



TAMIL NADU GRAMA BANK

Technology Management Department

Head Office

No.6, Yercaud Road, Hasthampatti, Salem – 636 007

**Request for Proposal (RFP) for
Selection of Application Service Provider for
UPI Switch Solution
and
Mobile Banking & Internet Banking Solution
under OPEX Model**

On behalf of

Tamil Nadu Grama Bank

Saptagiri Grameena Bank

Puduvai Bharathiar Grama Bank

RFP No. TMD/3/22-23

Date: 30-09-2022

This document is the property of Tamil Nadu Grama Bank. It shall not be copied, distributed or recorded in any medium, electronic or otherwise, without written permission thereof. The use of the content of this document, even by the authorized personnel/ Agencies for any purpose other than the one specified herein, is strictly prohibited and shall amount to copyright violation and thus, punishable under Indian Law.

SCHEDULE OF EVENTS AND BID DETAILS

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion, should the need arise. Changes to the timeframe will be published in the Bank's Website.

S No	Schedule	Date & Time
01	RFP Reference	TMD/3/22-23
02	i. Porting of RFP in Bank Website ii. Advertisement in Newspaper	30/09/2022 01/10/2022
03	Last Date for submitting the queries (Only through mail)	07/10/2022
04	Date of pre-response (pre-bid) meeting	10/10/2022
05	Mode of Pre-bid meeting	Through VC
06	Last date and Time for submitting Technical bids	20/10/2022 before 02.00 PM
07	Date and Time of opening of bid responses	20/10/2022 at 04.00 PM
08	Place of Opening of Bids	Tamil Nadu Grama Bank, Technology Management Dept., Head Office, No.6, Yercaud Road, Hasthampatti, Salem – 636 007
09	Cost of RFP document	₹ 50,000/-
10	Bid Security Guarantee	₹ 5,00,000/-
11	Address for communication	Tamil Nadu Grama Bank, Technology Management Dept., Head Office, No.6, Yercaud Road, Hasthampatti, Salem – 636 007 Ph: 0427-2522962/963 Mail id: tmd@tngb.co.in
12	Contact Nos:	<u>TNGB</u> Mr. Praveen Kumar J - 9488379774 Mr. Alaiarasan B - 9894513433 Mr. Govindaraj K – 7829280667 <u>SGB</u> Mr. Raghav Vellore – 8886644004 <u>PBGB</u> Mr. Prabhu G I - 8015848626
13	Email	tmd@tngb.co.in

14	Date of opening of Indicative Commercial Bid	The Indicative Commercial Bids will be opened for those Bidders who qualify in both eligibility and technical evaluation. The date of opening of the Indicative Commercial bid would be communicated separately to the technically eligible bidders.
----	--	--

In case scheduled dates fall on a public holiday, the same will be extended to the next working day. All dates mentioned above are tentative dates and the bidder acknowledges that it cannot hold the Bank responsible for breach of any the dates. Non – attendance at the pre-bid meeting or bid opening will not be a cause for disqualification of a bidder.

INDEX		
S.No	DESCRIPTION	PAGE
1	INTRODUCTION	7
2	SUBMISSION OF BIDS	7
3	CONTRACT COVERAGE PERIOD	8
4	BID FEE	8
5	AMENDMENT OF BIDDING DOCUMENTS	8
6	TWO BID SYSTEM	8
	A. FORMATION OF TECHNICAL BID	9
	B. FORMATION OF COMMERCIAL BID	9
7	BID SECURITY (EMD)	9
8	PERIOD OF VALIDITY OF BIDS	10
9	AUTHORIZATION TO BID	10
10	DEADLINE FOR SUBMISSION OF BIDS	10
11	OPENING OF BIDS	10
12	FORMAT AND SIGNING OF BID	10
13	CLARIFICATION OF BID	11
14	AMENDMENTS OF RFP DOCUMENT	11
15	EVALUATION CRITERIA	11
	A. GENERAL EVALUATION	11
	B. TECHNICAL EVALUATION	12
	C. COMMERCIAL EVALUATION	12
16	PROPOSAL PROCESS MANAGEMENT	13
17	LIABILITIES OF BANK	13
18	BID AND PROPOSAL OWNERSHIP	13
19	BID PRICING INFORMATION	13
20	DISCLAIMER	13
21	NEGOTIATION/REVERSE AUCTION	14
22	SIGNING OF CONTRACT	14
23	PRICES AND TAXES	14
24	EVALUATION OF BID	15
25	AWARDING OF CONTRACT	15
26	DELIVERY AND IMPLEMENTATION TIMELINES	15
27	SERVICE LEVEL AGREEMENT	16
28	OTHER TERMS AND CONDITIONS	16
29	DEFINITIONS	16
30	USE OF CONTRACT DOCUMENT AND INFORMATION	17
31	PATENT RIGHTS	17
32	PERFORMANCE BANK GUARANTEE	17

33	PAYMENT TERMS	18
34	PENALTY	18
35	LIQUIDATED DAMAGES	20
36	CONTRACT PERIOD	20
37	TERMINATION FOR DEFAULT	20
38	FORCE MAJEURE	21
39	TERMINATION FOR CONVENIENCE	21
40	SETTLEMENT OF DISPUTES	22
41	CONFIDENTIALITY	23
42	ELIGIBILITY CRITERIA	23
	ANNEXURE – I: DETAILED SCOPE OF WORK – UPI	26
	ANNEXURE – II: DETAILED SCOPE OF WORK – MOBILE & INTERNET BANKING	32
	ANNEXURE – III: MOBILE/INTERNET BANKING – INDICATIVE FEATURE LIST	36
	ANNEXURE – IV: OFFER COVERING LETTER	39
	ANNEXURE – V: TECHNICAL BID	40
	ANNEXURE – VI: INDICATIVE COMMERCIAL BID – UPI SWITCH SOLUTION	44
	ANNEXURE – VII: INDICATIVE COMMERCIAL BID – MOBILE BANKING & INTERNET BANKING SOLUTION	46
	ANNEXURE – VIII: PROFORMA OF BANK GUARANTEE (PERFORMANCE) – UPI SWITCH	48
	ANNEXURE – IX: PROFORMA OF BANK GUARANTEE (PERFORMANCE) – MOBILE BANKING & INTERNET BANKING	51
	ANNEXURE – X: ESCALATION MATRIX	54
	ANNEXURE – XI: LETTER OF AUTHORIZATION/UNDERTAKING	55
	ANNEXURE – XII: CERTIFICATE FROM CLIENT – UPI SWITCH	56
	ANNEXURE – XIII: CERTIFICATE FROM CLIENT – MOBILE BANKING & INTERNET BANKING SOLUTION	57
	ANNEXURE – XIV: NON-DISCLOSURE AGREEMENT	58
	ANNEXURE – XV: SELF DECLARATION - BLACKLISTING	62
	ANNEXURE – XVI: UNDERTAKING FOR BEING THE OEM FOR THE OFFERED PRODUCT	63
	ANNEXURE – XVII: BID SECURITY FORM	64
	ANNEXURE – XVIII: INTEGRITY PACT	65
	ANNEXURE – XIX: SERVICE LEVEL AGREEMENT	70
	ANNEXURE- XX: SCOPE OF WORK –COMPLAINCE -UPI	78
	ANNEXURE- XXI: SCOPE OF WORK –COMPLAINCE –MOBILE BANKING & INTERNET BANKING	87
	ANNEXURE – XXII: IMPLEMENTATION PLAN	93
	ANNEXURE – XXIII: CHECK LIST	94

1. INTRODUCTION

Tamil Nadu Grama Bank (TNGB), a Regional Rural Bank, having its Head Office at No: 06, Yercaud Road, Hasthampathy, Salem – 636007, Tamil Nadu Operating in entire Tamil Nadu (Except Chennai) with 648 branches and is having a business of over Rs 36,000 Crores. Saptagiri Grameena Bank (SGB), a Regional Rural Bank, having its Head Office at Chittoor, Andhra Pradesh and Operating in Chittoor and Krishna Districts of Andhra Pradesh with 226 branches and is having a business of Over Rs 19,000 Crores. Puduvai Bharathiar Grama Bank (PBGB), a Regional Rural Bank, having its Head Office at No.415, Kamaraj Salai, Saram, Puducherry – 605013 and operating in union Territory of Puducherry with 44 branches and a business of over Rs 2,000 Crores.

The purpose of this RFP is to select service provider for UPI Switch Solution and Mobile Banking & Internet Banking Solution under OPEX model for all the above mentioned 3 RRBs individually.

Regional Rural Banks sponsored by Indian Bank i.e., Tamil Nadu Grama Bank, Saptagiri Grameena Bank, and Puduvai Bharathiar Grama Bank are running on the same Core Banking Solution (CBS) platform viz. BANCS 24 supplied by M/s TCS. The Data Centre of all the 3 RRBs is hosted at STT DC, Sivananda Salai, Chennai and the Disaster Recovery site is available at STT DC, Madhapur, Hyderabad. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in near future.

Tamil Nadu Grama Bank (TNGB) invites bids for and on behalf of all the three RRBs, from all eligible bidders to provide UPI Switch Solution and Mobile Banking & Internet Banking Solution under OPEX model for all 3 RRBs individually. On selection of the successful bidder/bidders, individual Purchase Orders will be released by the respective banks. Here after “Bank” refers to all the 3 RRBs.

2. SUBMISSION OF BIDS

Bidders satisfying the technical and commercial conditions specified in this Request for Proposal (RFP) and ready to supply UPI Switch solution and Mobile Banking & Internet Banking solution under OPEX model for Indian Bank sponsored RRBs in conformity with the scope of work of the RFP may submit their bids in the formats as per Annexure I to Annexure – XXI respectively. The bid should be submitted in a sealed cover superscribed as under:

“PROPOSAL FOR SUPPLY OF UPI SWITCH SOLUTION AND MOBILE BANKING & INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBs UNDER OPEX MODEL”

The bids in sealed covers should be handed over to Head of Department as per schedule of events and bid details of this RFP in Bank's Technology Management Department, Head Office, Salem, Tamil Nadu against acknowledgement on or before the date and time mentioned in the Schedule for bidding process given in schedule of events and bid details of this RFP. Any bid received by the Bank after the deadline for submission of bids will be rejected. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day. All enquiries from the bidders, related to this RFP must be directed in

writing exclusively to the contact person mentioned (Mr. Praveen Kumar J, TNGB) in schedule of events and bid details of the RFP. The preferred mode of delivering written questions to the aforementioned contact person would be through email. In no event Bank will be responsible in ensuring receipt of inquiries.

Extension of submission date and time will be at the sole discretion of the Bank.

3. CONTRACT COVERAGE PERIOD

The period of contract shall be initially for **three years** from date of Go Live of the first module and will be extended, without any additional cost for the late period of implementation, if attributable to the bidder. Bank reserves the right to extend the contract on yearly basis on the same terms and conditions, at mutually agreed rates. Although, Bank reserves right to cancel/terminating the contract during the contract period by giving a 90 Days' notice period.

4. BID FEE

The bidder shall submit the bid along with a Demand Draft in favour of Tamil Nadu Grama Bank payable at Salem for **INR 50,000/-** (Rupees Fifty Thousand only) (non-refundable) as bid fees. Bid submitted without the requisite Bid fee in the form of Demand Draft may not be considered.

5. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment(s). The Amendment(s) if any will be communicated through mail/website and it will be binding on all the bidders. Signed copy of the RFP along with amended document should form part of the Technical Bid.

6. TWO BID SYSTEM

Sealed Envelopes Containing Technical Proposal (Technical Bid) should be clearly superscribed as **"PROPOSAL FOR SUPPLY OF UPI SWITCH SOLUTION AND MOBILE BANKING & INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBS UNDER OPEX MODEL"**. All the documents constituting the Technical Bid should be submitted in hard copy and except indicative commercial Bid. No commercial information should be available in the Technical Bid. The Technical Bid should be submitted at the address given below.

**Tamil Nadu Grama Bank,
Technology Management Department,
Head Office,
No.6, Yercaud Road, Hasthampatti,
Salem – 636 007
Tamil Nadu
Contact: 0427-2522962/963**

The envelope shall bear the project name and a statement: "PLEASE DO NOT OPEN BEFORE 20.10.2022".

a. Formation of Technical Bid (Part I)

- I. Language of communication will be English.
- II. Bidder's Information & Technical Bid as per format. (Annexure – V)
- III. Non-refundable fee of INR 50,000/- (Rupees Fifty Thousand only) in the form of a demand draft issued by a scheduled commercial bank favouring "TamilNadu Grama Bank" payable at Salem.
- IV. Acceptance of the terms and conditions as contained in this document.
- V. Supporting documents i.e., Satisfactory Performance Certificate from the clientele banks (PSB/ Private Bank/ UCB/SFB/ Payment Bank/ SCBs/RRB registered in India) for successful implementation of UPI Switch solution, mobile banking & internet banking solution and document to be issued by the authorized signatory of the Bank, with their contact details for verification
- VI. Total turnover & Average Turnover for last three years.
- VII. Bid security for Rs.5,00,000/- (Rupees Five Lakh only) in the form of Bank Guarantee valid for 150 days from the last date for submission of Tender.
- VIII. Power of Attorney given in favour of the person signing the document on behalf of the firm.
- IX. Articles of Association, Memorandum of Association of the company.
- X. Audited balance sheets for the last three years.

b. Formation of Indicative Commercial Bid (Part II)

Indicative Commercial Bid shall be provided in a separate sealed cover as per the format specified in Annexure VI & VII

Please note that

- i. The costs of preparing the proposal including visit / visits to the Bank are not reimbursable.
- ii. The Bank is not bound to accept any of the proposals submitted and the bank has got the right to reject any proposal/annul the tendering process without assigning any reason thereof.
- iii. Part I should not contain any pricing and commercial information.

