



Bank of Maharashtra (One Family... One Bank... Mahabank)

Request for Proposal For Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution for Five Years, Under Capex Model.

TENDER REFERENCE # RFP – 09/2022-23

Head Office, 'LOKMANGAL'
1501, Shivajinagar, Pune – 411 005

COST OF TENDER DOCUMENT: Rs. 17,700/-(Inclusive of GST)



Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document/Vendor/Supplier/Contractor.
3. RFP means the Request for Proposal no RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder/Respondent/Vendor/Supplier/Contractor. – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. NSIC – National Small Industries Corporation Limited
13. Acronym Full Form
14. AM Approach and Methodology
15. AMC Annual Maintenance Contract
16. APIs Application Programming Interface
17. APT Advanced Persistent Threat
18. ATM Automated teller machine
19. ATS Annual Technical Support
20. Bank Bank of Maharashtra
21. BC Business Continuity
22. BOM Bill of Materials
23. BRS Business Requirement Specification
24. CB Commercial Bid
25. CBS Core Banking Solution
26. CD Compact Disk
27. CPC Common Point of Compromise
28. DB Database
29. DC Data Centre
30. DLA Device Level audit
31. DR Disaster Recovery
32. DR Disaster Recovery
33. EMD Earnest Money Deposit
34. FM Facility Management
35. FR Functional Requirements
36. GST Good Services Tax
37. GUI Graphical User Interface
38. HA High Availability
39. HRMS Integrated Human Resource Management System
40. IRM Integrated Risk Management
41. IS Information Security
42. ISO international standards organization
43. IT Information Technology
44. MO Management Organization
45. MS SQL Microsoft structured query language
46. NBFC Non-Banking Financial Company
47. NDA Non-Disclosure Agreement
48. NPCI National Payment Corporation of India
49. NUUP National Unified USSD [Unstructured Supplementary Services Data] Platform
50. OEM Original Equipment Manufacturer



51. OS	Operating System
52. OSD	Original Software Developer
53. OPD	Original Platform Developer
54. PB	Project Demonstration & Bid Presentation
55. PBG	Performance Bank Guarantee
56. PO	Purchase Order
57. PoP	Point of Presence
58. POS	Point of Sales
59. PSP	Payment System Player
60. PSU	Public Sector Undertaking
61. RBI	Reserve Bank of India
62. RCA	Root cause analysis
63. RFP	Request for Proposal
64. RPO	Recovery point objective
65. RRB	Regional Rural Bank
66. RTGS	Real Time Gross Settlement
67. RTO	Recovery Time objective
68. SAN	Storage Area Network
69. SCB	Scheduled Commercial Bank
70. SEBI	Securities Exchange Board of India
71. SI	System Integrator
72. SLA	Service Level Agreement
73. SOP	Standard Operating Procedures
74. SRS	System Requirement Specification
75. T&D	Training and Development
76. TB	Technical Bid
77. TCO	Total Cost of Ownership
78. TPS	Transactions Per Second
79. TR	Technical Requirements
80. UAT	User Acceptance Testing
81. UPI	Unified Payment Interface
82. USSD	Unstructured Supplementary Services Data
83. VA	Vulnerability Assessment
84. HSMs	Hardware Security Modules
85. GOI	Govt. of India
86. AMC	Annual Maintenance contract
87. RBI	Reserve Bank of India
88. CPU	Central Processing Unit
89. RAM	Random Access Memory
90. OEM	Original Equipment Manufacturer
91. FI	Financial Inclusion
92. CMS	Card Management System
93. FRMS	Fraud Risk Management System
94. SIEM	Security Information & Event Management
95. VPA	Virtual Payment address
96. SDKs	Software Development Kits
97. ISO	International Organization for Standardization
98. XML	Extensible Markup language
99. MQ	Messaging & Queuing
100. QR	Quick Response Code
101. POS	Pont of Sale
102. UI	User Interface
103. NTSL	Net Settlement Report

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. The Bidder or any



person acting on behalf of the Bidder should strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder/s will be held responsible for any misuse of information contained in the document, and liable to be

Prosecuted by the bank In the event that such a circumstance is brought to the notice of the bank. By downloading the document, the interested party is subject to confidentiality clauses.





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1. INTRODUCTION

About Bank

Bank of Maharashtra is a nationalized bank with a standing of 87 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 2000 branches/offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like Demat, ASBA, lockers and merchant banking etc.

The Bank is known as a frontrunner in implementation of technology initiatives.

CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Bank has 100% of its branches on Core Banking Solution – B@ncs24 (TCS). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- ▶ Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- ▶ Anti-Money Laundering solution
- ▶ Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- ▶ Cyber Security Operations Centre
- ▶ Automated Data Flow
- ▶ Own ATM Switch & 1900+ ATMs
- ▶ A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- ▶ Mail Messaging system
- ▶ Loan Life Cycle Management System
- ▶ Early Warning System

The Bank has implemented Core Banking Solution, Forex & Trade Finance, Anti-Money Laundering (AML), Internet Banking, General Ledger, FTP etc

The Bank has already deployed various IT applications / products like Core Banking, Internet Banking, Mobile Banking, Own ATM Switch with 1900+ ATMs, RTGS / NEFT, Security Operations Centre, Automated Data Flow, Mahasecure, Mahamobile, LLMS, EWS etc. In addition to the traditional Banking applications. the bank proposes to implement several new IT projects on an ongoing basis depending on their needs and the changing technology and regulatory environment.

Bank would like to implement Unified Payment Interface (UPI) solution on CAPEX Model and migrate from existing OPEX Model which will enable the Bank to offer Unified Payment Interface (NPCI standard) enabled services to their customer through various alternative channels available in the Bank

To undertake above implementation Bank would like to appoint system integrator, Bank invites Request for Proposal from reputed institutions / professional firms / companies to assist the bank in providing services detailed more in the scope section of this document.

2. INVITATION FOR TENDER OFFERS

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model as specified in Schedules of Requirement.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rs. Seventeen Thousand Seven Hundred only) by demand draft / bankers cheque/NEFT/ in favor of Bank of Maharashtra and payable at Pune.

The details for NEFT/UPI shall be shared with bidders on specific request through email.
Bid Collection and Submission Calendar

Tender Reference number	09/2022-23
Price of Tender Copy	Rs. 17,700/- * Inclusive of GST
Date of commencement of sale of tender document	13.05.2022
Last date of sale of tender document	06.06.2022 at 14:00 hours
Queries to be mailed by	21.05.2022 upto 16:00 hours
Queries to be mailed to	tendershoit@mahabank.co.in
Pre-Bid meeting with Bidders	24.05.2022 at 15:00 hours (Online Mode – Meeting details will be shared with bidders who have purchased the RFP)
Last Date and Time for receipts of tender offers	06.06.2022 up to 14:00 hours
Time and Date of Opening of technical bids	06.06.2022 up to 15:00 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	Deputy General Manger IT Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005 dgmitd@mahabank.co.in Phone: 020-25614498
Earnest Money Deposit	20 Lakh
Contact Telephone Numbers	Phone: 020 – 25614527 , 020 - 25614450
Website	https://www.bankofmaharashtra.in/tenders



- **If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.**

*Tender copy price is compulsory to participate in bid process. Bidders have to purchase tender document to participate in pre-bid meeting. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel). In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. In order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to **Annexure 1**).

Tender Document Cost can be remitted to following account for online mode of payments:

Bank Account No: 60058099506
Account Name: BANK OF MAHARASHTRA I.T. PAYMENTS
Bank IFCS Code: MAHB0000043
Branch name: Shivajinagar Branch
Branch Code: 0043
Branch address: Shivaji Nagar, Pune

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical bid or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

Tender offers will be opened in the presence of the bidder or authorized representatives of the bidder who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and it's all annexures.

**General Manager
Information Technology**



3. INSTRUCTIONS TO BIDDERS

3.1. Two Bid System Tender

The Technical Bid and Commercial bid must be submitted at the same time in **sealed envelopes**, giving full particulars, at the Bank's address given below, on or before the schedule date given in this document. All envelopes should be securely sealed and stamped. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

Important: The eligibility credentials, financial reports & product information brochures shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound manner.

Bank's address
Bank of Maharashtra Information Technology Department, "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following officers have been authorized to accept the tender documents

Shri. Keshav M, Sr. Manager- Head Office Pune

email ID: keshav.metkar@mahabank.co.in, Phone : 020-25614527

Shri Nishant Rai, Manager- Head office Pune

email ID: Nishant.raai@mahabank.co.in, Phone : 020-25614423

Shri Siva Devera, Manager- Head office Pune

email ID: Siva.Devera@mahabank.co.in, Phone: 020-25614352

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical/Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.

The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure 2 of this document**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A photo copy of original**



Commercial offers with prices duly MASKED be submitted along with the Technical Bid.

Bank reserves the right to reject any bid submitted without masked commercial.

ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A Xerox copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These two envelopes containing the Technical bid and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

ENVELOPE-III (Bid Security):

Bidders are required to submit Bid Security/EMD.

3.2. Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

3.3. Soft Copy of Tender document

The soft copy of the tender document will be made available on the bank's website. However, Bank shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 17,700/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune while submitting the bid.

3.4. Non-transferable Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

3.5. Offer validity Period

The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

3.6. Address of Communication



Offers should be addressed to the following office at the address given below:

The Deputy General Manager
Information Technology Dept., 3rd Floor
Bank of Maharashtra
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune – 411005.
Email: dgmitd@mahabank.co.in
Phone: 020-25614498

Emails: tendershoit@mahabank.co.in

3.7. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under **Annexure 3**.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

Only the authorized representatives of the bidder (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

Pre-bid meeting through Virtual/Online Mode: Considering the prevailing COVID situation Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids and who have paid the required tender fee or eligible for exempted from tender fee as per MSEs procurement Policy guidelines issue by Govt. of India

Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.

3.8. Opening of Offers by Bank

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be in this regard be brought for verification.

3.9. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:



a) Eligibility Criteria:

Bank will first scrutinize the eligibility of the bidders as per “qualification criteria” section mentioned in the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

b) Technical evaluation:

The evaluation of technical proposals, among other things, will be based on the following:

1. Bidder's financial stability
2. Methodology/Approach proposed for accomplishing the proposed project.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.
5. Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria as indicated in Section
2. Short-listing of the bidders based on the criteria
3. Arriving at the final score on technical proposal after Presentation-cum-Interview

c) Presentation-cum-Interview

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off to qualify for commercial evaluation process would be 70%. Bidder's scoring below the same would not be considered for commercial evaluation. However, Bank reserves the right to relax the criteria but not less than 50%.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

d) Commercial evaluation:

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the



Commercial Bids will not be opened. The details of Reverse Auction process are given in **Annexure 4** for reference.

The Commercial will have to be reported in the format as per **Annexure A**. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial is found to be blank and not filled with any amount, then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Only following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation

In case only Two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered. However, Bank's decision will be final in this regard.

e) Reverse Auction

The Bank shall conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation will be able to participate in the RA. RA will be on total cost of (A+B) as per the commercial annexure and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders before the start of Reverse Auction. Though Bank has provided details of Reverse Auction Business Rules in this documents, Business document submitted by Bidders before start of RA will be considered as final and binding on all parties. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bank will appoint a Third Party Service Provider for conducting Reverse Auction who will co-ordinate with eligible bidders. Bidders may have to procure digital certificates for participating in online reverse auction and all expenses incurred towards procurement of digital certificate will have to be borne by the bidders. Bidders will have to submit indicative commercials to the RA agency and RA will start with the lowest indicative commercial bid. The bidder with lowest indicative bid will be considered as L1 if no other bidder accepts the start price quoted by such bidder during RA.

