
  - e) Provision for marking lien and unmarking lien in CBS through the unified switch for recovery of charges.
  - f) Where available required integration shall have to be done to recover charges.
  - g) Recovery of charges and Reversal of wrong charges, with or without GST.
  - h) Scheduling of activity for recovery
  - i) Generation of statistics for regulatory reporting and billing/invoicing.



## **F. Detailed Analytics & Insights of Solution**

- i. Analytics and insights is a key requirement. Hence this module must have all important functionalities including but not limited to the following channel-wise and entity-wise:
  - j) Payment statistics – both inward and outward
  - k) Success/failure rates in respect of overall payment ecosystem and also channel-wise.
  - l) Top N customers having highest successful/failed transactions
  - m) Top and bottom N customers – overall channel or channel-wise – in respect of volume, value and charges contribution
  - n) Top and bottom N customers – overall channel or channel-wise – in respect of various business verticals of the bank.
- ii. Various statistics as required by the customers including success/failure statistics, payment statistics etc.
- iii. Scheduling of dash board and reports

## **G. Alert Mechanism (SMS, E-Mail, Portal based) for each and every modules of the Solution**

- i. Functioning of solution, related infrastructure and application
- ii. At each stage of transaction done by the customer
- iii. Upon completion of scheduled activities

## **H. User Experience**

- a) Excellent User Interface (UI) and Dashboard is one of the key requirements. The bidder must have a team with requisite qualifications and experience for this.
- b) The application should be available in normal and lite versions to address network connectivity issues. Progressive Web Application methodology or equivalent is a pre-requisite.
- c) Data compression and secure transmission through latest methods
- d) Must conform to multi-lingual requirement. Must have natural language processing ability for various actions.
- e) Sign-on must be with ease and various options must be available including biometric. Additional factor of authentication must be made available as per security and regulatory requirement.

- f) Uniform requirement for various requirements e.g. common beneficiary across channels, common SNA Models, common merchant id etc.
- g) Customer should be able to customize the required functionalities.
- h) Multi-level flexible workflow with minimum intervention.
- i) Availability of demos/videos etc in customer preferred language with sub-title option.
- j) Futuristic design to comply with data privacy requirements, including data masking/encryption.

**PART-III**

**Annexure-A – Company / Firm Profile**

| <b>Sr. No.</b> | <b>Particulars</b>  | <b>Details</b>         |
|----------------|---|------------------------|
| 1              | Company / Firm Name   |                        |
| 2              | Date of incorporation   |                        |
| 3              | Company Head Office Address   |                        |
| 4              | Registered Office address   |                        |
| 5              | Key Contact Persons Contact Details<br>Telephone No.<br>Mobile No.<br>Email Id.<br>(give at least 3 contact persons details)  | 1)<br><br>2)<br><br>3) |
| 6              | Give brief write up <b>only for completed Projects like;</b><br><br>Type of project/s undertaken, Methodology, Duration of the Project, Technical Capabilities, Number of Technical Staff Deployed or any other relevant information. |                        |
| 7              | Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.   |                        |
| 9              | Net Worth (after Tax / Depreciation) AND Positive Net Profits (after tax)/Positive net worth during last 3 financial years for Last three financial years.<br>2017-18, 2018-19, 2019-20<br>(Please attach copy of balance sheet.)     |                        |
| 10             | Whether the bidder is CMM Level 4 and above certified organization in any one of the last three years (Enclose Proof)   |                        |
| 10             | Name, Designation, Tel No, email of authorized official submitting the EOI.   |                        |

Note: - All Proof Documents are to be signed and authenticated by the Bidder

**Annexure-B:**

**Details of Services / Consultation / Implementation during recent past [i.e. after January 2018 - ongoing / completed projects] of Consultation Services already done by Vendor / Bidder with respect to subject line of this EOI.**

| <b>Sr. No</b> | <b>Particulars</b>  | <b>Details</b> |
|---------------|---|----------------|
| 1             | Name of the Bank / Organization [BFSI] where the proposed service is carried out by the bidder & running successfully for the <b>last 6 months.</b> |                |
| 2             | Address, Name, Designation, Mobile, Telephone, email of a contact person at above Bank / Organization [BFSI].                                       |                |
| 3             | Date of service / assignment start and finish dates   |                |

**Note: - In case of more than one implementation, provide above information for each implantation separately. Please provide documentary proof for each implementation/s.**

All Proof Documents are to be signed and authenticated by the Bidder.