7. BID SECURITY (EMD)

- I. The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs.5,00,000/- (Rupees Five lakh only) and valid for One Hundred and Fifty days (150) days i.e., Bid validity 120 days + 30 days = 150 days from the last date for submission of bid. Bank may seek extension of Bank Guarantee, if required.
- II. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank.
- III. The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.
- IV. The bidder will forfeit the bid security, If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. OR in the case of a

successful bidder, if the bidder fails to sign the contract or to furnish performance security.

8. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of **120 days** after the last date for submission of technical bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

9. AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

10. DEADLINE FOR SUBMISSION OF BIDS

- I. Deadline for bid submission is as above. The bid document along with required enclosures should be submitted at the place mentioned in clause No. 6 either in person or it can be sent by post but it should reach the concerned officer on or before as mentioned above.
- II. In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.
- III. The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- IV. Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

11. OPENING OF BIDS

- I. The bids (PART-I) will be opened in the presence of bidders' representatives if any.
- II. The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.
- III. The technically qualified bidders will be intimated on date of opening of indicative commercial bids. Indicative Commercial bids (PART – II) will be opened post which L1 bidder will be finalized through reverse auction.

12. FORMAT AND SIGNING OF BID

All pages of the bid, except for non-amended printed literature, shall be initialled by the person or persons signing the bid. Any interlineations, erasure or overwriting shall be valid only if they are initialed by the person or all persons signing the Bid. Bids should be signed by the authorized signatory.

13. CLARIFICATION OF BID

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder for the bid submitted by the bidder(s). The request for clarification and the response shall be in writing/email, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

14. AMENDMENTS OF RFP DOCUMENT

Bank reserves the right to amend the RFP any time prior to deadline for submission of bid. The same shall be notified to all the bidders through e-mail/website and such amendments shall be binding on the bidders.

15. EVALUATION CRITERIA

a. General Evaluation

- I. The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- II. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
- III. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.
- IV. The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- V. Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.
- VI. The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- VII. Evaluation may include enquiry with the customers/offices where the services of the bidder are rendered, and discussion with them.
- VIII. Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.

- IX. The indicative commercials are inclusive of Sales Tax / Conveyance / Courier etc. No extra charges other than those quoted in the Bid will be entertained.

b. Technical Evaluation

- I. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (in Hard Bound File) within the stipulated time lines set by the Bank.
- II. First of all, the RFP Cost and BID SECURITY/EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process. After that technical bid will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
- III. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
- IV. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- V. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

c. Commercial Evaluation

- I. Technically qualified bidders alone will be intimated the date of opening of indicative commercial bid.
- II. The indicative commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of indicative commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the indicative commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
- III. After opening of indicative commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Arithmetical errors will be rectified as follows:
 - a. If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
 - b. If there is any discrepancy between words and figures, the amount in the words will prevail.
 - c. The bid determined as not substantially responsive will be liable for rejection by the Bank and may not be made responsive by the bidder by correction of the non- conformity. The decision of the Bank in this regard will be final. The Bank may waive any minor informality or non-conformity or irregularity in

a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

- IV. The bidders will be required to quote only for all the items required by the Bank. No additional line items bearing the quote will be entertained.
- V. The bidders will be required to quote for both UPI solution and Mobile & Internet Banking solution as per the indicative commercial bid formats. In case of any bidder quoting for either UPI solution or Mobile & Internet Banking solution will be rejected.
- VI. The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of GST only of the goods & services offered etc.

16. PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves the right to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process. In case of any dispute in the interpretation of any of the clauses in the RFP the Bank's decision is final and binding upon the bidders. Hence bidders are requested to take confirmation at your own accord from the Bank for such cases before encountering them.

17. LIABILITIES OF BANK

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

18. BID AND PROPOSAL OWNERSHIP

The Bid submitted and all supporting documentation/templates are the sole property of Tamil Nadu Grama Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Tamil Nadu Grama Bank and will not be returned.

19. BID PRICING INFORMATION

By submitting a signed bid, the Bidder certifies that the

- Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- Prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

20. DISCLAIMER

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and / or any of its officers, employees.

21. NEGOTIATION/REVERSE AUCTION

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor if the price quoted is found unreasonable or higher or in any exceptional circumstances. In addition, Bank reserves the right to negotiate with the L1 bidder for UPI solution to match the L1 price of Mobile banking and internet banking solution. The reverse auction will be conducted individually for UPI switch solution and Mobile Banking & Internet Banking solution. The mode of reverse auction will be online based on the discretion of the bank. It is expected that the non-financial transaction cost should be less than the financial transaction cost and transaction cost decreases as volume increases. The bidder has to upload the final price break up as per Annexure VI & VII on the same day in the portal. The bidder has to ensure that the final price break up confirmation should be proportionate to "rate/transaction" in the indicative commercial bid.

22. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days. The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank. The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank in SLA.

23. PRICES AND TAXES

The prices quoted in indicative commercial bid (Annexure VI & VII) should be all inclusive i.e., inclusive of all taxes excluding GST. Quoted prices shall be inclusive of technical service charges, if any and cost towards boarding, traveling, lodging etc. of onsite engineer. Prices should be furnished item-wise as per indicative Commercial bid in (Annexure VI & VII). Prices should be quoted taking into consideration the full scope of work and terms and conditions specified in this RFP. The prices should be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable. Bids should be valid for a period as indicated in Point No. 8 (Period of Validity of Bids). Prices quoted by the Bidder shall remain

fixed during the Bidder's performance of the contract and will not be subject to variation on any account. Any bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. Any bid received, which is not in line with these conditions will be summarily rejected. Any bid, which is conditional and/or qualified or subjected to suggestions or attaching any addendum / annexure, will also, be summarily rejected.

24. EVALUATION OF BID

The bank follows two bid process for this tendering process.

I. Evaluation of Bids

The Bank's purchase committee will take into account the following factors and based on such evaluation the qualified bidders will be short-listed:

- a. Compliance of terms and conditions stipulated in RFP duly supported by certified documentary evidence wherever required.
- b. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

II. Determination of L1 bidder

Only qualified bidders as per clause as stated below will be considered for determination of L1 bidder. The least of the total contract value derived as per the tentative commercial bid (Annexure – VI and VII) will be taken as the L1 cost for the respective solution. In the reverse auction, the least of the total contract value derived as per the indicative commercial bid (Annexure – VI and VII) will be taken as the base price for the reverse auction or the prices as estimated by Bank for the respective solution. The L1 cost will be determined individually for UPI solution and Mobile/Internet Banking solution. There will normally be no negotiation on the price. As such, bidders in their own interest should quote the most competitive prices. The Bank reserves the right to reject L1 bid if the same is found unreasonable. If, for any reason, the Work order given to the L1 Bidder does not get executed or the L1 bidder backs out, the Bank at its discretion may award the Contract to L2 /other bidders, if they agree to accept to the L1 price.

25. AWARDING OF CONTRACT

Purchase Orders will be placed by the respective RRBs. Acceptance of purchase order should be submitted within 15 days of purchase order along with authorization letter. If accepted purchase orders not received within 15 days from the date of order of placement, otherwise it will be considered as accepted. If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD and Bank shall invoke performance bank guarantee (if submitted) and blacklist the bidder for a period of one year.

26. DELIVERY AND IMPLEMENTATION TIMELINES

Bidder has to implement the complete UPI solution including NPCI certification within 8 weeks from the date of purchase order. Bidder has to implement the complete mobile banking solution within 12 weeks from the date of purchase order and integrate as and

when prescribed by the Banks individually. The Internet Banking solutions should be deployed within 12 weeks. Bidder has to implement the features outlined in the Annexures to make live those features as and when interfaces are ready for the corresponding services. Bank reserves the right to avail Net Banking Solution based on the performance of UPI and Mobile Banking Solution.

27. SERVICE LEVEL AGREEMENT

The selected bidder will also have to enter into a Service level agreement as per Annexure XIX for Service Support and Maintenance of complete solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The non-delivery of any services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

28. OTHER TERMS AND CONDITIONS

- I. The cost of preparing the proposal including visit / visits to the bank is not reimbursable.
- II. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- III. All pages of the bid document, clarifications/amendments if any should be signed by the authorized signatory and kept with Technical Bid. A certificate to the effect that the authorized signatory has the authority to bind the company, should also be attached along with the technical bid.
- IV. The project once awarded should be treated as 3 separate projects and hence any kind of change requests should be taken with the respective bank and should not have any technical/operational impact on the other 2 RRBs. In line with that, post selection of the L1 bidder, each of the bank will release their respective purchase orders (PO) to the bidder. The purchase order will be governed by the terms and conditions of this RFP.
- V. End-to-end transaction details and information pertaining to payment or settlement transaction that is gathered / transmitted / processed as part of a payment message / instruction should be stored in systems located in India only as per RBI guidelines from time to time. This may, interalia, include Customer data (Name, Mobile Number, email, Aadhaar Number, PAN number, etc. as applicable); Payment sensitive data (customer and beneficiary account details); Payment Credentials (OTP, PIN, Passwords, etc.); and, Transaction data (originating & destination system information, transaction reference, timestamp, amount, etc.).

29. DEFINITIONS

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

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India.
- b. **"Bank/Banks"** means Tamil Nadu Grama Bank, Saptagiri Grameena Bank, & Pudukkottai Bharathiar Grama Bank.

- c. **“Contract”** means the each agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. **“Contract Price”** means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. **“Goods”** means all of the deliverables or other materials which the Company should deliver as per this contract;
- f. **“Party”** means the Bank or the Company, as the case may be and Parties means both of them.
- g. **“Personnel”** means persons the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. **“Services”** means those services ancillary to the deliverables of the Company covered under the Contract
- i. **“Vendor/ Supplier/Bidder”** means the company which provides services/ supplies goods to Banks delivers as per this contract/tender
- j. **“Project”** means implementation of UPI Switch, Mobile Banking and Internet Banking Solution under OPEX model

30. USE OF CONTRACT DOCUMENT AND INFORMATION

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

31. PATENT RIGHTS

The vendor/supplier shall indemnify the banks against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

32. PERFORMANCE BANK GUARANTEE

- I. Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security for 3 % of entire contract value valid for a period of 3 years plus 6 months (with further three months claim period), in the form of a Bank Guarantee in the format enclosed (Annexure VIII & IX). The contract value will be the value calculated for the entire contract period for the project for each Bank separately in the indicative commercial bid.

- II. The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.
- III. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- IV. In the event of contract period being extended the Successful bidder has to extend the performance security to cover the contract period.
- V. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

33. PAYMENT TERMS

Payment will be made by the Bank's Information Technology Department, Head Office of respective Bank's in the following manner.

i. For UPI

- a. One time implementation cost will be paid after sign-off post go-live.
- b. Recurring payment will be made monthly in arrears on submission of the invoice.
- c. The invoice should be supported by adequate reports to arrive at the number of transactions for the invoice period.

ii. For mobile & internet banking

- a. One time cost will be paid after sign-off post go-live.
- b. ATS charges will be paid quarterly in advance on submission of the invoice.

Payments will be made only after submission of PBG and signing of SLA (including Dos & Don'ts) and NDA by Successful Bidder. Sign-off will be given only after successful implementation as per the scope of work & testing and after NPCI Certification of the solution deployed in our Bank. Penalty, if any, shall be deducted, before releasing the payment.

34. PENALTY

The bidder shall be responsible for the complete implementation and delivery of the UPI solution and Mobile Banking & Internet Banking Solution as per the timelines specified in the delivery clause. In case of any delay in implementation, the penalty will be calculated at the rate of 1% of the contract cost for every week delay for the respective RRB and the max penalty will be 10% of the contract cost (calculated in the indicative commercial bid) for the respective RRB. The penalty will be recovered by invoking the Performance Bank Guarantee (PBG) or will be deducted in the subsequent billings or any other payments due by the bank as per the decision of the bank. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

The uptime calculation for UPI switch solution will be as under:

Uptime (U)=100-Downtime%	Penalty (A=contract cost (calculated in the commercial bid) for the respective RRB)
U >=99.95	No Penalty
99.50<=U< 99.95	0.1 % of A
99.00<=U< 99.50	0.2 % of A
98.50<=U< 99.00	0.3 % of A
98.00<=U< 98.50	0.4 % of A
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.1% of A

The downtime percentage will be calculated based on the following formula.

Downtime Percentage = (No. of transactions declined due to switch reasons/Total no. of transactions as per NPCI report) * 100

The downtime penalty for Mobile/Internet banking solution will be calculated and deducted as below.