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

f) Techno Commercial Evaluation:

The Scores will be calculated for all technically qualified bidders using the formula: -

$$S = \left(0.3X \frac{C_{\text{Minimum}}}{C_{\text{Quoted}}} \right) + \left(0.7X \frac{T_{\text{Obtained}}}{T_{\text{Highest}}} \right)$$

C Minimum – Commercial Score Minimum Quote



C Quoted - **Commercial Score Quoted**
T Highest – **Technical Score Highest Scored**
T Obtained -**Technical Score Obtained**

Technical will carry 70% Weightage and Commercial will carry 30% weight

In case of tie-up in Techno commercial evaluation score, the bidder scoring highest technical score will be declared H-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 hours after closure of Reverse Auction

Technical Scores of bidders will be sealed in presence of bidders and will be opened after Reverse Auction. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries of bidder post reverse auction.

3.10. Technical Evaluation Criteria

The table below highlights the parameters under the technical criteria and scoring methodology.

SN	Criteria	Max Score
1	Credentials	10
2	Functional & Technical Specification	60
3	Presentation & Demo	30
	Total	100

Please refer Annexure B for detailed Technical Evaluation Criteria

3.11. Online mode of bid submission:

Bank may opt for technical bid submission though online mode. The detailed instructions pertaining to Online mode of bid submission is annexed at **Annexure 5** of this RFP. The confirmation regarding the same shall be notified on Bank's website after Pre- Bid meeting along with reply of Pre-bid queries.

In case of online bid submission bidder shall submit their technical bids by uploading the required document on the portal specified in **Annexure 5** on or before the due date and time. The technical bid submitted via online mode shall be opened by the bank on scheduled date and time.

Non-Disclosure Agreement (NDA) **Annexure 6** and duly attested and signed copy of RFP along with corrigendum issued should be sent in physical form to the address mentioned in communication section of the RFP.

3.12. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the brochures/other information etc.



The suggested format for submission of **Technical bid** is as follows:

1. Index
2. Covering letter. This should be as per **Annexure 7**.
3. Details of the bidder, as per **Annexure 8**.
4. Compliance of eligibility criteria along with support documents in following format.
5. Technical bid with Specifications as given in **section 3.12**, complete with all the columns filled in.
6. Project plan and Execution schedule.
7. Approach and Methodology for the proposed scope of work along with illustrative deliverables
8. Details of the similar assignments executed by the bidder during the last two years
9. (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished) Details of Past experiences, as per **Annexure 9**
10. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
11. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
12. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
13. Bid Security (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
14. **Annexure 10** : Compliance Agreement
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.
18. Proposed team profile **Annexure 11**
19. Undertaking of Information Security **Annexure 12**

3.13. Masked Commercial bid

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. **The bid may be disqualified if it is not submitted.**

3.14. Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Bid (as per **Annexure A**). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Commercial Bid Format and also fill up the TCO for L1 of Annexure A

3.15. Erasures or Alterations



The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. Bank may treat offers not adhering to these guidelines as unacceptable.

Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank reserves the right for such waivers

3.16. Location of Project Implementation

This tender is being floated by the Head office of Bank. The Project Implementation location will be Pune. However, Bidder may be required to travel outside Pune as part of project.

3.17. Contract Period

The period of contract RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model Will be for 5 years from the date of successful go live or acceptance by the Bank. Bank may extend the same as per mutually agreed terms based on performance of bidder. However, if the Bank desires, the selected bidder has to provide same support for Application software after expiry of the contract period at mutually agreed terms and will be renewed on a yearly basis.

3.18. Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned above except GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

3.19. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

3.20. Short-listing of Bidders

Bank will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened.**

3.21. Adoption of Integrity Pact:

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure 13** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.



4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. 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.
9. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Arun Jha Email – arunjha01@gmail.com	Shri. Umesh Vasant Dhatrak Email -uvdhatrak@gmail.com
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3.22. Preference for Public Procurement (Preference to Make in India):

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), 16th September 2020) by Government of India will be followed for evaluation of the bids.

3.23. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for amount equivalent to mentioned in invitations section as Earnest Money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure 14**. The EMD will not carry any interest.

Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure 15**.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.



- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within required time
- The EMD will be refunded to
 - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
 - The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

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

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

3.24. commercial

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which consultancy services have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of OFSAA during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure A.

Description of the envisaged scope is enumerated as part of Section 4 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure A.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any



plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

4. SCOPE OF WORK

4.1. Project Objective

The purpose of this RFP is to invite bids from established entities For Supply, Implementation and Maintenance Of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model. Please refer **Annexure C** for Detailed Scope of Work.

4.2. Solution Integration with SIEM

If Bidder is offering any solution, it would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts for any violations IT Security related violation. Bidders is expected to support bank to send logs from the proposed configuration in an acceptable format to the existing SIEM solution.

Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration.

5. QUALIFICATION CRITERIA

5.1. Eligibility of the Bidder

5.1.1. Please refer Annexure D for Eligibility Evaluation Criteria

5.1.2. Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs.

5.1.3. Note- In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For Details please refer Annexure-16 of this RFP document

6. TERMS AND CONDITIONS

6.1. Costs & Currency

The offer must be made in Indian Rupees only, and price quoted must include the following cost components.

1. Cost for implementation and maintenance of solutions as per Scope



2. All taxes and levies excluding GST.

6.2. Right to Alter Scope

Bank reserves the right to alter the proposed scope.

6.3. Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about 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 tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences 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.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

6.4. Performance Bank Guarantee (3%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3 % of the value of the contract within 30 days of the date of receipt of the purchase order. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 6 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th December 2021 which are applicable to all tenders/ contracts issued/ concluded till 31st March 2023. If the tenders/ contracts is not issued/ concluded till 31st March 2023, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %

6.5. Payment Terms



The payment terms for the project would be as per Annexure E

6.6. Project Timelines

The Bidder is expected to adhere the timelines stipulated in Annexure F.

6.7. IT Act

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

6.8. Aadhaar ACT

The successful bidder must comply with Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.

6.9. ISMS Framework

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank. Details in this regard will be shared with successful bidder.

6.10. Change Management

Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.

All the IT components proposed under the RFP in the scope of RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

If any software provided by bidder becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

6.11. Supplier BCP

Bidder shall maintain business continuity, as per agreed business continuity plan

6.12. Assignment

This Agreement shall not be assigned either fully or in part by the Receiving Party to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of receiving party

6.13. Subcontracting

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

6.14. Protection of Reputation

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Company fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Company undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice

6.15. Cancellation of Contract and Compensation

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

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

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

6.16. Exit Option & Contract Re-negotiation



1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order or as agreed terms by Bank;
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - c. The bidder goes into liquidation voluntarily or otherwise.
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - g. Delay in delivery / installation / commissioning of solution beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

6.17. Intellectual Property Rights

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such



information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

6.18. Corrupt & Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among 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.

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

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

6.19. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank’s interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6.20. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are



cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.21. Termination

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract immediately in case of serious discrepancies observed in the services as mentioned in the RFP.

6.22. Effect of Termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
5. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

6.23. Service Level Agreement

1. The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-



- disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.
2. The bidder needs to strictly adhere to Service Level requirements defined in Annexure G

6.24. Liquidated Damages / Penalty

In case these milestones are not met then the bidder will have to pay penalty to Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 10%. If delay exceeds two weeks from due date of implementation, Bank reserves the right to cancel the entire order.

If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

The overall LD during implementation will be to a maximum of 10% of the total cost of the project.

Penalty for delay in the change request implementation (post go live) for each week of delay beyond the agreed date for delivery of CR or part thereof will be a sum equivalent to 0.25% of the cost of the respective Change Request for delay of one week or part thereof each time, subject to maximum of 10 % (Ten percent) of the total Change Request cost.

A delay of 3 or more working days will be considered as 1 week full for the purpose of calculating delay.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

6.25. Indemnity

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



of this agreement document or breach of any representation or warranty by Bidder , (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.30 of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.30 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

1. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by IT Act 2000.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.

6.26. Force Majeure

"Neither Party" will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.



Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

6.27. Resolution of Disputes

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English

6.28. Non-Disclosure Agreement

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project;

Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access. (Refer annexure)

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 6**.

6.29. Pre-Contract Integrity Pact

The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 13**.



6.30. Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.

Under no circumstances Bank of shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

6.31. Confidentiality

This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents



of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from Bank (“Disclosing Party”) and that:

- (a) Relates to the Disclosing Party; and
 - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
 - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site
 - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
 - (f) Information disclosed pursuant to this clause will be subject to confidentiality for forever
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes 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;
 - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;



- ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
 - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, 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 Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. 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, statutory 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 Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.



- d. The confidentiality obligations shall survive forever between the bidder and the Bank.

6.32. Severability

- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

6.33. Delays in Design, Implementation and Performance Guarantee.

The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period. The value of the performance guarantee will be 10% of the Total Project Cost.

The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- (a) Claiming Liquidated Damages
- (b) Termination of the agreement fully or partly

In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.

6.34. Publicity

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

6.35. Privacy and Security Safeguards

The successful Bidder 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 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.

6.36. Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

6.37. Other Terms and Conditions:

1. Bank reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Interview the personnel being deployed on the project

2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.

3. **Professionalism:** The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.

6. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

7. **EXPENSES :** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".



8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
9. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

6.38. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.39. Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune (with the exclusion of all other Courts).

6.40. No Employer-Employee Relationship

This agreement is on a Principal to Principal basis and does not relate any employer – employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractor or subcontractor or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

6.41. 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 on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder 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 bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with 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

6.42. Service Continuity

The bidder recognizes that all the services under this Agreement are vital to the Bank and bidder agrees to provide continued services rendered by bidder and or its OEM partners till the renewal of the contract after the contract expiration or until any other alternate solution is implemented.

The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract.

6.43. Disclaimer

The scope of work document is not an offer made by Bank but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.



7. ANNEXURES

7.1. ANNEXURE 1 : CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2020/2021. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.

Seal of the
firm



7.2. ANNEXURE 2: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. ENVELOPE-I (Technical bid along with softcopy):

- 1.1. RFP/Tender Document Purchase Proof / Exception Certificate in Case of Exemption
- 1.2. Non-Disclosure Agreement
- 1.3. Compliance Agreement
- 1.4. Pre Contract Integrity Pact
- 1.5. Details of The Bidder
- 1.6. Details of Past Experiences of Handling Similar Project Record
- 1.7. Proposed Team Profile
- 1.8. Undertaking of Information Security (If Applicable)
- 1.9. Model Certificate Format for Tender Participation to be Submitted by Bidders (If Applicable)
- 1.10. Masked Commercials Bid
- 1.11. Eligibility Evaluation Compliance and Supporting Documents
- 1.12. Technical Evaluation Criteria and Supporting Documents
- 1.13. Bidders Proposal
- 1.14. Other Documents to Be Submitted by bidder but not listed above.
- 1.15. Undertaking of Compliance with NPCI/ RBI and Government Guidelines.
- 1.16. Undertaking for 7 Year Roadmap
- 1.17. List of Hardware and Software Components
- 1.18. Format for Local Content

2. ENVELOPE-II (Commercial bid):

3. ENVELOPE-III (Bid Security):



7.3. ANNEXURE 3 : FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model

RFP : XX2021		RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model				
BIDDERS NAME						
Sr no	Page #	Point / Section #	Main name	Section	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : XX2021		RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model				
BIDDERS NAME						
Sr. No.	General Query related to RFP				Comment / Suggestions	



7.4. ANNEXURE 4 : GUIDELINES, TERMS & CONDITIONS & PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Bank intends to use E Procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

1. Rules for E Procurement Auction (Reverse Auction):

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in **Format-A**.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

- i. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
 1. Acceptance of Rules for Reverse Auction and undertaking as per format in **Format-A**.
 2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
 3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in **Format-B**.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.



iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. **DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. **DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. **CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.

h. **PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

i. **TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

j. **MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

k. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE L OF RFP** before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO



of **ANNEXURE L OF RFP**. This total value is taken as the start price of the bidding process.