**Annexure C:**

**i) Middleware requirement: indicative**

**Response to the Criteria (Y- available, N- Not Available, C- Customizable)**

| Sr. | Requirement   | Response (Y/N/C) | Comments |
|-----|---|------------------|----------|
| 1.  | Banks require middleware solution to integrate various applications available in the bank including legacy systems to ensure seamless data processing, validation, error handling, and transformation and reporting using communication with Message oriented Middleware (MOM).   |                  |          |
| 2.  | Should support cross-platform (SAS, JDK,.NET Framework etc) and cross language interpretation and provide a platform to transform message into format that target application can interpret.  |                  |          |
| 3.  | Real time data transformations and batch modes data transferring ability. Logging of the traffic flow through it. Ability to audit the middleware solution and traffic  |                  |          |
| 4.  | The broad requirements of the Middleware solution is as follows:<br>Interchange of data in different formats between various applications. This will include structured, standard like WSDL, BPEL, XML, ISO, XBRL, UDDI and proprietary-formats. Some of the indicative formats are Flat files, ASCII Files, XML, X.12, EDIFACT, Sap Idocs, B@NCs Messaging, ISO20022, ISO 15022, ISO 8583 etc. .<br>Other integration methods like file transfers to be interfaced |                  |          |
| 5.  | Application integration:<br>Ability to talk to any software/ application using HTMLs, xML, ASP.Net, VB.Net, ADO.NET, Java Script, VBScript, Oracle Forms, Cobol, Me, perl, Scripts, UNIXshell scripting, Java Messaging, web services, Data base, Common folder and other proprietary interchange through API calls, Common formats.<br>Create Word/Excel files for version of Office 2007/Office 2010/Office 2013/Office 2016/Office 2019, PDF files etc.          |                  |          |

**ii) Support for all the following software variants in Bank**

**Response to the Criteria (Y- available, N- Not Available, C- Customizable)**

|    | Requirement   | Response (Y/N/C) | Comments |
|----|---|------------------|----------|
| 1. | Application/Web servers:<br>IBM Https Server, IBM Websphere, Weblogic, JBoss, Apache Tomcat, Sun Java Server, IIS, etc.   |                  |          |
| 2. | Databases<br>Oracle, SQL (variant of My SQL, non-stop SQL-MX etc.), Postgre, DB2, Microsoft SQL server, etc.  |                  |          |
| 3. | Other Middleware<br>IBM Middleware Stack, Oracle Middleware Stack, etc.   |                  |          |
| 4. | Operating systems<br>VMware, Linux, UNIX (AIX, HPUX), Windows, iOS, Android, Mainframe, Tandem, etc. SFTP, FTP, LDAP, etc. J2ME, JDBC/ODBC connectivity, JMS, C, C++, Objective C, C#, etc. |                  |          |

**iii) Should Support the below mentioned requirements**

**Response to the Criteria (Y- available, N- Not Available, C- Customizable)**

|    | Requirement   | Response (Y/N/C) | Comments |
|----|---|------------------|----------|
| 1. | Validation, error handling and data transformation during the interchange   |                  |          |
| 2. | Unsupported legacy systems if any identified are to be migrated to new technologies which support message based data movements. |                  |          |
| 3. | Accept inputs in various file formats from any target and convert into message formats  |                  |          |

|     | Requirement   | Response (Y/N/C) | Comments |
|-----|---|------------------|----------|
| 4.  | Ability to accept single input and required to provide data in Bulk like reporting in any known formats and vice versa.   |                  |          |
| 5.  | Generate outputs in various file formats and message formats Ability to understand that the output will be a file / single stream of records etc.                                     |                  |          |
| 6.  | Feature for storing and forwarding of data as per required timelines that can be specified (Scheduling).  |                  |          |
| 7.  | Features to generate reports of processed data and unprocessed data (with reasons for rejection with error handling).   |                  |          |
| 8.  | Features for Repair of Data through Structured Template / Screens with suitable validations for ensuring integrity of repaired data.  |                  |          |
| 9.  | Capabilities of maintaining and managing queues with features for prioritization Alerts in respect of failures / errors. Ability to autocorrect errors.                               |                  |          |
| 10. | Acknowledgement of Data receipt and deliveries to the concerned.  |                  |          |
| 11. | The solution should have capabilities for enabling / disabling security features like password, data and message encryption using SSL, IP Authentication, VPN, Secure FTP, SFTP etc.  |                  |          |
| 12. | There should be web interface for Management, Audits, Administration and User interaction with the application. All the four roles should be clearly differentiated as per the roles. |                  |          |
| 13. | Features for adding / integrating a new partner, message format, application. Tight integration with PIM/ VAS / SIEM/ DAM solutions implemented by the Bank                           |                  |          |
| 14. | Follow Secure Code Development / Standards  |                  |          |
| 15. | Web Application Security Standards, SSL, Secure Socket Communications, Secure MQ, SFTP, PCI-DSS standards, Payments Messages Security, etc. The                                       |                  |          |