- Uptime percentage = 100 – Downtime %
- Downtime percentage = Unavailable Time divided by Total Available Time, calculated on a monthly basis.
- Total Available Time = 24 hrs per day for seven days a week excluding planned downtime
- Unavailable Time = Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime (U)	Penalty (A=contract cost (calculated in the commercial bid) for the respective RRB)
U >=99.00	No Penalty
98.5<=U< 99.00	0.2 % of A
98.00<=U< 98.50	0.3% of A
97.50<=U< 98.00	0.4 % of A
97.00<=U< 97.50	0.5 % of A
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.2% of A

SLA will be monitored on Monthly basis for Mobile/ Internet banking solution and UPI switch solution individually and the calculated amount would be adjusted from subsequent payments/any other payment to be made to the vendor. Bank has right to waive the Penalty on genuine grounds.

35. LIQUIDATED DAMAGES

The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor/supplier and shall be liable to pay the Bank as liquidated damages at the rate of 0.5% for delay of every week or part thereof. Once the penalty crosses 10 % of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidated damages, if any, accruing to the Bank, as above, from any amount payable to the vendor/supplier either as per the Contract, executed between the Bank and the Vendor/supplier pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the Vendor/supplier.

36. CONTRACT PERIOD

The period of contract shall be initially for **three years** from date of purchase order for UPI Solution and Mobile/Internet banking solution. Bank reserves the right to extend the contract individually for UPI solution and Mobile/Internet banking solution on yearly basis on the same terms and conditions, at mutually agreed rates. Although, Bank reserves right to cancel/terminate the contract for migration/amalgamation/merger/whatsoever any reason during the contract period by giving a 90 Days' notice period. In case of termination of the contract, the successful bidder should divulge and hand-over complete documentation related to UPI Switch/Mobile Banking/Internet Banking solution and all the latest reports specified by the Bank and also extend the same service as specified in the contract till the bank completes the migration and the target environment is stabilized. In case of non-conformance of the delivery timelines, the contract will be extended to the extent of the delay period and the bidder is liable to provide the services as per the contract during the extended period (delay period) at free of cost.

37. TERMINATION FOR DEFAULT

The Banks, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the vendor/supplier, may terminate this Contract in whole or in part:

- a. if the Vendor/supplier fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Banks;
(OR)
- b. If the vendor/supplier fails to perform any other obligation(s) under the Contract.
(OR)
- c. If the Vendor/supplier, in the judgment of the Banks has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 'For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a

misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Banks, 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 Banks of the benefits of free and open competition. In the event the Banks terminates the Contract in whole or in part, the Banks may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the bidder shall be liable to the Banks for any excess costs for such similar Goods or Services. However, the bidder shall continue performance of the Contract to the extent not terminated.

38. FORCE MAJEURE

The Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

39. TERMINATION FOR CONVENIENCE

The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 90 days' notice to the bidder, including 15 days during period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following:

- Excessive delay in execution of order placed by the Bank
- Discrepancies / deviations in the agreed processes and/or products
- Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- Violation of terms & conditions stipulated in this RFP.
- Exceeding any of the threshold limit of Delay as per the penalty clause.

The bidder should provide the backup of the data to migrate to the new system in the format requested by the bank in the event of termination. The termination of the contract at bank's discretion will be done for the following combinations,

- UPI solution alone.
- Mobile Banking solution alone.
- Net Banking solution alone.
- Mobile Banking and internet banking solutions
- All the above

The bank only reserves the right to terminate/cancel the contract with the selected bidder and no conditions should be imposed by the bidder in any of the agreements/contract.

40. SETTLEMENT OF DISPUTES

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

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

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

- a. In case of dispute or difference arising between the Banks and Vendor/supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Banks and the bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c. Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- d. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e. Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- f. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/other legal recourse.
- g. Notwithstanding any reference to arbitration herein,
 - I. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - II. the banks shall pay the Vendor/supplier any payments due to the Vendor/supplier.

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

41. CONFIDENTIALITY

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure 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. Successful bidder has to enter into Non-disclosure agreement (as per Annexure- XIV) with the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the successful bidder.

42. ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Supporting Documents to be submitted
1	The bidder should be registered with Registrar of companies/firms in India for at least 5 years. The bidder should not be a consortium.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.
2	Bidder must be an ISO 27001: 2013 or higher certified company.	ISO 27001: 2013 or higher certificate
3	The proposed UPI switch solution must have been implemented in Opex model at least in 3 banks (Public sector bank/ Private bank/ UCBS/ SFBs/Payment bank/ RRBs) registered in India. Among 3, at least one should be implemented in Public sector bank/ Private bank/ SFBs / RRB.	Satisfactory Performance Certificate from the Clients as per Annexure-VII. The certificate from the Client should contain all the information required to

	<p>a. Proposed solution should have been certified by NPCI.</p> <p>b. Proposed solution should be currently running successfully at least for the past 2 years.</p> <p>c. Proposed solution should be handling 1 lakhs or more transactions per day and scalable vertically/horizontally</p> <p>The average monthly Technical Decline rate during previous six months should be less than 7%.</p>	substantiate the eligibility criteria.
4	<p>The proposed mobile & Internet banking solution must have been implemented in atleast 3 banks (Public sector bank/ Private bank/ UCBs/ SFBs /SCBs/ Payment bank/ RRBs) registered in India. Among 3, at least one should be implemented in Public sector bank/ Private bank/ SFBs / RRB.</p> <p>a. Proposed solution should be currently running successfully at least for the past 2 years.</p> <p>b. Proposed solution should be handling 0.2 lakhs or more transactions per day and scalable horizontally/vertically</p> <p>The average downtime of the solution during previous six months should be less than 1% downtime.</p>	Satisfactory Performance Certificate from the Clients as per Annexure-VII. The certificate from the Client should contain all the information required to substantiate the eligibility criteria.
5	The bidder should have support centre in Chennai or should provide onsite support from the bank premises.	Undertaking to be submitted
6	The bidder should be the Original Equipment Manufacturer (OEM) of the UPI switch application, mobile banking and Internet banking solution, with presence in India.	Required proof to be submitted
7	The bidder should have a minimum average turnover of INR 5 crores (Rupees Five crores) during the past 3 financial years i.e. 2021-22, 2020-21, 2019-20, from their Indian operations and turnover of atleast INR 10 crores (Rupees Ten crores) in the financial years 2021-22 from their Indian operations. The bidder should have positive net worth during the last three financial years.	Provide CA Certificate and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification,
8	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/ statutory auditor

9	The proposed solution should be hosted in Tier-III or above certified datacenters.	Required proof to be submitted.
---	--	---------------------------------

Note:

- Only the OEM can bid for the RFP. Bids from the authorized representative/ consortium will be rejected.
- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means during site visit.

ANNEXURE – I
DETAILED SCOPE OF WORK – UPI

This RFP seeks to supply of UPI switch hosted at vendor's premises for all 3 RRBs (Sponsored by Indian Bank) individually.

1. The Bank intends to select a bidder to supply, integrate and operationalize a suitable Unified Payment Interface (UPI) solution hosted at the bidder's certified 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 used by its customers.
2. The bidder should provide an enterprise wide solution for Unified Payment Interface (UPI) conforming to the latest technical specifications and procedural guidelines prescribed by NPCI and solution should comply with "Master Direction on Digital Payment Security Controls" by RBI.
3. 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
 - 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.)
 - Single click Two factor authentication
 - Reports
 - Transaction history
 - Hot-listing of registered users account through self-service means
 - Encryption support
 - Interface integration with CBS/middleware.

The above list is indicative only and will be changed as per the technical specifications of NPCI.

4. UPI APP/module may be embedded in other (merchant) apps by giving the binary/SDK to the merchant to integrate into their apps. Integrate UPI with Bill desk and other aggregator requested by Bank.
5. **License-** 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 and should not have any restrictions on the number of channels / clients / interfaces/ branches/ users/ transactions / any other parameters not covered. Any new channels/ interfaces/ branches should be supported by the solution within the contract period without any additional cost to the bank.

6. **Infrastructure-** The solution should be implemented at Bidder's Data Centre and Disaster Recovery Centre and should have a separate test set up. Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability network load balancing. Unified Payment Interface (UPI) solution should also facilitate online DC- DR replication and retrieval capability in a seamless manner. The supplied UPI switch should be hosted dedicatedly for each of the 3 RRBs at the bidder's DC and DR sites. The proposed solution should be hosted in High availability (HA) mode both at their DC and DR site. The bidder should maintain proper sizing of the hardware and software required for the seamless functioning of the proposed solution and meet the SLA requirements for the entire contract period. Growth projections on YOY basis are as follows

Tamil Nadu Grama Bank	Sapthagiri Grameena Bank	Puduvai Bharathiar Grama Bank
50%	50%	50%

7. **Performance-** Unified Payment Interface (UPI) solution should be capable of processing 50 TPS. The exposed interfaces/APIs should be capable of handling high volume of transactions without any impact on the performance of the system.
8. **Interface & APIs-** 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 etc.,. 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. The proposed solution should be integrated with the Bank's middleware via standard interfaces like http API, REST API, MQ, socket, Web services with message structures in iso8583/xml/json/plain text/ any other customized message structure as required by the bank.
9. **Bulk Handling-** Solution should be capable of processing Bulk transactions through file upload for UPI handle creation/ Payment address creation, Push Transactions, Pull transactions etc. Solution should provide APIs for integrating bank systems and enabling bank systems to push bulk transactions, customer creation and other related activities specified as part of the SOW.
10. **Future Requirements-** Any future operations/transactions/facilities/features brought in by NPCI within one year from the date of sign off should be implemented in the proposed UPI solution within the prescribed timelines without any additional cost to the bank. The successful bidder has to undertake any change requests within one year of implementation and complete within the agreed time without any additional cost to the bank.
11. **Change Requests-** The selected bidder will be carrying out the requirements/customizations post one year of implementation as change requests. The cost of each CR will be negotiated by the negotiation committee individually for each bank. The bidder has to provide the functional specification document along with the efforts involved in terms of man days. Any requirements/customizations/integrations requested within one year of implementation will be completed without any additional cost to the bank.
12. **Delivery & Timelines-** The successful bidder should get the solution integrated and implemented in the bank and certified by NPCI within one month of implementation. In case, there is delay in slot from NPCI or Bank's side, time lines will be extended

accordingly. The data flow diagram, architectural diagram, Structure and Meta, User Manual and Implementation architecture should be provided by the bidder before sign-off of the complete solution. In similar lines, Change Requests should be implemented within one month from the date of providing such requests, including certifications, if any from NPCI.

13. **DR Drill-** The bidder should conduct DR drill of the proposed solution along with the DR Drills of the Bank or as and when required by the bank without any additional cost to the bank. The maximum schedule of the DR drill will be quarterly. The DR drill plan, backup plan and the proposed timings should be shared and approved by the bank a week in advance. Any precautions to be taken by the bank should be provided atleast 4 days prior to the DR Drill. The DR drill report has to be furnished post completion for submission to our Auditors. The Recovery Point Objective (RPO) should be zero (planned DR drills) and Recovery Time Objective should be less than 1 hour. The bidder should provide necessary support during Bank's DR drill activity.
14. **Encryption/Security/Logging-** The proposed solution should support TLS 1.2 and above. The server-to-server communication should be on secured port. The solution should be capable of Supporting Encryption Algorithms such as triple DES and should provide for 256 bit AES encryption for data at rest at DC and DR and for data-in-flight during replication and should not have any future cost implications. The bank defined sensitive data should be kept in encrypted form in database. The solution should also include various audit trail report for transaction made using the proposed UPI solution as and when requested by the Bank's internal / external auditor. Audit logs should be maintained at the application and database layer. All transaction logs have to be logged in a flat file as well as database. The logs should be maintained in encrypted state and a proper format should be followed to enable easy parsing. The log setting should be configured only through front end. No transaction should be performed without logging. All configuration changes should be logged with all the required details. The encrypted logs should be visible only through the frontend or a tool specifically provided to view the logs. The interfaces exposed should have proper security mechanisms to prevent unauthorized connections. All the interface calls should be logged in flat file as well as database. The interfaces should be capable of supporting encryption/signing of the transferred data. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The audit logs should be capable of being used for forensic Evidence.
15. **Version Control-** The proposed solution should have a proper version control in place and a separate version have to be maintained by the bidder for all the 3 RRBs. Any changes in the version should be notified in prior to the bank and due approvals needs to be obtained.
16. **Uptime-** The bidder should maintain an uptime of 99.95% for the proposed solution both at DC and DRS during the contract period.
17. **Regulatory Compliance-**The Bidder should comply with all guidelines specified by NPCI/Guidelines of RBI/any other Govt. Agencies for the proposed solution and also with the subsequent amendments, if any. In case of any change in the guidelines (by any of the above-mentioned authorities), the bidder would have to comply with the same without any extra cost to the bank. The successful Bidder upon selection should provide an undertaking to comply with all the present and future provisions of the Information Security Policy/ NPCI Guidelines/ Guidelines of RBI, Respective Govt. Agencies and the Bank and comply such regulatory requirements at no additional

cost to bank during the warranty /contract and ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank.