I. DECREMENTAL BID VALUE

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50,000/- (Bank may change this value and same will be communicated before reverse auction).
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of **ANNEXURE L OF RFP** proportionately by the system.

m. REVERSE AUCTION PROCESS:

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per **ANNEXURE L of RFP** duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. EXPENDITURE ON REVERSE AUCTION:

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

o. CHANGES IN BUSINESS RULES:

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.



p. **OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. **ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

2. Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE L OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.



- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP XX2021, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP XX2021 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



7.5. ANNEXURE 5 : INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION

Bid Submission Mode.	Through e-tendering portal https://eauction.auctiontiger.net/EPROC/ (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.	e-Procurement Technologies Limited HelpDesk Name: Ravi Sheladiya Direct: 079 6813 6856 Mobile: 908 100 0428 Email: Ravi.S@Auctiontiger.net

E-TENDERING:

1. E-Tendering will be conducted on a specific web portal with the help of the Service Provider identified by the Bank.
2. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://eauction.auctiontiger.net/EPROC/>. Rules for web portal access are as follows:
3. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. 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.
4. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
5. Bidders will be participating 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.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. 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 Auction successfully.
8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.



9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. 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.
12. 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 for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. 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.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.



7.6. ANNEXURE 6 : NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___ day of ___ 2021 at (Place)___

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor/receiving party" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model. M/s after going through the Bid Documents and being interested to act as consultant as per RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model, has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential for a period of contract plus 1 year from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive forever.

Confidential Information does not include information which:

1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
2. is the public domain
- I. is received from a third party not subject to the obligation of confidentiality with respect to such information
- II. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient



Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive 2 years after the expiration, cancellation or termination of this Contract.

Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same

Resolution of Disputes: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

Waiver Clause : The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized

representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

Relationship between parties: This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Notice Clause: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd.	For and on behalf of Bank of Maharashtra
()	()
(Designation)	(Designation)



7.7. ANNEXURE 7 : TENDER OFFER COVER LETTER

Date: _____ 2022

Tender Reference No.:XX2022

To:

Having examined the tender documents including the annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model in conformity with the said tender documents in accordance with the Prices indicated in the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence delivery within _____(Number) days and to complete activities defined in scope of work as specified in the Contract within _____(Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

1. We agree to abide by this tender offer till 180 days from the last date for submission of Tender Documents to the Bank (RFP closing date) and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this _____ day of 2022

Signature: _____

(In the Capacity of :) _____

Duly authorized to sign the tender offer for and on behalf of



7.8. ANNEXURE 8 : DETAILS OF THE BIDDER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2019-20 2020-21 2021-22	
9.	Profit of the company (not of group) 2019-20 2020-21 2021-22	
10.	Sales Tax Number	
11.	Goods And Services Tax Number	
12.	Income Tax Number	
13.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	

7.9. ANNEXURE 9 : DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD

Name of the Bidder _____

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
			As per contract	Actual		

Date: _____

Place: _____

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.



7.10. ANNEXURE 10 : COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model

2. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model
3. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.
4. We agree that we are deemed to have accepted the all rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.
5. We agree not to divulge either our bids or those of other bidders to any other external party.
6. Bank has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
7. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.
8. Bank's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
9. Splitting of the award decision over a number of bidders or parts or over time (as in the case of staggered deliveries) will be at Bank's discretion.
10. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank would be final and binding on all bidders.
11. Bank has the right to decide to extend, reschedule, cancel the RFP.
12. Please note that BANK may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.
13. We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
14. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
15. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bank (RFP closing date).
16. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
17. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

18. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

19. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bank (RFP closing date).

20. If successful, we are agreed to provide uninterrupted service till project completion. We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Name:

Designation:

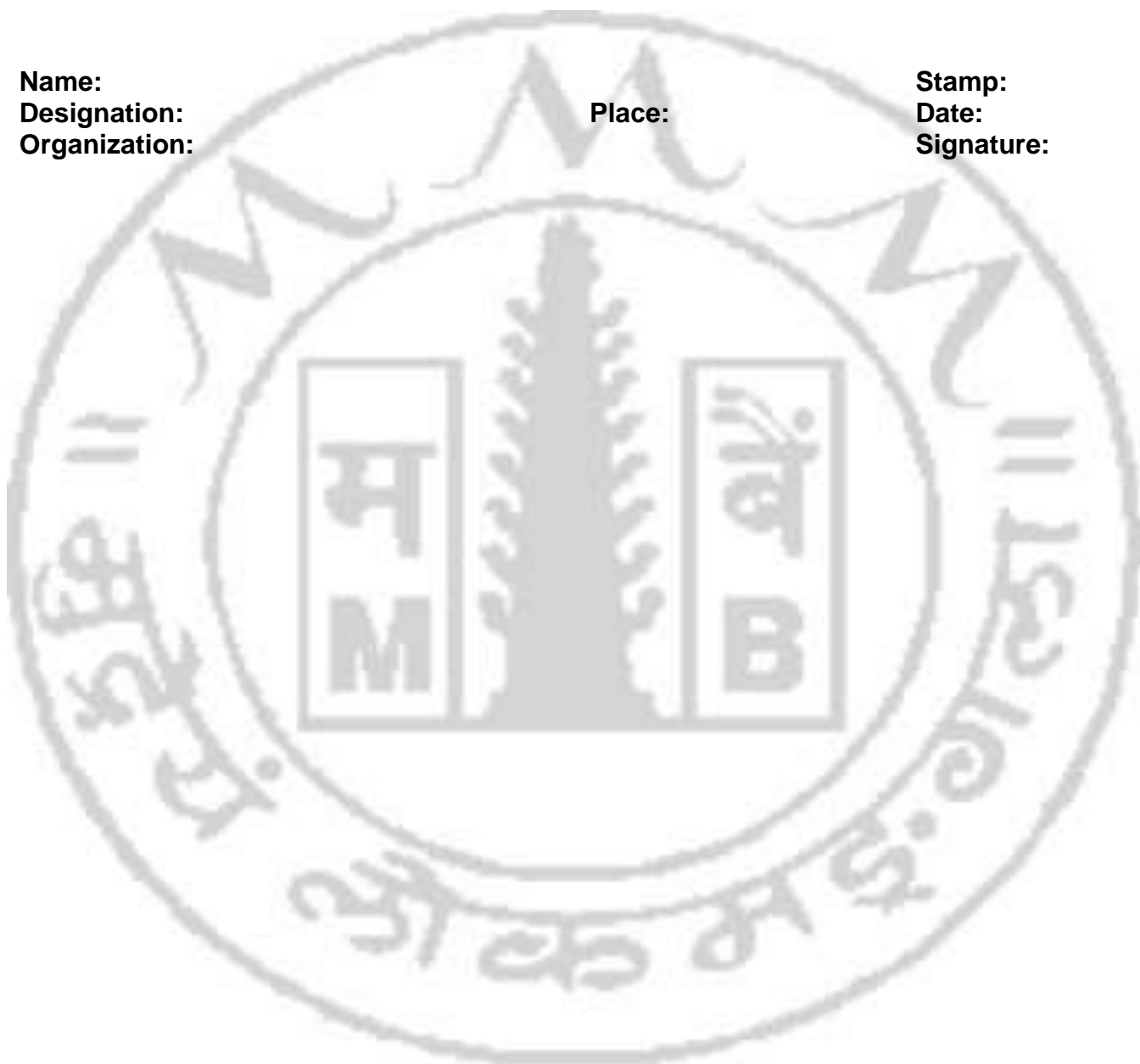
Organization:

Place:

Stamp:

Date:

Signature:



7.11. ANNEXURE 11: PROPOSED TEAM PROFILE

[Map the Projects here with Proposed Scope]

Sr	Project Scope	Name of the team member	Qualifications & certifications	Previous Banks where team member was associated	Duration of team member association	No. of years of experience
1.	1. Implementation of UPI 2. Operations and Support for UPI					

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder



7.12. ANNEXURE 12: UNDERTAKING OF INFORMATION SECURITY

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

Date: / /

To,
General Manager – Information Technology
Bank of Maharashtra

Sir,

Subject : RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model

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

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #



7.13. ANNEXURE 13 : PRE CONTRACT INTEGRITY PACT

General:

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2020, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/partnership/ registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is an Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be



debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.



3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-

5.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.

5.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

5.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened

5.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.



6. Fail Clause:

6.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

7.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this act or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

10. Other Legal Actions:

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



11. Validity:

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Other Provisions:

12.1 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation

IT Department
Bank of Maharashtra
(Office Seal)

Place _____

Date _____

BIDDER
Chief Executive Officer
(Office Seal)

Witness:

1 _____
(Name & Address): _____

2 _____
(Name & Address): _____

Witness:

1 _____
(Name & Address): _____

2 _____
Name & Address): _____”



**7.14. ANNEXURE 14 : PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

To,
Bank of Maharashtra,
I.T. Department, Head Office,
1501, Lokmangal,
Shivajinagar,
Pune - 411 005

Bank Guarantee No. : _____
Amount of Guarantee : Rs. _____/-
Guarantee Valid up to : 31.01.2025
Last date of lodgment of claim: 30.01.2026

This deed of guarantee is executed on this _____ Day of _____ 20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____ (with address).

Whereas engagement letter no. _____ PO/LOI _____ dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____ 20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for _____ (Name of the Project) _____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the



Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months_____, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs._____. (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....
For and on behalf of the Guarantor Do so and
to affix the seal of the Bank, in the presence of

Place:
SEAL
Code No.
SIGNATURE



7.15. ANNEXURE 15 : LETTER FOR REFUND OF EMD

(To be provided on letter head of the Bidder's Company)

To,

Deputy General Manager,
Information Technology Department
Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model dated DD/MM/YYYY

We _____ (Company Name) had participated in the Request for Proposal (RFP) RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model and we are an unsuccessful bidder.

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

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

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

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.16. ANNEXURE 16 : RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION

In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order 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
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, 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 percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their



shareholding or management rights or shareholders agreements or voting agreements;

2. 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
3. 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. 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.



7.17. ANNEXURE 16 B: MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS

To
Deputy General Manager
Information Technology Department
Bank of Maharashtra

SUB: Model Certificate for Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as mentioned in Annexure- 16 of this RFP document.