|  | Requirement  | Response (Y/N/C) | Comments |
|--|--|------------------|----------|
|  | above requirements are indicative and are not exhaustive |                  |          |

**iv) Modern Feature for the Integration (Please discuss on DevsecOPS)**

**Response to the Criteria (Y- available, N- Not Available, C- Customizable)**

|    | Requirement   | Response (Y/N/C) | Comments |
|----|---|------------------|----------|
| 1. | AI-ML powered Integration Automated Testing for API and interface   |                  |          |
| 2. | Enterprise messaging, which should enables asynchronous point-to-point access to services in closed heritage systems or heterogeneous backends.   |                  |          |
| 3. | Event publish/subscribe integration, which should in an event-driven architecture enables synchronous many-to-many coordination of services across multi-cloud and on-premises contexts.          |                  |          |
| 4. | File transfer, which should enables batch integration between systems for moving large data files in short timeframes.  |                  |          |
| 5. | Application data integration, which should enables synchronous access to coarse-grained services across various backends  |                  |          |
| 6. | API integration, which enables synchronous access to fine-grained services across various backends.   |                  |          |
| 7. | Agile DevOps: Use tools that support test-driven development and automated CI/CD pipelines.   |                  |          |
| 8. | <i>Distributed component-based architecture:</i> Take advantage of lightweight, fine-grained integration services that enable microservices and on demand runtime application –level development. |                  |          |
| 9. | <i>Open:</i> Build on open standards with assured compatibility across diverse environments.  |                  |          |



|     | Requirement   | Response (Y/N/C) | Comments |
|-----|---|------------------|----------|
| 10. | Experience in providing consulting services to at least one BFSI Organization in India, in emerging / latest and innovative technologies like Blockchain/ AI-ML/ RPA / IoT; and the related business use cases. |                  |          |

Note: - All Proof Documents are to be signed and authenticated by the Bidder.

## Annexure- D

### Confidentiality / Non-Disclosure Agreement

**EOI Ref: BOI: HO: IT: DC: EOI:01 Dated: 13/06/2022**

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_\_\_ day of 2022, and shall be deemed to have become in full force and effect from \_\_\_\_\_(the “Effective Date”).

BY and between M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Bank of India, having its Head office at Star House I & II, C5, G – Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

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

WHEREAS: -

i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.

ii. Bank has agreed to disclose, transmit, receive, and/or exchange certain confidential information “to cover the business transaction between parties for the provision of services related to \_\_\_\_\_” (“the Purpose”) as more particularly described in Purchase Order no \_\_\_\_\_, issued by Bank in favour of M/s. -----.

**NOW THIS AGREEMENT WITNESS:**

## 1. Interpretation

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## 2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder, the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavour:

I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

III. limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

### **3. Return or destruction:**

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

### **4. Permitted disclosure:**

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

### **5. Ownership of Information:**

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

### **6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

### **7. Remedies and Relief:**

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

### **8. No Assignment**

This Agreement shall not be assigned by the successful bidders, by operation of law or otherwise, without the prior written consent of Bank. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

### **9. Severability**

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

### **10. Delay or Waiver**

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

## **11. Notices**

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

## **12. Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 3 years beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one-month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

## **13. Governing Law**

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

## **14. Indemnity**

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

## **15. Modification**

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

## **16. Headings**

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

## **17. Review of Contract and performance**

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

## **18. Proprietary Rights:**

The entire work product mentioned in this EOI shall be the sole and exclusive property of the Bank. The successful bidders hereby-irrevocably grant, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under EOI contract. All information processed, stored, or transmitted by successful bidders belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to

redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful bidders from unauthorized disclosure, modification or access. The bank's decision will be final.

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

### 19. Counterparts

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

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

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

.....

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\*\*\*End of Document\*\*\*