18. **Audit Requirements-** All the audit logs to be enabled, encryption and security features prescribed by RBI and other regulatory Bodies should be implemented. The logs and security postures may be audited either by regulator, By sponsor Bank, by RRBs or by any Third party auditors. However, not more than two such audits is envisaged in a year. VAPT Audits may have to be performed periodically by the Bank. Any vulnerabilities found out may be required to be implemented within a week of notification. This is in addition to the upkeep of security postures by the Bidders. The bidder should also get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empanelled agency). In addition, for every patch released / Customizations done the bidder should get the code reviewed by an external agency (CERT-In empanelled agency) during contract period. The code review document is to be provided to the Bank, before sign-off. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implement/comply all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost to the bank.
19. **MIS/Monitoring-** The proposed solution should provide complete reports pertaining to UPI including the risk management reports and other analysis reports in data as well as graph representation. All data should be real time, and data till current time should be available. The type of reports and their format will be provided by the bank during implementation. The bidder has to provide the reconciliation reports in addition to the above reports. All the provided reports should be available for any given date range. The frontend provided should have a facility for role based user access for the reports. Bidder should provide a centralized dashboard for monitoring, management and configuration/modification of complete UPI Solution. In the dashboard page, user should be able to search the transaction through txnid, RRN, account number, mobile number, reference no, channel ID as well as through any other fields which may be requested by the bank in future. The offered dashboard should show the current status of the system in display as below and any other reports requested by the bank in future.
- Number of transactions processed from start to current
 - Transactions per second TPS
 - Number of success transaction
 - Number of status unknown transaction
 - Number of failed transactions with response code
 - Total running time in hours, minutes and seconds
 - Status of original and Verification requests for a given transaction
 - Business decline transactions for the day/month/year
 - Technical decline transactions for the day/month/year
 - Daily/Monthly Downtime in terms of percentage with reason
20. **Network Connectivity-** Bank will establish network connectivity between Bank's DC to vendor's DC and Bank's DR to vendor's DR site with MPLS connectivity preferably SIFY/ BSNL/ AIRTEL etc. In case of P2P provision, the bank will be provisioning the link till the Mux terminals (Meet me room) in DC/DR sites of the bidder and it is bidder's

responsibility to provision the connectivity further till the server/switch/termination device. NPCI connectivity through NPCI NET has to be provided by the bidder with redundant connectivity.

21. **Migration (OPEX-CAPEX)**- Whenever Bank wants to migrate from OPEX (Hosted Model) to CAPEX (within Bank's Premises) the vendor has to provide the necessary support for the same. The commercials will be renegotiated based on the revised sow applicable in the CAPEX model.
22. **Migration (Other Service providers)**- In case of Bank exercising the exit/termination clause or on the expiry of contract, the bidder should provide necessary support to migrate the existing data to the new service provider system. The data should be provided in the format as requested by the bank including all the sensitive data like pin, certificates etc. There will not be any additional cost provided by the bank for the migration activity. The existing contract will be continued/extended till the migration is complete and the bidder has to provide all the support as specified by the SOW and the contract. The bidder has to confirm and remove the entire data post sign off from the bank for migration.
23. **Solution Integration with SIEM** – It would be bidder's responsibility to integrate proposed solution with 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/future SIEM solution. Bidder would be provided adequate support by bank's SIEM system integrator for the purpose of integration. The integration or any changes related to integration with SIEM should be done by the bidder at free of cost.
24. **Reconciliation**- The proposed solution to provide a reconciliation module for carrying out reconciliation between Bank CBS/other delivery channels, 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. 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. The above module will be accessible by both the bank personnel and the service provider. The reconciliation has to be carried out by the bidder. The SLA as stipulated by NPCI for reconciliation time to time should be complied by the bidder. The bidder will provide the Reconciliation Solution on per transaction basis wherein the required reconciliation software, hardware, database license, OS license or any other licenses required for the application and the manpower for reconciliation services is to be provided by the bidder and to be sized adequately to meet the current and projected requirement and will be maintained at the bidder's premises. The reconciliation should be carried out for all transactions coming through all delivery channels.

25. **Production Support-** The bidder should maintain a dedicated production support team headed by a project manager for each bank. The production support team should be reachable 24/7/365 via email and call.
26. **Escrow Arrangement-** Source code for customization done for Bank in UPI Switch Solution and for other related services shall be provided by the bidder to the Bank for unlimited and unfettered use by the Bank. The bidder 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. 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 bidder. The bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions. The Bank and the bidder shall appoint an escrow agent approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied by the bidder to the Bank in order to protect the Bank's interests in an eventual situation. The Bank and the bidder 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 bidder shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization. All costs for the Escrow will be borne by the bidder and bank equally. The escrow code along with all documentation shall be periodically updated every one year by the SI. Bidder shall submit a self-certificate confirming the same after every update. This line item will be applicable during migration from opex to capex.
27. **Alerts/Notifications-** Notification for System Exception, Connectivity Down, Services Down. Configurable Notification for Business Violation and transaction failure. SMS/Email alerts should be provided for customized notifications as per the requirements of the bank.
28. **Planned maintenance:** Vendor should inform the Bank for any planned maintenance well in advance preferably three days before.
29. **Training:** Necessary training to Bank personnel need to be provided without incurring any additional cost.

ANNEXURE – II
DETAILED SCOPE OF WORK – MOBILE BANKING & INTERNET BANKING

This RFP seeks to supply of Mobile banking & Internet Banking application hosted at vendor's premises for all 3 RRBs (Sponsored by Indian Bank) individually.

1. The Bank intends to select a bidder to supply, integrate, operationalize and maintain a suitable Mobile and Internet Banking application hosted at the bidder's certified Data Centre & Disaster Recovery Centre in India. The proposed Mobile and Internet Banking Solution should be implemented interfacing with Bank's Core Banking Solution. The proposed solution should have functionality for handling retail as well as corporate customers of Bank across all channels. The proposed solution should also support interfacing with ATM switch, internet banking, UPI switch and other channels of the Bank for seamless integration, parameterization, customization etc. The bidder should provide ATS/ Warranty support of the Mobile and Internet Banking solution deployed. The successful bidder should provide comprehensive ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The period of ATS shall start from the date of go-live of the Mobile and Internet Banking Solution in Bank's production environment.
2. The solution should include, but not limited to, the listed services as given in the table under Annexure – III. The bidder should provide a back office/admin module to manage the proposed Mobile and Internet Banking solution by the bank. The back office should include, but not limited to the listed services as given in the table under Annexure – III.
3. The successful bidder is expected to customize the screens, design and layout of the solution depending on the requirements of the bank, at no additional cost to the bank. The successful bidder would be expected to implement, manage, maintain, and monitor the solution for the period of the contract.
4. The proposed Mobile and Internet Banking solution should interface with Bank's Core Banking application and interface with IMPS switch, UPI switch and interface with BHIM, BBPS or any other service offered by NPCI. The features available in the interface should be implemented in the proposed Mobile and Internet Banking solution as per the requirements of the bank.
5. On behalf of each bank the bidder should coordinate to host the Mobile Application at Google Play store and iTunes play store and the ownership of account should be in the respective bank's name.
6. **Compatibility-** The solution should be compatible with all the Mobile Platforms meeting the industry standard but not limited to J2ME, Android, Windows, IOS etc. The bidder should ensure the compatibility of solution provided for all the impending updates / upgrades of various Mobile Platforms without any additional cost to Bank. Bidder should also ensure the availability of solution for any new Mobile Platform within 1 month from the date of its launch without any additional cost to Bank. The proposed solution should be compatible with all Smartphones & Tablets meeting the industry standards. For any new platform/model/OS/upgrade, the selected bidder will provide complete functional and technical solution/ features/ application within thirty days of launch in India without any extra cost. The proposed solution should support all kind of

communication modes like GSM, WAP/SMS/Browser, CDMA, 3G, 4G, 5G and any other communication mode available time to time.

7. **Infrastructure-** The solution should be implemented at Bidder's Data Centre and Disaster Recovery Centre and should have a separate test set up. Mobile and Internet Banking solution proposed should be capable of working under cluster with high availability network load balancing. Mobile and Internet Banking solution should also facilitate online DC-DR replication and retrieval capability in a seamless manner. The supplied Mobile app should be hosted dedicatedly for each of the 3 RRBs at the bidder's DC and DR sites. The proposed solution should be hosted in High availability (HA) mode both at their DC and DR site. The bidder should maintain proper sizing of the hardware and software required for the seamless functioning of the proposed solution and meet the SLA requirements for the entire contract period. Growth projections on YOY basis are as follows

Tamil Nadu Grama Bank	Sapthagiri Grameena Bank	Puduvai Bharathiar Grama Bank
8%	8%	8%

8. **License-** 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 and should not have any restrictions on the number of features/ channels / clients / interfaces/ branches/ users/ transactions / any other parameters not covered. Any new channels/ interfaces/ branches should be supported by the solution within the contract period without any additional cost to the bank.
9. **Future Requirements-** The successful bidder has to undertake any change requests within one year of implementation and complete within the agreed time without any additional cost to the bank.
10. **Change Requests –** The selected bidder will be carrying out the requirements/customizations without any additional cost to the bank as part of the Annual Technical Support (ATS).
11. **Delivery & Timelines-** The successful bidder should get the solution integrated and implemented within one month of implementation. In case, there is delay on Bank's side, time lines will be extended accordingly. The data flow diagram, architectural diagram, Structure and Meta, User Manual and Implementation architecture should be provided by the bidder before sign-off of the complete solution.
12. **Network Connectivity-** Bank will establish network connectivity between Bank's DC to vendor's DC and Bank's DR to vendor's DR site with MPLS connectivity preferably SIFY/ BSNL/ AIRTEL etc. In case of P2P provision, the bank will be provisioning the link till the Mux terminals (Meet me room) in DC/DR sites of the bidder and it is bidder's responsibility to provision the connectivity further till the server/switch/termination device.
13. **Encryption/Security/Logging-** The proposed solution should support TLS 1.2 and above. The server-to-server communication should be on secured port. The solution should be capable of Supporting Encryption Algorithms such as triple DES and should provide for 256 bit AES encryption for data at rest at DC and DR and for data-in-flight during replication and should not have any future cost implications. The bank defined sensitive data should be kept in encrypted form in database. The solution should also include various audit trail report for transaction made using the proposed Mobile and Internet Banking solution as and when requested by the Bank's internal / external auditor. Audit logs should be maintained at the application and database

- layer. All transaction logs have to be logged in a flat file as well as database. The logs should be maintained in encrypted state and a proper format should be followed to enable easy parsing. The log setting should be configured only through front end. No transaction should be performed without logging. All configuration changes should be logged with all the required details. The encrypted logs should be visible only through the frontend or a tool specifically provided to view the logs. The interfaces exposed should have proper security mechanisms to prevent unauthorized connections. All the interface calls should be logged in flat file as well as database. The interfaces should be capable of supporting encryption/signing of the transferred data. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The audit logs should be capable of being used for forensic Evidence.
14. **Version Control-** The proposed solution should have a proper version control in place and a separate version have to be maintained by the bidder for all the 3 RRBs. Any changes in the version should be notified in prior to the bank and due approvals needs to be obtained.
 15. **Uptime-** The bidder should maintain an uptime of 99.90% for the proposed solution both at DC and DRS during the contract period.
 16. **Audit Requirements-** The bidder should get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empanelled agency). In addition, the bidder should also get the code reviewed by an external agency (CERT-In empanelled agency) after doing any customization or patch migration during contract period. The code review document is to be provided to the Bank, before sign-off. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implement/comply all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost to the bank.
 17. **Regulatory Requirements-** The solution offered should comply with all the Operative Guidelines for Mobile and Internet Banking Transactions in India issued by RBI. The solution should also comply with any further guidelines and mandates issued by RBI for Mobile and Internet Banking Transactions. The software and the DC/DR site should be conforming to any new rules of Indian Law or new rules from RBI/NABARD/IBA/MFI/NPCI/Bank for providing the Mobile and Internet Banking services to The Bank always. 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. He proposed solution should be compliant with the RBI Working group document on "Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds" dated Jan 2011, such as for confidentiality and security and Cyber Security guideline June' 2016 and subsequent guidelines.
 18. **Migration (Other Service providers) –** In case of Bank exercising the exit/termination clause or on the expiry of contract, the bidder should provide necessary support to migrate the existing data to the new service provider system. The data should be provided in the format as requested by the bank including all the sensitive data like pin, certificates etc. There will not be any additional cost provided by the bank for the migration activity. The existing contract will be continued/extended till the

- migration is complete and the bidder has to provide all the support as specified by the SOW and the contract.
19. **Solution Integration with SIEM** – It would be bidder's responsibility to integrate proposed solution with 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/future SIEM solution. Bidder would be provided adequate support by bank's SIEM system integrator for the purpose of integration. The integration or any changes related to integration with SIEM should be done by the bidder at free of cost.
 20. **DR Drill**- The bidder should conduct DR drill of the proposed solution as and when required by the bank without any additional cost to the bank. The minimum schedule of the DR drill will be quarterly. The DR drill plan, backup plan and the proposed timings should be shared and approved by the bank in advance. The DR drill report has to be furnished post completion. The Recovery Point Objective (RPO) should be zero (planned DR drills) and Recovery Time Objective should be less than 1 hour. The bidder should provide necessary support during bank's DR drill.
 21. **Production Support**- The bidder should maintain a dedicated production support team headed by a project manager for each bank. The production support team should be reachable 24/7/365 via email and call.
 22. **Escrow Arrangement**- Source code for customization done for Bank in UPI Switch Solution and for other related services shall be provided by the bidder to the Bank for unlimited and unfettered use by the Bank. The bidder 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. 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 bidder. The bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions. The Bank and the bidder shall appoint an escrow agent approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied by the bidder to the Bank in order to protect the Bank's interests in an eventual situation. The Bank and the bidder 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 bidder shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization. All costs for the Escrow will be borne by the bidder and bank equally. The escrow code along with all documentation shall be periodically updated every one year by the SI. Bidder shall submit a self-certificate confirming the same after every update. This line item will be applicable during migration from opex to capex.
 23. **Alerts/Notifications**- Notification for System Exception – Connectivity Down, Services Down. Configurable Notification for Business Violation and transaction failure. SMS/Email alerts should be provided for customized notifications as per the requirements of the bank.
 24. **Planned maintenance**: Vendor should inform the Bank for any planned maintenance well in advance preferably three days before.
 25. **Training**: Necessary training to Bank personnel need to be provided without incurring any additional cost.