I certify that We _____ (name of the firm) are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[Evidence of valid registration by the Competent Authority is attached]

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model

We, _____ hereby undertake that the proposed solution / software to be supplied will be compliant to all existing regulatory guidelines of GOI/RBI/NPCI and also adheres to requirement of IT Act (including amendments in IT ACT) .

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #



7.1. ANNEXURE 18: UNDERTAKING FOR 7 YEAR ROADMAP

Date: / /

To,
General Manager – Information Technology
Bank of Maharashtra

Sir,

Subject : RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model

We, _____ hereby confirm that as a prime bidder and the product provider, we would deliver, install and maintain the UPI Switch solution. We also commit to support the solution for a minimum period of 7 years.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #



7.2. ANNEXURE 19 - LIST OF DEVIATIONS REQUESTED

To,
General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivajinagar,
Pune – 411005

09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model.

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Yours faithfully,

Authorized Signatory

Designation
Bidder's name

7.3. ANNEXURE 20: LIST OF HARDWARE AND SOFTWARE COMPONENTS

To,

General Manager,
Information Technology Department
Bank of Maharashtra

Dear Sir,

SUB: List of Software and Hardware Components required for implementation of RFP NO: _____ for Supply, Implementation & Maintenance of _____ dated: DD-MM-YYYY

The below software are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below licenses (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

Sr No	Software / Tool Component Required or	OEM Name	Justification (Why Software is needed)	Licensing Metric for software (User Based/ Processor Based/ any other)
1				
2				
3				

The below Hardware items are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below items (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

Sr No	Hardware Item or Component Required	Quantity	OEM Name	Size of Hardware for provisioning Racks space	Number of Power Inputs and Power consumption for device
1					
2					
3					

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.4. ANNEXURE 21: FORMAT FOR LOCAL CONTENT

CERTIFICATION FOR LOCAL CONTENT

To,

The _____,
Bank of Maharashtra,
Lokmangal, 1501,
Shivajinagar, Pune

Dear Sir,

Ref: Your RFP Ref: RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model

Bidder Name:

This is to certify that proposed RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution For Five Years, Under Capex Model is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020.

Signature of Statutory Auditor/Cost Auditor
Registration Number :
Seal :

Countersigned by the bidder:
Bidder - (Authorized Signatory)

7.5. ANNEXURE A : COMMERCIAL BID FORMAT

The bidder is required to update the commercials in the following format:

Table1

SN	Requirement	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
			Year1	Year2	Year3	Year4	Year5	
1	Enterprise License* Cost for UPI switching							
2	Database							
3	Operating System							
4	Other Software							
5	Implementation Cost #		NA	NA	NA	NA	NA	
6	Facility Management	NA						
7	Hardware Cost With 3 Yeas Warranty and 2 Year AMC		NA	NA	NA			
8	Customizations involving 500 man-days efforts Over and above Scope of RFP for every year	NA						
9	Any Other Charges **							
10	Total Cost (1+2+3+4+5+6+7+8+9)							
	TCO in Words							

* Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries and associates both domestic & international and present & future RRBs

** Details to be provided for any commercial against the component required but not provisioned in Sr no 1-8.

Implementation cost will include implementing of the new solution as well as migration from the existing solution.

Bidder will be required to submit the year wise and item wise breakup of all the items quoted under Serial Numbers 1-9. Bank may opt for using its own licenses for database, middleware or any other components wherever feasible. Bidder will be required to reduce the cost of components provided by the Bank.

In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP

Terms & Conditions:

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM Bank reserves the right to implement or drop any of the above listed items without assigning any reason.



2. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM
3. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost
4. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
5. Bank will deduct applicable TDS, if any, as per the law of the land.
6. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
7. The base project location will be Pune.
8. The TCO in words is amount on which the commercial evaluation will be conducted.
9. All prices to be valid for a period of 2 years from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The cost quoted also includes the cost of deliverables for all the phases of the Project.
15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.
17. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.
18. **Additional Per Man-day rates (applicable in case of enhancement of scope in future). The same will be as per sr no 8 of Table 1 for the respective year and mutually agreed terms thereafter.**

Place:
Date:

Seal & Signature of the Bidder



7.6. ANNEXURE B : TECHNICAL EVALUATION CRITERIA

The table below highlights the parameters under the technical criteria and scoring methodology.

SN	Criteria	Max Score
1	Credentials	10
2	Functional & Technical Specification	60
3	Presentation & Demo	30
	Total	100

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
1 Credentials			
1.1	The number of UPI Solution Implementations carried out (In the last 5 years)	10	For each Implementation 2 marks
	Sub-Total	10	
2 Functional & Technical Specification			
2.1	Functional Specifications compliance	30	As per Functional Scoring Sheet in Annexure C Table 2
2.2	Technical Specifications compliance	30	As per Technical Scoring Sheet in Annexure C Table 3
	Subtotal	60	
3 Presentation & Demo			
3.1	Technical Presentation on Proposed Solution by the Bidder	10	Technical presentation will be evaluated on the following parameters: 1. Proposed Solution (2 Marks) 2. IT architecture and approach & methodology (2 Marks) 3. Resource Planning (2 Marks) 4. Project Governance and Project Team (2 Marks) 5. Future Scalability (2 Marks)
3.2	Product Demo In case Bank during this demonstration feels that any of the features is not available and needs to be customized then 1mark shall be allotted. If customization is not required and the feature is readily available	20	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure C



Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	then proposed mark shall be allotted.		
	Sub-Total	30	
	Total Marks	100	

Note :

1. The experience of bidder for the projects executed as subcontract will be scored, provided that the Bidder provides subcontracted PO to the Bank as a proof
2. The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials
3. Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.
4. In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidder s qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidder s on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement



7.7. ANNEXURE C: SCOPE OF WORK

The Bank intends to select a bidder to supply, install, integrate and operationalize a suitable Unified Payment Interface (UPI) solution at its Data Centre & Disaster Recovery Centre in India for routing the transaction to and from NPCI, originated from the Bank's and other bank's various alternative channels which is used by its customers.

The solution proposed should be integrated seamlessly with the existing alternative channels along with NPCI solution.

The bidder is also required to migrate the data from existing solution.

Bank will award the contract to the successful bidder and the bidder should deliver the service with the following: -

1. Bank needs a robust enterprise wide solution for Unified Payment Interface(UPI) to facilitate Interbank Funds Transfer for inward and Outward transactions and solution should comply with "Master Direction on Digital Payment Security Controls" by RBI.
2. The License for the solution to be Enterprise which means unlimited client licenses for Bank's branches in India to support new channels during the contract period.
3. The solution should be implemented at Bank's Data Centre and Disaster Recovery Centre and should have a separate test set up.
4. The solution should be adhering to NPCI UPI technical specifications and procedural guidelines for all the UPI products.
5. Solution should be capable of adopting any future regulatory requirement and any new additional functionalities without any additional cost to the Bank.
6. Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability network load balancing.
7. The offered solution design should be such that it should be capable of deployment in cloud infra, if requirement arise in near future.
8. Unified Payment Interface(UPI) should be capable of processing 300 TPS
9. Unified Payment Interface (UPI) solution should also facilitate online DC- DR replication and retrieval capability in a seamless manner
10. The proposed solution should be capable of seamless integration with the Bank's Alternate delivery channels i.e. ATM, Internet Banking, Mobile Banking, SMS and Bank's CBS, USSD, Cash Management system, Financial Inclusion gateway, Multi-Function Kiosks, Remittance agencies, WhatsApp banking, Payment Gateway
11. Solution should be capable of processing Bulk transactions through file upload for UPI handle creation/ Payment address creation, Push Transactions, Pull transactions etc..
12. Solution should have APIs for all UPI operations/ transactions like UPI handle creation, Registration for UPI, setting UPI PIN, Addition of account, removal of account, Push transaction, Pull transaction, Mandate registration/ de-registration, ASBA related operations, Balance enquiry, Merchant registration, Transaction listing etc.
13. The proposed solution to have direct interface with Bank's CBS.
14. The proposed solution to implement the following products as per NPCI specification
 - PSP platform
 - Customer on-boarding
 - Merchant on-boarding
 - Payment transactions (Push & Pull)
 - Communicate with UPI host
 - Receive inward transaction and respond
 - SMS integration



- E-Mail integration
- Connect to other service providers (Travel, ticketing, utility bill payment etc.)
- Interface with mobile app server
- Reconciliation and Settlement as defined by NPCI.
- Solution should be capable of configuring variable settlement periods as per requirements of NPCI in future without any additional charges to the Bank.
- Virtual address management (PSP virtual address, Merchant specific virtual address etc.)
- Global address management like Aadhaar, mobile number
- Single click Two factor authentication
- Charges module
- API support for all channels
- Reports
- Support four party architecture as defined by NPCI
- Transaction history
- Hot-listing of registered users account through self-service means
- Encryption support

Note: - Scope of supply also includes components, materials, accessories required to render the system offered complete in all respects even though every individual item may not have been specifically mentioned in the RFP. Bank will award the contract to the successful bidder who should deliver the solution with the detailed scope mentioned in the Technical Requirement in Annexure C Scope of Work.

1. Presentation and Demo:

Bidder(s) as part of technical evaluation have to demonstrate their Unified Payment Interface (UPI) solution and it will be based on the following conditions:

- i) All and any cost associated with demonstrating (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the bidder and bank will not bear any cost.
- ii) Bank reserve its right to extend / shorten the period of demonstrate where needed.

Bidder who has failed in the demonstration will automatically stand disqualified technically.

2. Infrastructure

The bidder shall supply, customize, implement and maintain UPI Switch and other related services along with requisite hardware, software, middleware interface etc. as mentioned in the RFP

The Bidder needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Annexure C – Scope of work and propose the same as part of their technical bid submission.

The end to end implementation, maintenance and support of the Unified Payment Interface (UPI) solution shall be part of the scope of the bidder.

As part of the technical proposal the bidder needs to provide complete Unified Payment Interface (UPI) solution details. The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.



The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work. Bank has also established near disaster recover site for achieving zero data loss in case of disaster. Bidder needs to consider the equipment to be supplied and deployed at Near DR to achieve zero data loss. The is to be considered for near DR associated with primary site only.

The hardware infrastructure is to be provided at Bank's DC in Pune and DR in Hyderabad. In future, If bank shifts any of the sites mentioned above (DC / DRC) to a new location, the successful bidder shall provide respective services from the new location.

Bank reserves right to provide the Hardware or license of Database, Webserver, OS and other components required /quoted by bidder. Bidder shall install and maintain the software as required by solution. Bidder has to resolve the issues arising during integration of other component (like webserver) or software (like Database, Middleware & other third party software). The performance tuning & parameterization of Database & other software to support smooth running of the application, should be done by Bidder. Bidder is required to provide the details of hardware and software components proposed in the RFP as per format **Annexure 20**. The bidder is required to provide the certificate regarding local content in the solution as per **Annexure 21**.

Bidder needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Hardware Security Modules, Operating System, Database, Storage, and other related requirements. The details shall include.

1. List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
2. Details of redundancy and security setup.
3. Application architecture along with a detailed diagram including the infrastructure setup.
4. Implementation procedure / road map.
5. Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure C Scope of Work. The Bank will not be responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.

The bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act (including amendments in IT Act and IT Act Rules) and amendments thereof. A self-declaration to this effect, shall be submitted by the bidder as per format Annexure 17 of this document.