ANNEXURE – III
MOBILE BANKING & INTERNET BANKING – INDICATIVE FEATURE LIST

S.No	Particulars
	General Banking Services
1	Activate/ Deactivate, Deregister - Mobile Banking/Internet Banking
2	Change/Select Language
3	Customer Accounts 360 degree view
4	Account Summary : View details of Savings A/C, Current A/c, Deposit A/c, Loan A/c, OD/OCC A/C- View Account No.,Type, Credit Balance, Debit Balance, Book Balance. On click of Account No. : Display Account Type, Account No., Account Name, Primary CIF, Branch Code, Branch Name, Current Balance, Uncleared amount, Amount on hold, Total Available Balance, Interest Credited till date.
5	View transaction history: Post Date, Value Date, Description, Debit, Credit, Balance, Option to show more/less
6	Statement of Accounts (m-Passbook) – Current & Previous Months (including history transactions). For Net Banking (e-statements) – Format Type (XML, PDF, DOC, XLS, TXT, FILE, MT940), Download type (Instant Download 1 month txns or Max. 300 txns, Scheduled Download – upto 12 months txns) configurable by Bank.
7	TDS Inquiry & Certificate, Provisional (Home), Education, Loan Int Cert, Deposit Interest Cert, Balance Certificate, Form 15G & 15H & Form 16A, Form 26AS, AIS, Pension Slip
8	Account transfer to another branch (Home branch change)
9	Balance Summary- Consolidated Summary of All Accounts
10	Cheque Services- Request for cheque book, Cancellation, Cheque book status & Stop Cheque, revoke Stop Cheque
11	View Deposit Interest rate
12	Master Update – PAN, e-Mail, Nominations, Mobile Number
13	Address update (Permanent/Correspondence)
14	Fund Transfer – Own accounts, Third party transfer (Intra Bank & Inter Bank using IMPS, NEFT, RTGS), EasiPay
15	Beneficiary Management- Add/ Modify/ Delete/Enquiry-Personalise Limit
16	Standing Instructions Management
17	View Past Transfers
18	Option to add a personal note for a transaction
19	Pay to Contact (Mobile Number based transfers)
20	Online all type of Deposits(e-TDR)- Opening, Closure, Part Closure, Pre-Closure
21	Cheque Positive Pay
22	Display Deposit calculator/ Loan EMI calculator
23	e-mandate (Enach) registration/modify/cancel

S.No	Particulars
24	Self-Service Customer Onboarding to Mobile/Internet Banking channels through Debit Card/ Other authentication mechanisms
Profile Management/Settings	
1	View Profile, update Profile photo
2	Change Login Password (as per Bank's Policy)
3	Change Transaction Password
4	Change User ID (only one time)
5	Aadhaar Seeding / De-seeding
6	Transaction Lock/Unlock
7	Forgot Transaction Password
8	Set/Reset Secret Question
9	Login History
UPI Services	
1	UPI Send Money
2	UPI Collect Money
3	UPI Pending Collect request
4	UPI Mandate
5	Manage UPI ID
6	Frequently transactions/Repeat Transactions
7	UPI transaction history
8	UPI ID Block/Unblock
9	Recurring Mandate – Auto Pay
10	UPI UDIR (Online dispute Resolution)
11	Blocking and unblocking of UPI services
12	GSTIN Transactions
13	Pay to Contact through UPI
14	UPI checklist of PSP- deregistration of UPI accounts
15	UPI - Generate QR code
16	UPI - Scan & Pay and also pay by QR from Phone gallery
Debit Cards	
1	Display all Cards as Card image to select
2	Manage Card- Enable/Disable Card, Hotlist Card
3	Set Debit Card PIN-Green PIN
4	Card replacement/ reissue/ upgrade, Add-on card
5	EMI conversion, Standing Instruction on Cards
6	Set Card limit / Set channel wise limits
7	Channel Payment Settings – ATM Withdrawals / POS/eCOM, NPS, Cash @ POS
8	Card Management -Enable/Disable International access
9	Raise fraud dispute

S.No	Particulars
Back Office Admin Module	
1	Enable/Disable Menu
2	Label Changes
3	Adding and removing icons
4	Mobile banking reports
5	Device/SIM binding reports
6	Error code, error message configuration
7	Customer Enrolment – Addition/ Updation/Deactivation/Activation
8	System Parameter Configuration – Configure Time Validity, Session Validity, Secret Key Generation for merchant onboarding
9	Account Type configuration/Product Type Configuration/ Limit Maintenance
10	RTGS/NEFT-Holiday Configuration, IFSC Upload, RTGS/NEFT Status enquiry
11	View Log-Transaction Log/Session Log/Error log/Audit Log
12	Password Policy Configuration – Login/Transaction passwords (Password Length, Format, Validity, etc.,)
13	OTP Configuration – Configure OTP parameters (size, no. of unsuccessful attempts, timeout, etc.,)
14	Vernacular Language Enablement

Annexure – IV
OFFER COVERING LETTER

The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

Dear Sir,

Sub: Your RFP No. TMD/3/22-23 dated 30/09/2022 for UPI SWITCH AND MOBILE BANKING & INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBS.

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

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We have attached the following documents constituting the Bid.

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – V
TECHNICAL BID

The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

Dear Sir,

Sub: Your RFP No. TMD/3/22-23 dated 30/09/2022 for UPI SWITCH, MOBILE BANKING AND INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBS

Having examined the Bidding Documents including Addenda Nos.....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide UPI Switch Solution and Mobile Banking solution to 3 RRBS sponsored by Indian Bank and submit our technical Bid as follows:

1. Name of the company
2. Constitution and year of establishment
3. Registered office/ Corporate Office/ Mailing Address
4. GSTIN and PAN of the company
5. Name & addresses of Partners if applicable
6. Contact Person(s) with designation, e-mail & phone no.
7. Name and designation of the person authorized to submit and sign the bids on behalf of the Bidder
8. Describe Project Management methodology for the implementation of UPI Switch solution and mobile banking solution in RRBS.
9. List of Deliverables as per the "Scope of Work" for UPI switch and Mobile Banking solution.
10. Role and responsibility of RRBS and the vendor; explain other requirements from Banks, if any.
11. Any other related information, not mentioned above, which the firm wish to furnish.

Eligibility Criteria of the bidder:

S.No.	Eligibility Criteria	Supporting Documents submitted	Complied (yes/no)
1.	The bidder should be registered with Registrar of companies/firms in India for at least 5 years. The bidder should not be a consortium.		
2.	Bidder must be an ISO 27001: 2013 or higher certified company.		
3.	<p>The proposed UPI switch solution must have been implemented in Opex model at least in 3 banks (Public sector bank/ Private bank/ UCBs/ SFBs/Payment bank/ RRBs) registered in India. Among 3, at least one should be implemented in Public sector bank/ Private bank/ SFBs / RRB.</p> <p>c. Proposed solution should have been certified by NPCI.</p> <p>d. Proposed solution should be currently running successfully at least for the past 2 years.</p> <p>e. Proposed solution should be handling 1 lakhs or more transactions per day and scalable vertically/horizontally.</p> <p>The average monthly Technical Decline rate during previous six months should be less than 7%.</p>		
4.	<p>The proposed mobile & Internet banking solution must have been implemented in atleast 3 banks (Public sector bank/ Private bank/ UCBs/ SFBs /SCBs/ Payment bank/ RRBs) registered in India. Among 3, at least one should be implemented in Public sector bank/ Private bank/ SFBs / RRB.</p> <p>d. Proposed solution should be currently running successfully at least for the past 2 years.</p> <p>e. Proposed solution should be handling 0.2 lakhs or more transactions per day and scalable horizontally/vertically</p> <p>The average downtime of the solution during previous six months should be less than 1% downtime.</p>		
5.	The bidder should have support centre in Chennai or should provide onsite support from the bank premises.		

6.	The bidder should be the Original Equipment Manufacturer (OEM) of the UPI switch application, mobile banking and Internet banking solution, with presence in India.		
7.	The bidder should have a minimum average turnover of INR 5 crores (Rupees Five crores) during the past 3 financial years i.e. 2021-22, 2020-21, 2019-20, from their Indian operations and turnover of atleast INR 10 crores (Rupees Ten crores) in the financial years 2021-22 from their Indian operations. The bidder should have positive net worth during the last three financial years.		
8.	The bidder should not be involved in any litigation which threatens solvency of company.		
9.	The proposed solution should be hosted in Tier-III or above certified datacenters.	Required proof to be submitted.	

Note:

- Only the OEM can bid for the RFP. Bids from the authorized representative will not be accepted.
- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means during site visit.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document. We submit that we abide by the details given above. We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain guarantee of a bank in a sum equivalent to 3 % of contract value valid for a period of 3 Years and 6 months (with further three months claim period), in the form of a Bank Guarantee, in the form prescribed by the Bank individually for UPI switch and mobile banking solution.

We agree to abide by this for the bid validity period specified and it should remain binding upon us and will be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India. We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the qualification criteria of the bidding documents.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – VI
INDICATIVE COMMERCIAL BID – UPI SWITCH

Name of Bidder:

Address of Corporate Office:

Description of charges	Rate/ Transaction (a)	Multiplication factor (36 * No. Of transactions per month) (b)	Cost for 3 years (c= a*b)
Financial Transaction			
0-2,00,000	a1	36*2,00,000 (b1)	a1*b1(C1)
2,00,001 to 6,00,000	a2	36*4,00,000 (b2)	a2*b2(C2)
6,00,001 to 11,00,000	a3	36*5,00,000 (b3)	a3*b3(C3)
11,00,001 to 20,00,000	a4	36*9,00,000 (b4)	a4*b4(C4)
20,00,001 to 30,00,000	a5	36*10,00,000 (b5)	a5*b5(C5)
Non-Financial Transaction			
0-1,00,000	a6	36*1,00,000 (b6)	a6*b6(c6)
1,00,001 to 3,00,000	a7	36*2,00,000 (b7)	a7*b7(c7)
3,00,001 to 6,00,000	a8	36*3,00,000 (b8)	a8*b8(c8)
Implementation charges for 3 Banks	-----	-----	c9
Total (C1+C2+ C3+C4+ C5+C6+C7+C8+C9)			
Total Cost (in words)			

Maximum ceiling for a month (cost)	30,00,000*average(a1,a2,a3,a4,a5,a7,a8,a9)
---	---

Notes:

1. One time charges represents all costs chargeable at the time of initiation of the project and will not get repeated throughout the project.
2. The transaction cost is inclusive of charges for reconciliation.
3. All the rates quoted should be rounded off to two decimal places. The total cost should be rounded off to the nearest rupee.
4. The financial and non-financial charges are only payable as recurring charges.
5. The rates quoted in commercial bid should be inclusive of all taxes excluding GST.
6. Any column left blank by the bidder will result in disqualification of the bid.
7. The multiplication factor as mentioned in above table is only indicative and for the purpose of deriving the Total contract value wherever needed. The actual quantity of any item ordered may vary according to the requirement of the Bank and the payment will be made on the actuals only.

8. Successful Pay request and collect request will be treated as financial transaction. Any associated transactions with a financial transaction as defined supported by the UPI specification will be considered as a single financial transaction.
9. Successful debit or credit transactions will be considered as single financial transaction and associated transaction if any will not be considered in Mobile /Internet banking.
10. Any other transactions more than above mentioned ceiling will be charged at the minimum rate in the same category.

We certify that the prices quoted above meet all the specifications as per Scope of Work and terms and conditions of the RFP No.TMD/3/22-23 dated 30/09/2022 and prices quoted are all-inclusive as mentioned in clause 22 of the RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. TMD/3/22-23 dated 30/09/2022.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – VII
INDICATIVE COMMERCIAL BID – MOBILE & INTERNET BANKING SOLUTION

Name of Bidder:

Address of Corporate Office:

S.No	Bank Name		Unit Cost (a)	Multiplication factor * 3 (b)	Cost for 3 years /Bank (c= a*b)
1	Tamil Nadu Grama Bank	One Time Cost		-----	
		ATS Cost / year		3	
2	Saptagiri Grameena Bank	One Time Cost		-----	
		ATS Cost / year		3	
3	Puduvai Bharathiar Grama Bank	One Time Cost		-----	
		ATS Cost / year		3	
Total Cost (1c+2c+3c)					
Total Cost (in words):					

Notes:

1. The One Time Cost is termed as License Cost for usage of the application under OPEX model.
2. The recurring cost is termed as ATS cost and represents all such cost which are repeatedly payable every year.
3. The rates quoted in commercial bid should be inclusive of all taxes excluding GST.
4. Any column left blank by the bidder will result in disqualification of the bid.
5. L1 bidder has to submit the price breakup as per the above format with respect to final bid price offered in the reverse auction.
6. The multiplication factor as mentioned in above table is only indicative and for the purpose of deriving the Total contract value wherever needed. The actual quantity of any item ordered may vary according to the requirement of the Bank and the payment will be made on the actuals only.
7. The Price variation factor if any between the maximum and minimum should not exceed 30%.

We certify that the services quoted above meet all the specifications as per Scope of Work and terms and conditions of the RFP No.TMD/3/22-23 dated 30/09/2022 and prices quoted are all-inclusive as mentioned in clause 22 of the RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP No.TMD/3/22-23 dated 30/09/2022.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – VIII
PROFORMA OF BANK GUARANTEE (PERFORMANCE) – UPI SWITCH

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____
Two Thousand Twenty Two BY: _____ Bank, (*) a **body corporate constituted under** _____ having its Registered Office/Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

_____ (Bank Name), a **body corporate constituted under Regional Rural Bank Act, 1976** having its Head Office at _____ (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for offering said **UPI SWITCH** hereinafter collectively called "UPI SWITCH SERVICES"

AND WHEREAS pursuant to the Bid Documents, Work order, and the other related documents (hereinafter collectively referred to as "the said documents/ contract"), the Bank has agreed to get the "UPI SWITCH SERVICES" from M/s. _____ who has agreed to provide to the Bank the said "UPI SWITCH SERVICES", more particularly described in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

AND WHEREAS pursuant to the above arrangement, the Bank, has concluded the said Contract, with M/s..... (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns).

AND WHEREAS in terms of the Contract / said documents, the vendor has agreed to extend "UPI SWITCH SERVICES" and to provide an unconditional and irrevocable performance bank guarantee for such services, in favour of the Bank, from a Scheduled Commercial Bank other than TAMIL NADU GRAMA BANK, SAPTAGIRI GRAMEENA BANK AND PUDUVAI BHARATHIAR GRAMA BANK acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the service and other terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 3 % of

the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at _____ forthwith, an amount of Rs(the amount equal to 3 % of the contract value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered or likely to be suffered by the Bank on account of default of the Vendor in providing the "UPI SWITCH SERVICES" as per the terms of the contract / said documents and the performance of the terms, conditions, covenants, stipulations, provisions of the Contract without any demur, reservation, contest, recourse or protest or without any reference to the Vendor and any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
- 2.The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
- 3.The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract in providing "UPI SWITCH SERVICES", and if there is a failure, the amount that has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or acquisition or nationalization of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or any change in the constitution of the Bank / **Vendor**; or any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained herein:
7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Salem city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor, _____, by the hand of Shri. _____, its authorized official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of three months from the date of expiry of the guarantee. Hence the date should be three months from the date of expiry of guarantee.

ANNEXURE – IX
PROFORMA OF BANK GUARANTEE (PERFORMANCE) – MOBILE BANKING & INTERNET BANKING SOLUTION

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty Two BY: _____ Bank, (*)a **body corporate constituted under** _____ having its Registered Office/Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

_____ (Bank Name), a **body corporate constituted under Regional Rural Bank Act, 1976** having its Head Office at _____ (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for offering said **Mobile Banking & Internet Banking Solution under OPEX model** hereinafter collectively called "Solution"

AND WHEREAS pursuant to the Bid Documents, Work order, and the other related documents (hereinafter collectively referred to as "the said documents/ contract"), the Bank has agreed to get the "Solution" from M/s. _____ who has agreed to provide to the Bank the said "Solution", more particularly described in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

AND WHEREAS pursuant to the above arrangement, the Bank, has concluded the said Contract, with M/s..... (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns).

AND WHEREAS in terms of the Contract / said documents, the vendor has agreed to extend "Solution" and to provide an unconditional and irrevocable performance bank guarantee for such services, in favour of the Bank, from a Scheduled Commercial Bank other than TAMIL NADU GRAMA BANK, SAPTAGIRI GRAMEENA BANK AND PUDUVAI BHARATHIAR GRAMA BANK , INDIAN BANK acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the service and other terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 3 % of the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at _____ forthwith, an amount of Rs(the amount equal to 3 % of the contract value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered or likely to be suffered by the Bank on account of default of the Vendor in providing the "Solution" as per the terms of the contract / said documents and the performance of the terms, conditions, covenants, stipulations, provisions of the Contract without any demur, reservation, contest, recourse or protest or without any reference to the Vendor and any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

2.The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

3.The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract in providing "Solution", and if there is a failure, the amount that has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

5. The liability of the Guarantor, under this Guarantee shall not be affected by any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or acquisition or nationalization of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or any change in the constitution of the Bank / **Vendor**; or any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained herein:

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Salem

city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor, _____, by the hand of Shri. _____, its authorized official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of three months from the date of expiry of the guarantee. Hence the date should be three months from the date of expiry of guarantee.

ANNEXURE – X
ESCALATION MATRIX

(To be submitted individually for Mobile Banking, Internet Banking solution and UPI switch)

Support Issues:

SI No	Name	Level/Designation	Response time	Office address	Contact details (email & phone)
1		First Level Contact	1 hour		
2		Second Level Contact	2 hours		
3		Support Head	4 hours		
4		Company Head/MD/CEO	Beyond 4 hours		

Business Issues:

SI No	Name	Level/Designation	Response time	Office address	Contact details (email & phone)
1		First Level Contact	24 hours		
2		Second Level Contact	48 hours		
3		Business Head	72 hours		
4		Company Head/MD/CEO	Beyond 72 hours		

Bank can contact the next level in the escalation matrix if the response is not received or no solution is provided for the issue within the time frame mentioned.

We will inform the Bank immediately as and when any changes are affected in the escalation matrix.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – XI
LETTER OF AUTHORIZATION/UNDERTAKING

The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

Dear Sir,

Sub: Your RFP No. TMD/3/22-23 dated 30/09/2022 for UPI SWITCH AND MOBILE BANKING AND INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBS

We hereby confirm that we agree to all the RFP terms and conditions of the RFP No TMD/3/22-23 dated 30/09/2022, its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.

We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.

We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

For _____

Signature: _____

Name: _____

Designation: _____

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – XII
CERTIFICATE FROM CLIENT – UPI SWITCH
(To be provided on letter head of the issuing Bank)

To
The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

We hereby certify that M/s. _____ has supplied/implemented Complete UPI switch solution originally developed by _____ (OEM Name) in our organization since _____ vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

The UPI switch solution is running successfully in our organization and the services of M/s _____ are satisfactory. The solution has been certified by NPCI. The solution is handling approximately _____ transactions per day.

The deemed approved (technical decline) rate of the UPI transactions during last six months (i.e. from February'22 to July'22) is as follows.

Month	Deemed approved (technical decline) rate of the UPI
February,2022	
March,2022	
April,2022	
May,2022	
June,2022	
July,2022	

Authorized Signatory

Name:
Designation:
Place:
Date:
Seal:

ANNEXURE – XIII
CERTIFICATE FROM CLIENT – MOBILE & INTERNET BANKING SOLUTION
(TO BE PROVIDED ON LETTER HEAD OF THE ISSUING BANK)

To
The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

We hereby certify that M/s. _____ has supplied/implemented Complete Mobile banking/Internet banking solution originally developed by _____ (OEM Name) in our organization since _____ vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

The Mobile banking/ Internet banking solution is running successfully in our organization and the services of M/s _____ are satisfactory. The solution is handling approximately _____ transactions per day.

The uptime of the mobile banking solution during last six months (i.e. from February'22 to July'22) is as follows.

Month	Uptime Percentage
February,2022	
March,2022	
April,2022	
May,2022	
June,2022	
July,2022	

Authorized Signatory

Name:
Designation:
Place:
Date:
Seal:

ANNEXURE – XIV
NON-DISCLOSURE AGREEMENT

(To be submitted individually for UPI switch, Mobile Banking & Internet Banking solution)

SUB: RFP for UPI Switch and Mobile Banking & Internet Banking solution

Ref: Your RFP No TMD/3/22-23 dated 30/09/2022

This Agreement made at _____, on this ____ day of _____ 20___. BETWEEN _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as “_____” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

_____, a body corporate constituted under the Regional Rural Bank Act, 1976 and having its Head Office at _____ (hereinafter referred to as “_____” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

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

WHEREAS:

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”).

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

3. Confidential Information:

“Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,

c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

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

b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure:

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

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

4. Publications

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

5. Term

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

Notwithstanding anything to the contrary contained herein the obligations of Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in time except and, until such information enters the public domain.

6. Title and Proprietary Rights

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

7. Return of Confidential Information

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

8. Remedies

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

9. Entire Agreement, Amendment, Assignment

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

10. Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Salem.

11. General

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

12. Indemnity

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

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

For and on behalf of__

Name of Authorized signatory:

Designation:

ANNEXURE – XV
SELF DECLARATION – BLACKLISTING

The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

Dear Sir,

Ref: Your RFP No. TMD/3/22-23 dated 30/09/2022 for UPI SWITCH, MOBILE BANKING AND INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBS

We hereby certify that we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.

Authorized Signatory

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – XVI
UNDERTAKING FOR BEING THE OEM FOR THE OFFERED PRODUCT
(To be submitted individually for UPI switch and Mobile Banking & Internet Banking solution)

The General Manager,
TamilNadu Grama Bank,
No 6, Yercaud Road,
Hasthampatty,
Salem.

Dear Sir,

Ref: Your RFP No. TMD/3/22-23 dated 30/09/2022 for UPI SWITCH, MOBILE BANKING AND INTERNET BANKING SOLUTION FOR INDIAN BANK SPONSORED RRBS

We hereby submit the following:

1. We, M/s..... are the OEM of UPI Switch / Mobile Banking solution, being offered through this RFP.
2. We have the IP rights for the offered Product.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content.

Authorized Signatory

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – XVII
BID SECURITY FORM

Whereas.....(hereinafter called "the Bidder") intends submit its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Tamil Nadu Grama Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

4. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

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

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

.....

(Signature of the Bank)

NOTE : 1. Successful Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

6. Bank Guarantee issued by banks located in India should be on a Non-Judicial Stamp Paper of requisite value.

ANNEXURE – XVIII

Integrity Pact

Between

Tamil Nadu Grama Bank hereinafter referred to as “The Bank”

And

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

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of UPI Switch Solution and Mobile Banking Solution for Indian Bank Sponsored RRBs. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and/ or Contractor(s).

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

Section 1 – Commitments of the Bank

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

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

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

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

7. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or

during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

D. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.

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

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

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

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach

or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Head Office of the Bank, i.e. Salem.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(Office Seal)

Place -----

Date -----

(For & On behalf of Bidder)

(Office Seal)

Place -----

Date -----

ANNEXURE – XIX
SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT FOR UPI SWITCH AND MOBILE BANKING & INTERNET BANKING SOLUTION

This Service Level Agreement for UPI Switch and Mobile Banking Solution ('AGREEMENT') made on this day of.....2022, By and Between **Tamil Nadu Grama Bank**, a body corporate constituted under the Regional Rural Bank Act, 1976 and having its Head Office at **No: 06, Yercaud Road, Hasthampatti, Salem – 636007, Tamil Nadu** (hereinafter referred to as "**Purchaser**") which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the one part and

(**vendor name**) having address at(hereinafter called "**Supplier**") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the other part:

Whereas the purchaser invited bids for certain goods and ancillary services viz., **UPI Switch and Mobile Banking & Internet Banking Solutions vide Bid dated _____ bearing reference No. _____** and has accepted a bid by the supplier for the supply of those goods and services in the sum of (Contract price in words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of contract referred to.
2. The Following Documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - i. the Final Proposal Submitted and Price Schedule submitted by Supplier;
 - ii. the Scope of work;
 - iii. the Technical Specifications;
 - iv. the Conditions of Contract;
 - v. the Purchaser's notification of Award.
3. Inconsideration of the Payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and remedying of defects there in, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief Particulars of the Contract Price and the goods and services which shall be supplied/provided by the supplier are as under.

1. REPRESENTATIONS & WARRANTIES

- a) Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards.
- b) Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies.
- c) Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered)
- d) Service Provider warrants the Bank against any license or IPR violations on its part in use of any technology/software /product for performing services or developing software for the Bank as part of this Agreement.
- e) Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- f) The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

2. INDEMNITY

- a) Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any deficiency in Services.
- b) The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.
- c) The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of Software.

3. CONTINGENCY PLANS

- a) The Service provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank.

- b) The Service Provider at Banks discretion shall co-operate with the bank in case on any contingency.

4. TRANSITION REQUIREMENT

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **Rs._____** on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

5. LIQUIDATED DAMAGES

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project cost for delay of each week or part thereof maximum up to 10% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

6. Inspection and Audit

All the audit logs to be enabled, encryption and security features prescribed by RBI and other regulatory Bodies should be implemented. The logs and security postures may be audited either by regulator, by sponsor Bank, by RRBs or by any Third party auditors. However, not more than two such audits is envisaged in a year. VAPT Audits may have to be performed periodically by the Bank. Any vulnerabilities found out may be required to be implemented within a week of notification. This is in addition to the upkeep of security postures by the Bidders. The bidder should also get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empanelled agency). In addition, for every patch released / Customizations done the bidder should get the code reviewed by an external agency (CERT-In empanelled agency) during contract period. The code review document is to be provided to the Bank, before sign-off. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implement/comply all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost to the bank.