3. Migration of Data from existing UPI Switch:

1. The bidder shall establish an interface between old switch and the new switch



2. The bidder shall migrate all customer and transaction data from current switch to the new switch while maintaining the integrity of the data.
3. Data Migration from old UPI switch to new /proposed UPI switch
4. The bidder shall be responsible for migration of the switch data, from the existing switch to the proposed switch. All current functionalities and customizations available currently on Bank's Switch including on front end devices like UPI APP shall be migrated seamlessly by the bidder onto the proposed switch. The bidder shall also be responsible for migration of legacy data of existing system as part of the migration activity. It would be the responsibility of the bidder to coordinate with Bank's existing outsourced Switch service provider for migration of UPI switch data, from existing system to the proposed UPI switch with Zero loss and no change in the existing data taxonomy for all transaction processes. Similarly, end user interfaces shall remain unchanged. The bidder shall ensure that migration is accomplished with all the existing conventions and concepts available in the legacy system.
5. Migration activities shall be divided into three main categories as described below:
 - Pre-migration Activities
 - Data Extraction and Loading in New Switch
 - Post-migration Activities

5.1. Pre – Migration Activities

Before migrating data from the Bank's existing switch either automatically or manually, there are certain activities that need to be completed as pre-requisites related to cleaning up existing data. These activities shall be identified during the course of the data mapping discussions with the Bank's team.

- Data Clean up

All the requirements of bringing the source data in the desired, synchronized and integrated form shall be dealt by data cleaning up exercise undertaken by bidder. Data migration activities shall ensure that the existing data inconsistencies would be brought to a common functional requirement. Missing or incorrect data shall be rectified before migration. However, this will be subject to appropriate decisions on the actions to be taken by the Bank. Taking into consideration the design and customization changes, unique keys for each table shall be identified. Mock migration runs conducted by the bidder basis the data provided for migration, shall give indication about possible data clean up that needs to be taken up before actual data migration run.

5.2. Data Extraction and Loading in New switch

Data required for automatic migration for each module shall be discussed by the bidder and separate documents for each of the modules shall be agreed and signed off for that purpose in consultation with the Bank's team. This document would enlist the field to field details in the new switch, their mappings with the existing system fields, and corresponding action on each of them. The bidder shall carry out extraction of the data from the existing switch into new switch.

- **Transition from existing vendor to the SI**

The bidder shall migrate the existing UPI switch network including replenishing the assets to their network. Towards this, the following steps shall be undertaken:

- 1 Test the new network before deployment with the core banking solution, carry out sample reconciliations and present to Bank for approval on tests and schedule.

- 2 Carry out migration of UPI Switch as well as data, as per schedule – any delays would attract penalty.
- 3 In case the UPI services are found to be non-functional at the customer or merchant end due to any reason during the migration, reregistration of such services shall be the responsibility of the bidder at no cost to the Bank.
- 4 Migration of disabled UPI accounts from existing switch to the SI's switch including archive data.

The bidder shall perform the Project Management/Program Management of all the activities related to the scope of services and conduct regular review with the Bank's team to complete the activities in a time bound manner.

5.3. Post-migration Activities

The data that could not be converted due to reasons like unavailability in the extraction file or due to erroneous source values needs to be manually maintained as a post-migration activity. The data which is defaulted by the conversion programs due to non-availability in the old system might also be required to be enriched and modified later on for any corrections. The bidder and the Bank's team shall arrive at a consensus on manual migration of records based on the volume / number of records. The bidder shall have complete responsibility to migrate such records at no cost to the Bank.

The Bank would be conducting a post migration audit to verify the completeness and accuracy of the migrated data. bidder shall provide the Bank and the auditor with all required documentation evidencing the checks and balances applied by the bidder for the purpose of migration. The bidder shall remediate any observations arising out of this audit at no cost to the Bank.

4. Enterprise license on proposed Solution (UPI)

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users or delivery channels.

The solution to be installed at Bank's Data Centre(Pune) and Disaster Recovery Centre (Hyderabad).

The Bidder will supply and maintain the complete UPI Solution requirements in terms of Application, Servers, HSMS, databases, and any other equipment required to implement the solution.

5. Warranty and AMC

6. The BIDDER shall provide one-year comprehensive onsite warranty and four years AMC/ ATS for the UPI Switch and other associated solutions in scope of the RFP, including hardware, software and associated modules and services. The warranty shall start from date of Project sign off.
7. The Product including Application & Hardware shall have a roadmap for 7 years from the date of Project sign off. The BIDDER shall provide assurance that the UPI Switch and other associated solutions in scope of the RFP work as per the functional, technical and operational specifications set out in the RFP.
8. The BIDDER shall provide assurance that as and when any problem arises, the same would be rectified immediately by the BIDDER without any additional cost to the Bank.



9. The warranty and AMC of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the OS, database, middleware and the application software for total solution provided by the BIDDER.
10. The warranty and AMC of the hardware shall include preventive maintenance, performance fine tuning, error rectification, replacement of parts for all the hardware components of the total solution provided by the BIDDER.
11. The AMC rates quoted by the BIDDER in the Commercial bid shall be valid for a period of two years after expiry of the five year contract period.
12. Warranty and AMC support shall be mission critical 24X7X365 with site engineers for hardware and software. Proactive and preventive measures form a part of the AMC.
13. The Bank reserves the right to terminate the AMC after giving three months notice.
14. Warranty and AMC shall cover, inter alia, free provision of such spares, parts, kits, software upgrades as and when necessary to ensure that the Equipments function in a trouble-free manner. The BIDDER shall correct any faults and failures in the Equipments and shall repair and replace worn out defective parts of the Equipments on 24x7 basis. In cases where unserviceable parts of the Equipment need replacement on account of product malfunction caused by circumstances not attributable to the Bank, the BIDDER shall replace such parts at no extra cost to Bank with new parts or those equivalent to new parts in performance without any downtime on this account.
15. If any hardware/ software go out of support/ End of life/ sunset during the warranty/ AMC period, the same would be replaced by the next version of software/hardware without any cost to the Bank. Also, hardware/software replacements shall be done in a planned manner to ensure that no downtime is required on this account.
16. The BIDDER warrants that the services provided under the contract shall be as per the Service Level Requirement specified in this RFP . The Bank shall notify the BIDDER in writing of any claims arising under this warranty. Upon receipt of such notice, the BIDDER shall with all reasonable speed, repair/replace/reconfigure/re-provision the defective equipment or service, without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
17. If the BIDDER, having been notified, fails to remedy the defect(s) within a reasonable period as per the terms and conditions of this RFP , the Bank may proceed to take such remedial action as may be necessary at the BIDDER'S risk and expense and without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
18. The BIDDER guarantees that all the software supplied by the BIDDER is licensed and legally obtained.
19. The BIDDER shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer.
20. The BIDDER must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period BIDDER shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
21. Warranty shall not become void if the Bank buys any other supplemental hardware from a third party and install it with these equipments. However, the warranty would not apply to such hardware items installed.
22. The same maintenance standards specified for warranty period is applicable during the AMC period as well.
23. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of



equivalent capacity or higher capacity at no charges to the Bank, during the currency of warranty or AMC period.

24. The AMC charges provided by the BIDDER in the Commercial bid cover the cost of hardware, operating system software, database, application software etc. The AMC of the software includes all patches, future Version and other upgrades, compliance of mandates (of Regulatory Authorities, RBI, NPCI etc) and other relevant standards, and maintenance support for the OS, database and the applications. The payment would be made quarterly in arrears. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

6. Facility Management Service

The indicative scope for the facility management is as below:

- i. Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, successful implementation of this project etc. Bidder shall also provide Facility Management having heretofore and scope based support personnel such as L1, L2 and Team leads.
- ii. Bidders to ensure to manage and maintain software as mentioned in the RFP and as per the agreement the bidder should deploy at Bank's Site required number of onsite technical experts throughout contract period. The deployed resources (to have adequate skill, Good academics & be technically sound) should manage the above-mentioned scope of work and have experience for monitoring & management of the proposed solution. The deployed resources should be able to available and work 24*7*365 days. The Bank reserves the right to deploy these resources in Shifts/Holidays. The bidder should be able to recruit/deploy the resources within 30 days of placing the order/LOI for the onsite technical resource.
- iii. Bidders to ensure that deployed resources should be competent to develop/ configure/ handle/ integrate/ maintain/ manage/ Implement/ Test / Go-live the proposed UPI solution.
- iv. Bidder should ensure that the onsite resources should perform testing, support, monitoring, implementation, Integration with new UPI, Trouble Shooting, reporting, RCA reports, coordination with bank's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are an indicative gist of activities which may increase depending upon the requirement of the UPI Eco system.
- v. The Onsite resources shall also prepare and maintain the detailed process documentation, Standard operating procedure and other documentation as required for implementation, maintenance and management of the solution and same shall be submitted before signoff and within 30 days of GO-LIVE of solution & be properly updated during the contract period.
- vi. The deployed resources shall be on the bidders' payroll/contracts and will not be having any employment right with the bank. These resources will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank. The selected bidder shall address such issues without involving the bank. The onsite resources provided for Facility Management at Bank's premises should be on payroll of the successful bidder and not on any third party payroll. In case, if



the successful bidder has to depute third party resource payroll and not bidder's payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder's responsibility for any action taken on part of the deployed resource by the bidder.

- vii. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.
- viii. Bidders to ensure that the resources deployed for onsite support should possess minimum 2-year experience. Bank reserves the right to claim change in resource based on the performance of the resources.
- ix. If Bank has to increase or decrease resources at onsite or off-site same shall be done at the same rate as provided in this RFP.
- x. Monitoring and Management of UPI solution including infrastructure deployed.
- xi. Configuration management.
- xii. Patch Management - The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately as per Bank Policy.
- xiii. Service Level Management, Service reporting- Maintain the service levels as per the RFP and Provide a periodic report to the Bank assessing all device performance under the scope of RFP against the Service Levels. Service Levels will include Availability measurements and Performance parameters (Utilization of CPU, RAM, storage, TPS, performance etc.)
- xiv. Change Management.
- xv. Coordination with different Bank's partners and other regulatory entities. Work as per Standard Operating Processes defined by the Bank, create and maintain SOPs as per project requirement.
- xvi. Co-ordinate with Bank's IT Team or teams identified by the Bank. Preliminary trouble shooting of any issue related to the UPI service/ platform as reported by Bank staff or customer.
- xvii. Update ticket status in Bank's monitoring tool or in such a manner that same will readily available as & when required with logging.
- xviii. Log ticket bidder internal helpdesk for solution related issues through any of the following mode: Telephonic, Email, Ticketing Tool etc.
- xix. Maintain log of all down calls for MIS purpose and provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
- xx. Interface with and coordinate problem identification and resolution with the appropriate support organizations within or external to the Bank; Co-ordinate with OEM for ticketing, escalation and resolution of issues and restoration of hardware or associated software.
- xxi. Provide a periodic report to the Bank assessing all device performance under the scope of RFP against the Service Levels.
- xxii. Operation Management - The successful bidder should review the performance of the equipment/ technology deployed with the bank on a bi-annual basis and take necessary upgrades, i.e. of equipment and software, as and when required without



any additional cost to the Bank. Successful bidder should monitor measures, evaluates, and records status and performance information about all the equipment and software brought in by the bidder to aid in performance monitoring and tuning of the environment. Performance metrics should include utilization, throughput and other critical system needs. The successful bidder shall implement proactive procedures to address trends identified from performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.

- xxiii. Successful bidder shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank. However, the Bank reserves the right to waive off the hardware replacement depending on the type of vulnerability and its associated risk.
- xxiv. End of Sales / End of support: The Bidder has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the 5 year's period from the date of supply, the bidder has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank or revamp the entire solution (if required).
- xxv. The Solution including Application & Hardware shall have a roadmap for 7 years from the Project Sign Off date. A certificate to this effect had been provided by the bidder and in Annexure 18. Continuing the services / maintenance beyond 5 years would be as per the Service Continuity clause in this RFP.
- xxvi. Facility Management (FM) on a 24 X 7 X 365 basis shall be a part of solution for entire contract period. End to end service support shall be provided by the bidder. The bidder shall ensure the availability of dedicated FM personnel on 24X7 basis during the contract period. The bidder shall ensure that the FM personnel are available exclusively for UPI Switch solution. FM personnel shall have a graduate degree at a minimum, have 2 years of experience in the field of UPI Switch support and have in-depth knowledge of the solution provided. Bank reserves the right to interview the FM personnel including Project Director intended to be deployed and if not found suitable may reject them.
- xxvii. The bidder shall provide mission critical support for both hardware and software for UPI Switch solution. The mission critical support includes 24X7X365 support with site engineers for hardware and software.
- xxviii. The bidder shall deploy a project director having minimum 10 years of work experience in the same field stationed at Pune for entire contract period.

xxix. Incident Management

The bidder shall establish robust Incident Management process including:

- Provide 24 x 7 support for incident management for all components of the UPI switch solution
- Provide automated fault detection and resolution
- System to do automatic dispatching to avoid delays and automated messages to field engineers
- System to provide for automatic escalation in case of problem not getting resolved
- Do proactive management of all devices
- Carry out remote resolution before actual dispatch, if necessary



- Analyze machine performance and suggest improvement

xxx. Service desk

- Providing technical assistance for logging, troubleshooting and managing the service requests for the UPI switch
- Monitoring, alerting, troubleshooting and resolution of incidents/ problems for the UPI switch solution
- Monitoring and alerting on the health of the UPI network
- Providing technical assistance for logging, troubleshooting and managing UPI related service requests

xxxi. Accounting and Reconciliation

- Recording and Storage of all transactions pertaining to the Switch and associated services, as described in the Agreement.
- MIS reports for all switching and associated activities on a routine basis, and as requested by the bank
- Ability to interface with the Bank's Reconciliation System to provide the reports required by the Bank, in the format as prescribed by the Bank

xxxii. Information protection

- Backup, storage and restoration of data related to the UPI switch and associated services, in a secure and reliable manner
- Backup, storage and restoration of configuration data for the UPI switch and associated infrastructure
- Backup, storage and restoration of any mission critical data related to the UPI switch and associated services
- Backup, storage and restoration to enable the Bank to achieve regulatory compliance

xxxiii. Fraud detection and protection

- The Fraud Management System should be configurable, customizable, highly scalable and provide real time fraud monitoring
- The system shall have rules to provide basic functionalities to monitor the fraud and risk aspects of the payment transactions for bank registered UPI users.
- Scoring of ongoing transactions, based on the risk ratings
- Generating and responding to alerts based on rules, cardholder profile, and any other logics that detect possible fraudulent activity using the Bank issued cards
- Block UPI use by country and/or predetermined MCC (Merchant Category Codes) codes

xxxiv. Business Continuity/ Disaster Recovery

- Implementing and maintaining BCP and the DR readiness (including data replication), for the UPI switch and associated services in order to meet the Bank's RTO and RPO objective.
- Replication of data between the primary and the DR site from the disaster recovery perspective

xxxv. Compliance and assurance

- Assisting the Bank in attaining and ensuring ongoing compliance to various regulatory and data security/ privacy requirements
- Addressing relevant threats/ risks identified in a proactive manner and through audit observations
- Providing analysis and MIS for Switch and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.
- For all existing applications, BIDDER shall submit Data Dictionary (wherever feasible) as a part of System documentations.



- Shall submit within 10 days from signing of this Agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code.

7. SLA for Onsite Support Facility Management

Bidder will have to guarantee a minimum attendance of 99.% per resource (i.e. attendance of each of the resources), calculated on a monthly basis.

Attendance percentage will be calculated as (100% less Person non attendance Percentage) Person non attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis.

The attendance percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Pune in favour of Bank of Maharashtra for the same within 15 days from the notice period from the Bank.

8. Availability Service Level Default for Facility Management

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the Service Provider fails to meet Minimum attendance (99%), as measured on a monthly basis.

In case any resource is not available onsite continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

If Bidder fails to meet the attendance guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

(Minimum attendance Percentage – attendance Percentage) x Current Years Monthly Contract value

9. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO)- 0 minutes and Recovery Time Objective (RTO)- 80 minutes. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery. The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Proper Backup policy should be considered in implementation plan.

The bidder needs to submit the technical architecture relating to data replication between primary and secondary site. Bank also has made provisos of Near Site for to



achieve zero / near zero RPO. Bidder may design solution to achieve Near Zero RPO and provision the equipment to be deployed at NS.

10. Detailed Solution requirements/Scope

1. The architecture of the UPI solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the bank system.
2. Seamlessly migrate all the user registered for the Bank's existing UPI App.
3. Integrate UPI with our all Alternate delivery channels such as CBS (B@nks24), Data Ware House, FI Server, CMS, Mobile Banking, Mobile Wallet, ATM switch, Internet Payment Gateway, Net Banking, Aadhar Pay etc.
4. Integrate of UPI application with Banks Analytics solution, Fraud management solution, SIEM Solution, FRMS Solution` etc.
5. Merchant On-boarding portal, User Portal, Admin Portal, Customer Complaint module, Marketing Module (Email, SMS etc.) and other interface required to handle UPI transactions.
6. Merchant On-boarding portal, User Portal, Admin Portal, Customer Complaint module, Marketing Module (Email, SMS etc.) and other interface required to handle UPI transactions.
7. Option for Bulk user creation from Back end and providing Option in Application to retrieve password through SMS/E-mail of such user's.
8. VPA Management
 - a. Bulk VPA Creation – Ability to create Bulk VPA and associates Account
 - b. Customized and special VPA creation
9. Application should be enabled with send/receive notification through cloud Messaging platforms and SMS.
10. Notification through an alert (SMS/E-Mail) for system down to administrator/technical team.
11. Security alert on Registered mobile number on the account of excessive activity in the account (Bank expects an alerts to be sent to customer, it can be either SMS or as push notification)
12. The system architecture to support any future integration with UPI should also be feasible with or without major change. Necessary API and SDKs is required to be shared with the Bank.
13. The UPI solution should have its own security features, so it does not process any request that comes from outside banking host system
14. The solution should also include various audit trail report for transaction made using Unified Payment Interface (UPI) solution as and when requested by the Bank's internal / external auditor. The vendor is required to conduct code review from any prestigious external agency and submit report. The vendor is required to fill the gap found in the audit report without any cost to Bank before going live.
15. The solution to be platform independent and scalable to support transactions envisaged by the Bank.
16. The solution to have the capability to process transactions at the speed of 300 TPS and should be scalable as per the Bank's growth during the contract period. Bidder should review the TPS data periodically and



- maintain buffer of 200 TPS in addition to actual TPS, as & when required by the bank.
17. Solution integrate with different interfaces using standard message protocols like ISO 8583, Web services, Biz Talk, MQ server, XML based protocols, APIs etc.
 18. The bidder should have sound knowledge of UPI transaction flow, ISO 8583 and financial messaging structure and have the capability to implement the solution as per NPCI standards.
 19. UPI solution should provide a Drill-down Dashboard with current status of the system in display as below
 - a. Number of transaction processed from start to current
 - b. Transactions per second TPS
 - c. Number of success transaction
 - d. Number of status unknown transaction
 - e. Number of failed transaction with response code
 - f. Total running time in hours, minutes and seconds
 - g. Status of original and Verification requests for a given transaction
 - h. Business decline transactions for the day/month/year
 - i. Technical decline transactions for the day/month/year
 - j. No of Reversal Processed (Debit & Credit)
 - k. No of Registration Done for the day/month/year
 - l. No of Transaction done by Other App and Bank's App
 - m. Profiling, Simulation and Debugging of UPI Scenario in production by configuring at User Level and/or Service Level
 20. Additional features of the UPI solution
 - a. Enable / Disable on screen log
 - b. Enable / Disable file log
 - c. Enable / Disable database log
 - d. Reset on screen log
 - e. Quick screen log – should show all transaction messages on screen, should have at least 100 transaction record on screen with limited data with no compromise to security. Option to clear the on screen log should be available to wipe the data as and when required.
 - f. File Log – All transaction has to be logged in to a flat file with a proper delimiter and in encrypted format.
 - g. Database log – All transaction has to be logged in to database with all required data.
 - h. Alert and Notification
 - Notification for System Exception - Connectivity Down, Services Down
 - Configurable Notification for Business Violation and transaction failure
 21. The log setting should be changed through the configuration manager using a front-end. Any one log should always be available; no transaction should be performed without log. All logs data should be encrypted and stored, only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log.
 22. All administrative activities should be properly logged with proper audit trail



26. The audit logs should be capable of being used for forensic Evidence
24. Facility to set channel wise as well as transaction wise commission to be charged
25. Facility to create different user groups with different set of rights/permissions.
26. The portal support to work on maker and checker concept for any addition, deletion, modification request made by the authorized users.
27. Charges Management
 - Managing different types of charges/commissions (switching charges, merchant/retail usage charges, PSP app charges,/Interchange Charges, cost Margin for MCC) required:
 1. PSP profile creation
 2. Registration for Bank Account (Own and Other Bank's Customers)
 3. Deregistration from the UPI Application
 4. OTP Generation and Regeneration
 5. "Pay" (push) and "Collect" (pull) payments
 6. Two factor authentication using mobile and second factor (PIN/Password)
 7. Generation of Virtual address (Virtual address is an alternative payment address. The customer should have flexibility to define his virtual address. For e.g. Keshav Metkar, Siva Devera, Nishan Rai etc.
 9. Payment using Mobile Number, Aadhar Number, Virtual Address, Account Number IFSC code & MMID.
 10. Regular/recurring payment by one-time instruction and there vocation of the instruction, if required.
 11. Push / Notification Services
 12. Forget & Reset PIN

B. Facility for Merchant:

1. Separate application for merchant which enable merchants to do all activity such as single/bulk Pay/Collect transactions using various options like VPA/Biometric/QR code (Dynamic, Static, Bharat QR code), generate customise report, transition enquiry etc.
2. Merchant Management
 - a) Merchant On-boarding
 - b) Adding Merchant Association
 - c) MIS Reporting for a particular Merchant
3. Customise API / SDK and other integration support to provide following facility to merchant -
 - a) Web Collect / Web QR facility
 - b) App intent facility
 - c) Integration for generation of Dynamic QR for collecting payment
 - d) Payment of Bill through the Dynamic QR printed in the Bill (either Physical or send through email)
 - e) Bulk Collect Request processing and monitoring
 - f) Generation of Dynamic QR through handhold device



- g) Static QR generation for shops /offices with agent option and well defined hierarchy
 - h) Dynamic QR/VPA collect facility for COD option
 - i) Centralise Collect facility
 - j) UPI solution for POS/ MPOS
 - k) Integration with the chat platform where SDKs (Software developer kits) and APIs are provided by the Bank and UI is designed by the chat platform.
- 4. All possible solutions for all type of Merchants such as Web Base (API), Mobile Base (SDK), offline mode (QR Code and others) for merchant who are using separate accounting application like Shopping Mall, Offline collections etc.
 - 5. UPI APP/module may be embedded in other (merchant) apps by giving the binary/SDK to the merchant to integrate into their apps.
 - 6. Integrate UPI with Bill desk and other aggregator requested by Bank

C. Reconciliation and Settlement:

- 1. The proposed solution to provide a reconciliation module for carrying out reconciliation between Bank CBS, UPI module, NPCI transaction reports and generate a complete list of transactions with status. The list should provide a complete detail of total number of transaction, transaction with unknown status, transaction that is failed, and timeout along with response codes. As a day-to- day process, the reconciliation processes should recon the data and generate the net settlement amount that has to be paid to/by the bank. The proposed solution to provide an interface to upload the raw data files from NPCI to get uploaded to the UPI reconciliation system. All raw files that are provided by NPCI, CBS and alternate delivery channels has to be uploaded through this system only.
- 2. Logs should be compared with actual data and also be compared with the NPCI log; this will ensure the integrity of the data. Status of the transaction should be clearly maintained with code and description. Change of status for a transaction should happen only through double verification process, verification process should be through an interface with access credentials.