7. Termination Clause

Termination for default

The Banks, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the vendor/supplier, may terminate this Contract in whole or in part:

- a) if the Vendor/supplier fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Banks;
(OR)
- b) If the vendor/supplier fails to perform any other obligation(s) under the Contract.
(OR)
- c) If the Vendor/supplier, in the judgment of the Banks has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 'For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Banks, 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 Banks of the benefits of free and open competition. In the event the Banks terminates the Contract in whole or in part, the Banks may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the bidder shall be liable to the Banks for any excess costs for such similar Goods or Services. However, the bidder shall continue performance of the Contract to the extent not terminated.

Termination for Convenience

The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 90 days' notice to the bidder, including 15 days during period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following:

- Excessive delay in execution of order placed by the Bank
- Discrepancies / deviations in the agreed processes and/or products
- Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- Violation of terms & conditions stipulated in this RFP.
- Exceeding any of the threshold limit of Delay as per the penalty clause.

The bidder should provide the backup of the data to migrate to the new system in the format requested by the bank in the event of termination. The termination of the contract at bank's discretion will be done for the following combinations,

- UPI solution alone.

- Mobile Banking solution alone.
- Internet banking solution alone.
- Mobile Banking and internet banking solutions
- All the above

The bank only reserves the right to terminate/cancel the contract with the selected bidder and no conditions should be imposed by the bidder in any of the agreements/contract.

8. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

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

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

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

- In case of dispute or difference arising between the Banks and Vendor/supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Banks and the bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/other legal recourse.
- Notwithstanding any reference to arbitration herein,
- the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- the banks shall pay the Vendor/supplier any payments due to the Vendor/supplier.

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

9. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service Provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service Provider, against the Bank.

10. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any loss of use of any works, loss of profit, loss of contract or for any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser, under or in connection with the Contract, shall not exceed the total project cost payable by the Purchaser to the Supplier under the Contract.

11. PRICE:

Description	Rate (₹)* (exclusive of GST)

12. DELIVERY AND IMPLEMENTATION:

Bidder has to implement the complete UPI solution including NPCI certification within 1 month from the date of purchase order. Bidder has to demonstrate the features outlined in the Annexures of RFP and express his readiness to make live those features as and when interfaces are ready for the corresponding services. If all the features are available / the mobile banking is termed as "complete mobile banking solution". Bidder has to implement

the complete mobile banking solution within 3 months from the date of purchase order and integrate as and when prescribed by the Banks individually.

13. PERIOD OF CONTRACT

The period of contract shall be initially for three years from date of purchase order for both UPI and mobile banking & internet banking solution. Bank reserves the right to extend the contract individually for UPI solution and mobile banking & internet banking solution on yearly basis on the same terms and conditions, at mutually agreed rates. Although, Bank reserves right to cancel/terminating the contract during the contract period by giving a 90 Days' notice period. In case of termination of the contract, the successful bidder should divulge and hand-over complete documentation related to UPI Switch/mobile banking/internet banking solution and all the latest reports specified by the Bank. In case of non-conformance of the delivery timelines, the contract will be extended to the extent of the delay period and the bidder is liable to provide the services as per the contract during the extended period (delay period) at free of cost.

14. PENALTY CLAUSE

The bidder shall be responsible for the complete implementation and delivery of the mobile banking solution, internet banking solution and UPI solution as per the timelines specified in the delivery clause. In case of any delay in implementation, the penalty will be calculated at the rate of 1% of the contract cost (calculated in the commercial bid) for the respective RRB and the max penalty will be 10% of the contract cost (calculated in the indicative commercial bid) for the respective RRB. The penalty will be recovered by invoking the Performance Bank Guarantee (PBG) or will be deducted in the subsequent billings or any other payments due by the bank as per the decision of the bank. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances. After implementation of the UPI switch solution, penalty will be deducted for downtime of the UPI solution as below.

Uptime (U)=100-Downtime%	Penalty (A=contract cost (calculated in the commercial bid) for the respective RRB)
U >=99.95	No Penalty
99.50<=U< 99.95	0.1 % of A
99.00<=U< 99.50	0.2 % of A
98.50<=U< 99.00	0.3 % of A
98.00<=U< 98.50	0.4 % of A
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.1% of A

The downtime will be calculated based on the following formula.

Downtime Percentage = (No. of transactions declined due to switch reasons/Total no. of transactions as per NPCI report) * 100

After implementation of the mobile banking & internet banking, penalty will be deducted for downtime of the mobile banking & internet banking solution as below.

- Uptime percentage – 100% less Downtime Percentage
- Downtime percentage – Unavailable Time divided by Total Available Time, calculated on a monthly basis.
- Total Available Time – 24 hrs per day for seven days a week excluding planned downtime
- Unavailable Time – Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime (U)	Penalty (A=contract cost (calculated in the commercial bid) for the respective RRB)
U >=99.00	No Penalty
98.5<=U< 99.00	0.2 % of A
98.00<=U< 98.50	0.3 % of A
97.50<=U< 98.00	0.4 % of A
97.00<=U< 97.50	0.5 % of A
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.2% of A

SLA will be monitored on Monthly basis for both mobile banking & internet banking solution and UPI switch solution individually and the calculated amount would be adjusted from every subsequent monthly payment/any other payment to be made to the vendor. Bank has right to waive the Penalty on genuine grounds.

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

<p>Signed, Sealed and Delivered by the Said _____</p> <p>(For Tamil Nadu Grama Bank) In the presence of :</p> <p>1.</p> <p>2.</p>	<p>Signed, Sealed and Delivered by the Said _____</p> <p>(For _____) In the presence of :</p> <p>1.</p> <p>2.</p>
--	--

ANNEXURE – XX
SCOPE OF WORK – COMPLIANCE UPI

S No	Specification	Complied/ Accepted	Proof Attached
1	The Bank intends to select a bidder to supply, integrate and operationalize a suitable Unified Payment Interface (UPI) solution hosted at the bidder's certified 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 used by its customers.		
2	The bidder should provide an enterprise wide solution for Unified Payment Interface (UPI) conforming to the latest technical specifications and procedural guidelines prescribed by NPCI and solution should comply with "Master Direction on Digital Payment Security Controls" by RBI.		
3	The proposed solution to implement the following products as per NPCI specification <ul style="list-style-type: none"> • 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 – customizable to channel wise as well as transaction wise. • API support for all channels • Reports 		

	<ul style="list-style-type: none"> • Support four party architecture as defined by NPCI • Transaction history • Hot-listing of registered users account through self-service means • Encryption support • Interface integration with CBS/middleware. <p>The above list is indicative only and will be changed as per the technical specifications of NPCI.</p>		
4	UPI APP/module may be embedded in other (merchant) apps by giving the binary/SDK to the merchant to integrate into their apps. Integrate UPI with Bill desk and other aggregator requested by Bank.		
5	License- 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 and should not have any restrictions on the number of channels / clients / interfaces/ branches/ users/ transactions / any other parameters not covered. Any new channels/ interfaces/ branches should be supported by the solution within the contract period without any additional cost to the bank.		
6	Infrastructure- The solution should be implemented at Bidder's Data Centre and Disaster Recovery Centre and should have a separate test set up. Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability network load balancing. Unified Payment Interface (UPI) solution should also facilitate online DC- DR replication and retrieval capability in a seamless manner. The supplied UPI switch should be hosted dedicatedly for each of the 3 RRBs at the bidder's DC and DR sites. The proposed solution should be hosted in High availability (HA) mode both at their DC and DR site. The bidder should maintain proper sizing of the hardware and software required for the seamless functioning of the proposed solution and meet the SLA requirements for the entire contract period. Growth projections on YOY basis are as follows		
7	Performance- Unified Payment Interface (UPI) solution should be capable of processing 50 TPS. The exposed interfaces/APIs should be capable of handling high volume of transactions without any impact on the performance of the system.		
8	Interface & APIs- 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. 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. The proposed solution should be integrated with the Bank's middleware via standard interfaces like http API, REST API, MQ, socket, Web services with message structures in iso8583/xml/json/plain text/ any other customized message structure as required by the bank.		
9	Bulk Handling- Solution should be capable of processing Bulk transactions through file upload for UPI handle creation/ Payment address creation, Push Transactions, Pull transactions etc. Solution should provide APIs for integrating bank systems and enabling bank systems to push bulk transactions, customer creation and other related activities specified as part of the SOW.		
10	Future Requirements- Any future operations/ transactions/facilities/features brought in by NPCI within one year from the date of sign off should be implemented in the proposed UPI solution within the prescribed timelines without any additional cost to the bank. The successful bidder has to undertake any change requests within one year of implementation and complete within the agreed time without any additional cost to the bank.		
11	Change Requests- The selected bidder will be carrying out the requirements/customizations post one year of implementation as change requests. The cost of each CR will be negotiated by the negotiation committee individually for each bank. The bidder has to provide the functional specification document along with the efforts involved in terms of man days. Any requirements/customizations/integrations requested within one year of implementation will be completed without any additional cost to the bank.		
12	Delivery & Timelines- The successful bidder should get the solution integrated and implemented in the bank and certified by NPCI within one month of implementation. In case, there is delay in slot from NPCI or Bank's side, time lines will be extended accordingly. The dat' flow diagram, architectural diagram, Structure and Meta, User Manual and Implementation architecture should be provided by the bidder before		

	sign-off of the complete solution. In similar lines, Change Requests should be implemented within one month from the date of providing such requests, including certifications, if any from NPCI.		
13	DR Drill- The bidder should conduct DR drill of the proposed solution along with the DR Drills of the Bank or as and when required by the bank without any additional cost to the bank. The maximum schedule of the DR drill will be quarterly. The DR drill plan, backup plan and the proposed timings should be shared and approved by the bank a week in advance. Any precautions to be taken by the bank should be provided atleast 4 days prior to the DR Drill. The DR drill report has to be furnished post completion for submission to our Auditors. The Recovery Point Objective (RPO) should be zero (planned DR drills) and Recovery Time Objective should be less than 1 hour. The bidder should provide necessary support during Bank's DR drill activity.		
14	Encryption The proposed solution should support TLS 1.2 and above. The server-to-server communication should be on secured port. The solution should be capable of Supporting Encryption Algorithms such as triple DES and should provide for 256 bit AES encryption for data at rest at DC and DR and for data-in-flight during replication and should not have any future cost implications. The bank defined sensitive data should be kept in encrypted form in database. The logs should be maintained in encrypted state and a proper format should be followed to enable easy parsing. The encrypted logs should be visible only through the frontend or a tool specifically provided to view the logs.		
15	Logging- The solution should also include various audit trail report for transaction made using the proposed UPI solution as and when requested by the Bank's internal / external auditor. Audit logs should be maintained at the application and database layer. All transaction logs have to be logged in a flat file as well as database. The log setting should be configured only through front end. No transaction should be performed without logging. All configuration changes should be logged with all the required details. All the interface calls should be logged in flat file as well as database. The audit logs should be capable of being used for forensic Evidence.		
16	Security- The interfaces exposed should have proper security mechanisms to prevent unauthorised connections. The interfaces should be capable of		

	supporting encryption/signing of the transferred data. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).		
17	Version Control- The proposed solution should have a proper version control in place and a separate version have to be maintained by the bidder for all the 3 RRBs. Any changes in the version should be notified in prior to the bank and due approvals needs to be obtained.		
18	Uptime- The bidder should maintain an uptime of 99.95% for the proposed solution both at DC and DRS during the contract period.		
19	Regulatory Compliance- The Bidder should comply with all guidelines specified by NPCI/Guidelines of RBI/any other Govt. Agencies for the proposed solution and also with the subsequent amendments, if any. In case of any change in the guidelines (by any of the above-mentioned authorities), the bidder would have to comply with the same without any extra cost to the bank. The successful Bidder upon selection should provide an undertaking to comply with all the present and future provisions of the Information Security Policy/ NPCI Guidelines/ Guidelines of RBI, Respective Govt. Agencies and the Bank and comply such regulatory requirements at no additional cost to bank during the warranty /contract and ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank.		
20	Audit Requirements- All the audit logs to be enabled, encryption and security features prescribed by RBI and other regulatory Bodies should be implemented. The logs and security postures may be audited either by regulator, By sponsor Bank, by RRBs or by any Third party auditors. However, not more than two such audits is envisaged in a year. VAPT Audits may have to be performed periodically by the Bank. Any vulnerabilities found out may be required to be implemented within a week of notification. This is in addition to the upkeep of security postures by the Bidders. The bidder should also get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empanelled agency). In addition, for every patch released / Customizations done the bidder should get the code reviewed by an external agency (CERT-In		