D. Management Information System:

- 1. The solution is responsible for providing the complete reports/Dashboard/Customise Analytical Reports pertaining to UPI this includes the risk management reports, various analysis reports in data as well as graph representation should be available. All data should be real time, and data till current time should be available.
- 2. The MIS should provide following basis reports.
 - a) Transaction summary
 - b) Transaction detail
 - c) Channel wise sales (Net-banking, SMS, Mobile, NUUP, Branches, ATM,USSD and Other mode of payments etc.)



- d) Report pertaining to inward transaction
- e) Report pertaining to outward transaction
- f) Bank wise remitted transaction
- g) Meta API transaction(Non-Financial)
- h) Dash Board for Daily reconciliation, NPCI Report (NTSL)
3. Separate daily Dash Board report for performance monitoring and report for Installation and un- Installation of application.
4. All these reports should work with any date range given, the above are some of the basic reports, the bidder has to suggest and provide various other transaction monitoring system.
5. With respect to risk, following are the reports that are mandatory
 - a) One to many transaction
 - b) Many to one transaction
 - c) Suspicious transaction report based on different parameter set by the Bank like velocity, geographical location, locality etc.
 - d) Remittance pattern of any given customer.

E. User Acceptance Testing:

1. The bidder should assign a dedicated team for UAT with UPI.
2. UAT has to be done at bank premise from where the infrastructure is available; it can be either at Datacenter location of the bank or the banks IT development location.
3. The bidder team should request for all necessary infrastructure two weeks in advance to the bank, so as to give bank required time to create the infrastructure.
4. Customization of the application software, if required has to be done by the bidder at no additional cost to the Bank based on the UAT observations and NPCI guidelines.
5. Share the project plan and accordingly the team should work to complete the UAT on time. The project plan should include all important milestones and approaches to achieve the desired goals. Eg. Dry runs, parallel runs, roll back plans, contingency plans etc. Illustrative Project stages are summarized as below:

Stage	Deliverables
Project Preparation	<ul style="list-style-type: none"> Project Kick-Off Project Charter and Project Plan Resource Deployment Plan
Business Design	<ul style="list-style-type: none"> As-Is report & Identification of major / minor design consideration To- Be report and Gap Assessment report Workshop for business blue print, gaps and way forward
Configuration & Customization	<ul style="list-style-type: none"> Configuration document consisting of system setting and parameters customization-design, development and technical documents
Integration	<ul style="list-style-type: none"> Integration with Bank's existing solution(s)/interfaces/NPCI etc.
UAT signoff in test environment	<ul style="list-style-type: none"> Demonstration of all the functionalities/ requirements as depicted in the scope of work along with all required customization including interface with Bank's existing infrastructure

Stage	Deliverables
	<ul style="list-style-type: none"> Any necessary additional stress testing to be arranged by bidder Resolving of UAT issues and signoff
Technical Documentation	<ul style="list-style-type: none"> The document which needs to be delivered by the vendor to the Bank for every software/module including any third party software before software/service become operational includes user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc. Necessary periodic updation/review (at least once in a quarter) of all the documents above must be carried out by the vendor and submitted to the bank.
Training	<ul style="list-style-type: none"> Core team training plan (functional & technical) Training manuals for core team training (functional & technical) End-user training manuals Training completion certificates to all users trained (during train the trainer sessions)
Go Live	<ul style="list-style-type: none"> Go-live for all functionalities/ requirements as stated in the scope of work for the bidder

6. The team should report daily status to the bank IT head or the person responsible for the rollout at bank end.
7. Any deviation in the scheduled UAT plan has to be immediately communicated to the bank.
8. If required the team has to work on Saturday's and other non-working days to complete the task for the benefit of bank and quicker rollout.
9. Bidder team should co-ordinate with the bank IT team whenever required for any input from the bank in regard to UAT, bank will designate resources from IT team for the same.
10. Bidder team is responsible for preparing message dumps, logs, error-codes which are required from UPI and bank team.
11. Team is responsible for two rounds of comfort test and final UAT and sign-off from UPI UAT team.

11. Source Code

Escrow arrangement

1. Source code for customization done for Bank in UPI Switch Solution and for other related services shall be provided by the SI to the Bank for unlimited and unfettered use by the Bank. SI shall also provide all related material but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation.
2. The core source code of the solutions in scope would be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the SI. SI shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions and



- these IP rights would also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs.
3. The Bank and the SI shall appoint an escrow agent approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied/procured by the SI to the Bank in order to protect the Bank's interests in an eventual situation.
 4. The Bank and the SI shall enter into a tripartite escrow Agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. As a part of the escrow arrangement, the SI shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization.
 5. All costs for the Escrow will be borne by the SI.
 6. The escrow code along with all documentation shall be periodically updated every one year by the SI. SI shall submit a self-certificate confirming the same after every update.
 7. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.
 8. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
 9. In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.



Functional Parameters for Evaluation: Functional scoring will done on following criteria as part of Functional evaluation.

Abbreviations

Table 1

Abbreviations	Full Form
BIN	Already available in the product without customization
CNC	Will be provided with Customization with No Cost to the bank
CWC	Will be provided with Customization With additional Cost to the bank
PNC	Not available will be Provided with No Cost to the bank
PWC	Not available Will be Provided With additional Cost

Table 2

Sr	Functional Specification Description	Mandatory / Desired	BIN	CNC	CWC	PNC	PWC	Remark
1	Experience of the Vendor related to <ul style="list-style-type: none"> ➤ Implementation of Reconciliation module ➤ Implementation of Admin Module ➤ Implementation of Merchant Onboarding Module ➤ Implementation of Complaint Module ➤ Implementation of Bill Payment / Recharge facility ➤ Bulk Collection / Payment facility ➤ Single Debit / Multiple Credit facility ➤ Self-onboarding of Merchant ➤ Recurring payment facility ➤ App intent facility ➤ Schedule Payment / Payment reminder facility 	Mandatory						
2	Experience of the vendor related to following type of Merchant integration – <ul style="list-style-type: none"> ➤ Offline Merchant Integration ➤ Online Merchant Integration ➤ Integration with the E-commerce portal 	Mandatory						



	<ul style="list-style-type: none"> ➤ Deep integration with Merchant / Wallet Mobile App ➤ Integration with the chat platform ➤ Integration with the Bank's Mobile Banking Service ➤ Integration with POS/MPOS ➤ Integration for providing POD facility using QR code 							
7	<p>Experience related to Merchant integration for following type of transactions –</p> <ul style="list-style-type: none"> • P2B transaction • B2B transaction P2G transaction 							
8	Audit Trail: Does the system provides comprehensive audit trail features such as:							
8.1	Daily activities log are merged into the history log files							
8.2	Date, time and user-stamped transaction list are generated for different transactions							
8.3	Do transaction screens display system information including Processing Date, Current Time, Current User							
8.4	Daily activity reports are provided to highlight all the transactions being processed during the day							
8.5	Support for recording of Unsuccessful attempts to log-in to the system							
8.6	System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.)							
8.7	System should provide tracking of the client's IP & Network Interface address							
9	Reporting							
9.1	Provide a full set of operational and audit trail reports for each of the modules.							



9.2	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the bank user.							
9.3	Generation / transmission of email alerts / advices at various stages of the transaction							
9.4	Support for online access of reports							
9.5	Ensure complete log of all successful/unsuccessful events/accesses to the system/database by users, resources used and actions performed (including recording all changed values where applicable) Automatic report generation capability							
9.6	Pre-built query feature for non-programmers							



Technical Parameters for Evaluation:

Technical scoring will be done on following criteria as part of Technical evaluation.

Table 3

Sr	Requirements	Compliance	Remark
A	Application Architecture		
1.	The architecture should support all banking delivery channels (current & future)		
2.	The architecture should support online real time updation between the application & database		
3.	Integrity of the data should be maintained between the application & database.		
4.	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)		
5.	Application/Solution is platform agnostic – not dependent on a particular hardware setup		
6.	Application/Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements		
7.	Capable of being implemented on a Centralized, localised and / or a hub and spoke model implementation		
8.	Workflow based design for various applications and transaction originations & management		
9.	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site		
10.	Application/Solution architecture has the capability to be configured in active-active mode		
11.	Application supports database and OS level clustering		
12.	Cloud Ready (Capability to host and move on private or public cloud)		
B	Database Requirements		
1.	Ability to support for pooling multiple database connections when the load on the application increases		
2.	Ability of the database to support clustering. i. Indicate the number of clusters that can be configured.		
3.	Ability of the database to support central storage of data with multiple instances of the database		
4.	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)		
5.	Ability to support online replication between DC & DR(s).		
6.	Ability to implement SAN's for data storage in the architecture		
C	Hardware and Operating system		
1.	The Operating system should support IP V4 & V6 Hardware parameters (like CPU, Memory, hard		



Sr	Requirements	Compliance	Remark
	disk, NIC, etc.) should not cross the 70% utilization levels at any point in time..		
2.	Should be able to support different protocols (TCP/IP, IPX, etc.)		
3.	Adequate staging procedures and test environments for staging should be supported		
4.	Test environments should be exactly similar to production environment		
5.	Hardware equipment should be scalable to support increased requirements of the Bank		
6.	Solution/Application should be supported on more than one OS(OS on x86 platform & unix flavours like unix, AIX, Sun solaris)		
7.	Load/Stress/Performance reports are available for prescribed combination of OS, DB, Middleware& etc		
D	Availability Parameters		
1.	The solution should be available 24*7		
2.	Automatic notification/reporting of application unavailability through mails, SMSs, etc..		
E	Security / Data Integrity		
1.	Integrity of data to be maintained at 100% of time		
2.	Encryption to be used for data traveling between core banking solution and delivery channels. i. Mention the encryption used in the Application/Solution.		
3.	Standards & Guidelines should be developed, implemented and followed for all IT assets		
4.	Data Integrity should be ensured using internationally accepted hashing algorithms such as MD5		
5.	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.). i. sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files ii. The maximum data length for logging is pre-determined iii. Successful and unsuccessful authentication attempts are logged iv. Successful and unsuccessful authorization events are logged		
6.	An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more		



Sr	Requirements	Compliance	Remark
	commonly known as a man- in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented		
	i. Sensitive information that is passed in the cookies is encrypted.		
	ii. The session identifier shall be random and unique.		
	iii. The session shall expire after a pre- defined length of time.		
7.	The Service Provider shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps		
8.	The Service Provider shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Service Provider shall implement strong cryptography and end- to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Service Provider shall implement or support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations		
9.	Security framework is supported in terms of authentication, multi-level authorization, auto log-off, password control, single sign- on audit		
10.	System allows administrators to implement access management in a granular manner.		
11.	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information		
12.	Time/date stamp, user ID, & before and after any changes in the system.		
13.	Activities executed by the Application system administrator		
14.	Segregation of duties is permitted (e.g. segregated function between system and application administration)		
15.	Ability to define groups so that access can be categorized		
F	Interfaces		
1.	The system should be able to interface with the core banking system online and seamlessly.		
2.	All modules in the system are fully integrated and provide online processing, real time updates and batch processing.		
3.	Solution is capable of being interfaced with any existing or future back office system / CBS system of the Bank		



Sr	Requirements	Compliance	Remark
4.	Solution is capable of being interfaced with multiple back offices simultaneously		
5.	Provision for an interface with the core banking solution, treasury solution, cash management systems, payment processing systems, online channel, front- end customer portals, etc.		
6.	Provide support to SWIFT, XML, CSV, TXT, etc. standard messaging protocols for interfacing.		
7.	The system should have the ability to rollback a transaction to a particular stage and restart, if required.		
8.	Provide ability to define business rules for validation and translation of incoming messages		
9.	Ability to interface with email server. The system should support LDAP.		
10.	What interface protocols are supported?		
11.	Availability of application interface APIs on Unix and Windows platforms		
12.	Security features and consideration for the interfaces. Does system cater for end-to- end encryption?		
13.	Interface able to handle exceptions (e.g. will output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated.		
14.	What are the standards supported by the solution for interfaces? Review both on-line and batch interfaces in detail		
15.	Starting & stopping the services through the admin portal		
G	Web Server		
1.	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, etc. as web servers		
2.	Should be able to install on UNIX flavors of Operating systems.		
3.	The web server should scale to future bank requirements		
H	Application Server		
1.	The application should be able to support HTML, DHTML, etc. (Markup language)		
2.	Client side scripting/ programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported		
3.	The application should support the application layer technologies like Java, C++, Netscape server application process interface, Internet server application process interface, etc. should be supported		
4.	Database Connectivity support should at a minimum be ODBC, JDBC, etc.		
5.	Queuing system for prioritizing messages to external applications. The system should ensure the commit of the message.		



Sr	Requirements	Compliance	Remark
6.	Provide support for store-and-forward mechanism in case of a communication breakdown		
7.	Support standard queuing engines (IBM MQ, MSMQ, etc.)		
J	Archival, Purging and Restoration		
1.	Application should capable to archive and retrieval of history transaction.		
2.	Application/Solution should be capable to purge data.		
3.	Integrity of data during archival & purging		



7.8. ANNEXURE D : ELIGIBILITY EVALUATION

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / 2013 or The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years (as on date of RFP). Copy of the certificate of incorporation should be enclosed as documentary proof.		Certificate of Incorporation. Certificate of Registration
2	The Bidder should have a yearly turnover of greater than Rs.50 crores (each year) or above in the past three financial years (2019-20 ,2020-21 & 2021-22*). This must be the individual Company's turnover and not that of any group of Companies. The bidder should have positive net worth in each of last 3 financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.)		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years. FY 2019-2020 FY 2020-2021 FY 2021-22* *If audit for the year 2021-22 is not completed, then provisional balance sheet for the year 2021-2022 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company
3	The bidder should have support Office/Branch in Pune. In case direct support offices of the bidder is not present in Pune then an undertaking to be provided by the bidder stating that direct support would be provided by the Bidder at Pune		Supporting document
4	The bidder should be OEM / authorized partner for the software to be implemented (Proof to be submitted). Either OEM or		Certificate / letter from OEM.



Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	authorized partners of OEM can bid in a tender but not both jointly.		
5	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/banks. Self-declaration to that effect shall be submitted along with the technical bid.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
6	The Bidder should have experience of providing the UPI solution in India to any Scheduled Commercial Bank in CAPEX /OPEX Model in last 5 years in India. The solution should be live as on date of floating of RFP. the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory.		Successful completion certificates or letter from the Bank./ Purchase Order and latest Invoice / Legal Agreement and PO The Bidder to submit successful completion letter from the Bank
7	Bidder must have experience of implementing UPI solution for at least 2 Scheduled Commercial Banks in India where average minimum daily UPI transactions should be 10 lakhs during last two year		Copy of the order and / or Certificate of completion of the work. Relevant certification from Financial Institutes
8	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure 13
9	At the time of bidding , Bidder/OEM should not have any litigation pending against the bank in any court of law.		Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.

Note:

- 1) Documentary evidence must be submitted for each criterion.
- 2) Public Sector / Scheduled commercial banks include RBI and do not include Regional Rural Banks and Cooperative Banks. These Banks refer to Banks in India only.

7.9. ANNEXURE E: PAYMENT TERMS

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

1. Hardware Cost

- 20% of the hardware cost on delivery of the hardware at the designated location.
- 10% of the hardware cost on pre-installation verification and confirmation of supply of all the components.
- 20% of the hardware cost on installation and power on and readiness of hardware for installation of UPI enterprise application.
- 20 % of the hardware cost on UAT Signoff.
- 20 % of the hardware cost on GO Live
- 5% of the hardware cost after Go-Live closure signoff from Bank.
- 5% of the hardware cost on completion of Disaster Recovery Drill

The required documents to be provided along with original invoice. Original delivery Challans /UAT sign off / go live signoff/ DR Drill completion as per applicable milestone duly stamped and signed by the Bank Official.

2. Software Licenses

- 45% of the license cost on UAT sign off of Software Licenses. The required documents to be provided along with original invoice:
 - a) Original delivery Challans & UAT sign off duly stamped and signed by the Bank Official.
- 40% of the license cost after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 10% of the license cost after Go-Live closure signoff from Bank.
- Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off
- 5% of the hardware cost on completion of Disaster Recovery Drill

3. Implementation Cost (OTC)

- 30% of the implementation cost after UAT sign off from Bank. UAT Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
 - 60% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
 - 10% of the implementation cost after DR testing. DR testing Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
4. **AMC / ATS** – Payable quarterly / yearly in arrears against receipt of satisfactory service performance report of previous quarter from the Bank's Project / Operation Manager
5. **Onsite Support Charges** – Payable quarterly at the end of each quarter against receipt of satisfactory support performance report of previous quarter from the Bank's Project / Operation Manager

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be release by IT Department, as per above payment terms on submission of delivery challan and installation report.

The Bank will pay of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved. Bank shall make payment within 30 days from the date the dispute stands resolved.

7.10. ANNEXURE F : PROJECT TIMELINES

The UPI solution must be implemented as per project scope within a period of 4 months in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases as explained in Annexure 10.

The bidder shall implement the entire solution as per timelines specified below.

Stage #	Activity	Duration of activity (weeks)	Elapsed Time (Weeks from Project Start Date)	Deliverables
1	All related Hardware/ application software delivery and successful installation	Setting up the necessary minimum environment to enable the solution build – 6 Weeks	6	Delivery and installation of all the related Hardware items offered.
		Hardware Installation – 2 Weeks	8	Delivery of Software (Application, Database, OS etc) licenses along with object files, source code etc. Installation of all the software items with latest version and patches.

The

RFP 09/2022-23 for Supply, Implementation and Maintenance of Unified Payment Interface (UPI) Solution For Five Years, Under Capex Model				Acceptance test involving installation and commissioning and successful operation of the hardware, software, and other equipment etc shall be demonstrated by the bidder for at least 5 days at Bank's Site on offered hardware. All necessary additional hardware / simulators/ software for stress testing would be arranged by the bidder.
2	Acceptance test	2	10	
3	UAT signoff in test environment	3	13	bidder shall demonstrate all the functionalities/ requirements as depicted in scope of work along with all required customization including interface with the existing Switch. Remediation of UAT issues and UAT signoff
4	Production movement, migration and Pilot/ Closed User Group implementation followed by complete Go-live	2	15	All the functionalities/ requirements as depicted in scope of work shall be made live. All data/ interfaces/ devices shall be migrated from old Switch to new Switch All UPI operations are to be made live on new Switch and old switch shall be removed. Bidder shall demonstrate fulfillment of all requirements in live environment
5	Project Signoff	1	16	After completely moving to new UPI Switch, functionalities and all UPI applications operations would be observed for 60 days and problem if any would be reported to bidder. bidder shall provide solution to the issues raised.

Acceptance Test shall be carried out on the servers/equipment/software jointly by the representatives of the Bank and the bidder, after the installation is completed.

The Acceptance Test shall be deemed to be complete only on issuance of the 'Acceptance Certificate' by the Bank to the bidder.

It is the responsibility of the bidder to remediate any deficiency identified in the performance of the hardware/ equipment/ software, as observed during the Acceptance Test. This includes replacement of some or all equipment at no additional cost to the Bank, to ensure that the servers/ equipment/ software meet the requirements of the Bank as envisaged in the RFP.

It is the responsibility of the bidder to obtain the sign off of the bank on project related documents including Project plan, Functional Specifications Document, Acceptance test plan, etc before commencement of the relevant project milestone. The project related documents would be reviewed on a periodic basis in line with the defined project governance mechanism and updated by the bidder in Agreement with the Bank, as and when required.



7.11. ANNEXURE G : SERVICE LEVEL REQUIREMENTS

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.95%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.95% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24hrsper day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.95%	No Penalty



99.95% =< A <99%	2% of cost of monthly billing
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Uptime Percentage	Penalty Details
99% =< A <= 98.5%	5% of cost of monthly billing
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly billing charges for every 0.1% lower than the stipulated uptime

(the payment terms are quarterly in arrears, however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not providing, Bank will divide the quarterly billing amount in

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 20% of the Monthly billing and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Pune in favour of Bank for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.95%), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the applications are affected	90%
Severity 3	Any problem where <= 10% of the users of the applications are affected	80%

SLA Penalty Calculation:

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore, the effective downtime for the month would be:

$$5 \text{ hours} \times 90\% = 4.5 \text{ hours}$$

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.

Bidder is required to provide evidences for ascertaining Severity Levels in absence of which Severity level for the incident would be considered as 1 for the purpose of penalty calculation



SLA for Onsite Support Facility Management

Bidder will have to guarantee a minimum uptime of 99% per resource (i.e. attendance of each of the resources), calculated on a monthly basis.

Uptime percentage will be calculated as (100% less Person non attendance Percentage) Person non attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs per day per person for a week.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Pune in favour of Bank of Maharashtra for the same within 15 days from the notice period from the Bank.

Availability Service Level Default for Facility Management

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the Service Provider fails to meet Minimum uptime (99%), as measured on a monthly basis.

In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

$(\text{Minimum Uptime Percentage} - \text{Uptime Percentage}) \times \text{Current Years Monthly Contract value}$