	<p>empanelled agency) during contract period. The code review document is to be provided to the Bank, before sign-off. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implement/comply all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost to the bank.</p>		
21	<p>MIS/Monitoring- The proposed solution should provide complete reports pertaining to UPI including the risk management reports and other analysis reports in data as well as graph representation. All data should be real time, and data till current time should be available. The type of reports and their format will be provided by the bank during implementation. The bidder has to provide the reconciliation reports in addition to the above reports. All the provided reports should be available for any given date range. The frontend provided should have a facility for role-based user access for the reports. Bidder should provide a centralized dashboard for monitoring, management and configuration/ modification of complete UPI Solution. In the dashboard page, user should be able to search the transaction through txnid, RRN, account number, mobile number, reference no, channel ID as well as through any other fields which may be requested by the bank in future. The offered dashboard should show the current status of the system in display as below and any other reports requested by the bank in future. Number of transactions processed from start to current Transactions per second TPS Number of success transaction Number of status unknown transaction Number of failed transactions with response code Total running time in hours, minutes and seconds Status of original and Verification requests for a given transaction. Business decline transactions for the day/month/year Technical decline transactions for the day/month/year Daily/Monthly Downtime in terms of percentage with reason.</p>		
22	<p>Network Connectivity- Bank will establish network connectivity between Bank's DC to vendor's DC and Bank's DR to vendor's DR site with MPLS connectivity preferably SIFY/ BSNL/ AIRTEL etc. In case of P2P provision, the bank will be provisioning the link till the Mux terminals (Meet me room) in DC/DR sites of the bidder and it is bidder's responsibility to provision the</p>		

	connectivity further till the server/switch/termination device. NPCI connectivity through NPCI NET has to be provided by the bidder with redundant connectivity.		
23	Migration (OPEX-CAPEX)- Whenever Bank wants to migrate from OPEX (Hosted Model) to CAPEX (within Bank's Premises) the vendor has to provide the necessary support for the same. The commercials will be renegotiated based on the revised sow applicable in the CAPEX model.		
24	Migration (Other Service providers)- In case of Bank exercising the exit/termination clause or on the expiry of contract, the bidder should provide necessary support to migrate the existing data to the new service provider system. The data should be provided in the format as requested by the bank including all the sensitive data like pin, certificates etc. There will not be any additional cost provided by the bank for the migration activity. The existing contract will be continued/extended till the migration is complete and the bidder has to be provide all the support as specified by the SOW and the contract. The bidder has to confirm and remove the entire data post sign off from the bank for migration.		
25	Solution Integration with SIEM – 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/future SIEM solution. Bidder would be provided adequate support by bank's SIEM system integrator for the purpose of integration. The integration or any changes related to integration with SIEM should be done by the bidder at free of cost.		
26	Reconciliation- The proposed solution to provide a reconciliation module for carrying out reconciliation between Bank CBS/other delivery channels, 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		

	<p>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. 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. The above module will be accessible by both the bank personnel and the service provider. The reconciliation has to be carried out by the bidder. The SLA as stipulated by NPCI for reconciliation time to time should be complied by the bidder. The bidder will provide the Reconciliation Solution on per transaction basis wherein the required reconciliation software, hardware, database license, OS license or any other licenses required for the application and the manpower for reconciliation services is to be provided by the bidder and to be sized adequately to meet the current and projected requirement and will be maintained at the bidder's premises. The reconciliation should be carried out for all transactions coming through all delivery channels.</p>		
27	<p>Production Support- The bidder should maintain a dedicated production support team headed by a project manager for each bank. The production support team should be reachable 24/7/365 via email and call.</p>		
28	<p>Escrow Arrangement- Source code for customization done for Bank in UPI Switch Solution and for other related services shall be provided by the bidder to the Bank for unlimited and unfettered use by the Bank. The bidder 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. 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 bidder. The bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions. The Bank and the bidder shall appoint an escrow agent approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied by the bidder to the Bank in order to protect the Bank's interests in an</p>		

	<p>eventual situation. The Bank and the bidder 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 bidder shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization. All costs for the Escrow will be borne by the SI. The escrow code along with all documentation shall be periodically updated every one year by the SI. Bidder shall submit a self-certificate confirming the same after every update. This line item will be applicable during migration from opex to capex.</p>		
29	<p>Alerts/Notifications- Notification for System Exception, Connectivity Down, Services Down. Configurable Notification for Business Violation and transaction failure. SMS/Email alerts should be provided for customized notifications as per the requirements of the bank.</p>		

ANNEXURE – XXI

SCOPE OF WORK – COMPLIANCE MOBILE BANKING & INTERNET BANKING

S.No	Specification	Complied/ Accepted	Proof Attached
1	The Bank intends to select a bidder to supply, integrate, operationalize and maintain a suitable mobile banking & internet banking application hosted at the bidder's certified Data Centre & Disaster Recovery Centre in India. The proposed Mobile Banking & internet banking Solution should be implemented interfacing with Bank's Core Banking Solution.		
2	The proposed solution should have functionality for handling retail as well as corporate customers of Bank on Mobile Channel.		
3	The proposed solution should also support interfacing with ATM switch, internet banking, UPI switch and other channels of the Bank for seamless integration, parameterization, customization etc.		
4	The solution should include, but not limited to, the listed services as given in the table under Annexure – III. The bidder should provide a back office/admin module to manage the proposed mobile banking & internet banking solution by the bank. The back office should include, but not limited to the listed services as given in the table under Annexure – III.		
5	The successful bidder is expected to customize the screens, design and layout of the solution depending on the requirements of the bank, at no additional cost to the bank. The successful bidder would be expected to implement, manage, maintain, and monitor the solution for the period of the contract.		
6	The proposed Mobile Banking & internet banking solution should interface with Bank's Core Banking application and interface with IMPS switch, UPI switch and interface with BHIM, BBPS or any other service offered by NPCI. The features available in the interface should be implemented in the proposed mobile banking solution as per the requirements of the bank.		
7	On behalf of each bank the bidder should coordinate to host the Mobile Application at Google Play store and iTunes play store and the ownership of account should be in the respective bank's name.		

9	<p>Compatibility- The solution should be compatible with all the Mobile Platforms meeting the industry standard but not limited to J2ME, Android, Windows, Ios etc. The bidder should ensure the compatibility of solution provided for all the impending updates / upgrades of various Mobile Platforms without any additional cost to Bank. Bidder should also ensure the availability of solution for any new mobile platform within 1 month from the date of its launch without any additional cost to Bank. The proposed solution should be compatible with all Smartphones & Tablets meeting the industry standards. For any new platform/model/OS/upgrade, the selected bidder will provide complete functional and technical solution/ features/ application within thirty days of launch in India without any extra cost. The proposed solution should support all kind of communication modes like GSM, WAP/SMS/Browser, CDMA, 3G, 4G, 5G and any other communication mode available time to time.</p>		
10	<p>Infrastructure- The solution should be implemented at Bidder's Data Centre and Disaster Recovery Centre and should have a separate test set up. Mobile banking & internet banking solution proposed should be capable of working under cluster with high availability network load balancing. Mobile banking solution should also facilitate online DC-DR replication and retrieval capability in a seamless manner. The supplied Mobile app should be hosted dedicatedly for each of the 3 RRBs at the bidder's DC and DR sites. The proposed solution should be hosted in High availability (HA) mode both at their DC and DR site. The bidder should maintain proper sizing of the hardware and software required for the seamless functioning of the proposed solution and meet the SLA requirements for the entire contract period. Growth projections on YOY basis are as follows</p>		
11	<p>License- 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 and should not have any restrictions on the number of features/ channels / clients / interfaces/ branches/ users/ transactions / any other parameters not covered. Any new channels/ interfaces/ branches should be supported by the solution within the contract period without any additional cost to the bank.</p>		
12	<p>Future Requirements- The successful bidder has to undertake any change requests within one year of implementation and complete within the agreed time without any additional cost to the bank.</p>		

13	<p>Change Requests – The selected bidder will be carrying out the requirements/customizations post one year of implementation as change requests. The cost of each CR will be negotiated by the negotiation committee individually for each bank. The bidder has to provide the functional specification document along with the efforts involved in terms of man days. Any requirements/customizations/integrations within one year of implementation will be completed without any additional cost to the bank.</p>		
14	<p>Delivery & Timelines- The successful bidder should get the solution integrated and implemented within one month of implementation. In case, there is delay on Bank's side, time lines will be extended accordingly. The data flow diagram, architectural diagram, Structure and Meta, User Manual and Implementation architecture should be provided by the bidder before sign-off of the complete solution.</p>		
15	<p>Network Connectivity- Bank will establish network connectivity between Bank's DC to vendor's DC and Bank's DR to vendor's DR site with MPLS connectivity preferably SIFY/ BSNL/ AIRTEL etc. In case of P2P provision, the bank will be provisioning the link till the Mux terminals (Meet me room) in DC/DR sites of the bidder and it is bidder's responsibility to provision the connectivity further till the server/ switch/termination device.</p>		
16	<p>Encryption: The proposed solution should support TLS 1.2 and above. The server-to-server communication should be on secured port. The solution should be capable of Supporting Encryption Algorithms such as triple DES and should provide for 256 bit AES encryption for data at rest at DC and DR and for data-in-flight during replication and should not have any future cost implications. The bank defined sensitive data should be kept in encrypted form in database. The logs should be maintained in encrypted state and a proper format should be followed to enable easy parsing. The log setting should be configured only through front end.The encrypted logs should be visible only through the frontend or a tool specifically provided to view the logs.</p>		
17	<p>Logging : The solution should also include various audit trail report for transaction made using the proposed mobile banking solution as and when requested by the Bank's internal / external auditor. Audit logs should be maintained at the application and database layer. All transaction logs have to be logged in a flat file as well as database. No transaction should be performed without logging. All the interface calls should be logged in flat file as well as database. The audit logs should be capable of being used for forensic Evidence.</p>		

	All configuration changes should be logged with all the required details.		
18	Security: The interfaces exposed should have proper security mechanisms to prevent unauthorised connections. The interfaces should be capable of supporting encryption/signing of the transferred data. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).		
19	Version Control- The proposed solution should have a proper version control in place and a separate version have to be maintained by the bidder for all the 3 RRBs. Any changes in the version should be notified in prior to the bank and due approvals needs to be obtained.		
20	Uptime- The bidder should maintain an uptime of 99.9% for the proposed solution both at DC and DRS during the contract period.		
21	Audit Requirements- The bidder should get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empanelled agency). In addition, the bidder should also get the code reviewed by an external agency (CERT-In empanelled agency) after doing any customization or patch migration during contract period. The code review document is to be provided to the Bank, before sign-off. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implement/comply all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost to the bank.		
22	Regulatory Requirements- The solution offered should comply with all the Operative Guidelines for Mobile Banking & internet banking Transactions in India issued by RBI. The solution should also comply with any further guidelines and mandates issued by RBI for Mobile Banking & internet banking Transactions. The software and the DC/Dr site should be conforming to any new rules of Indian Law or new rules from RBI/NABARD/IBA/MFI/NPCI/Bank for providing the Mobile Banking & internet banking services to The Bank always. 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. He proposed solution should be compliant with the RBI Working group document on "Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds" dated Jan 2011, such as for		

	confidentiality and security and Cyber Security guideline June' 2016 and subsequent guidelines.		
23	Migration (Other Service providers)- In case of Bank exercising the exit/termination clause or on the expiry of contract, the bidder should provide necessary support to migrate the existing data to the new service provider system. The data should be provided in the format as requested by the bank including all the sensitive data like pin, certificates etc. There will not be any additional cost provided by the bank for the migration activity. The existing contract will be continued/extended till the migration is complete and the bidder has to provide all the support as specified by the SOW and the contract.		
24	Solution Integration with SIEM - 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/future SIEM solution. Bidder would be provided adequate support by bank's SIEM system integrator for the purpose of integration. The integration or any changes related to integration with SIEM should be done by the bidder at free of cost.		
25	DR Drill- The bidder should conduct DR drill of the proposed solution as and when required by the bank without any additional cost to the bank. The minimum schedule of the DR drill will be quarterly. The DR drill plan, backup plan and the proposed timings should be shared and approved by the bank in advance. The DR drill report has to be furnished post completion. The Recovery Point Objective (RPO) should be zero (planned DR drills) and Recovery Time Objective should be less than 1 hour. The bidder should provide necessary support during bank's DR drill.		
26	Production Support- The bidder should maintain a dedicated production support team headed by a project manager for each bank. The production support team should be reachable 24/7/365 via email and call.		
27	Escrow Arrangement- Source code for customization done for Bank in UPI Switch Solution and for other related services shall be provided by the bidder to the Bank for unlimited and unfettered use by the Bank. The bidder 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. 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 bidder. The bidder shall transfer all Intellectual Property Right on non-exclusive		

	<p>basis for all the customization done for Bank for the solutions. The Bank and the bidder shall appoint an escrow agent approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied by the bidder to the Bank in order to protect the Bank's interests in an eventual situation. The Bank and the bidder 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 bidder shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization. All costs for the Escrow will be borne by the SI. The escrow code along with all documentation shall be periodically updated every one year by the SI. Bidder shall submit a self-certificate confirming the same after every update. This line item will be applicable during migration from opex to capex.</p>		
28	<p>Alerts/Notifications- Notification for System Exception - Connectivity Down, Services Down. Configurable Notification for Business Violation and transaction failure. SMS/Email alerts should be provided for customized notifications as per the requirements of the bank.</p>		

ANNEXURE – XXII
IMPLEMENTATION PLAN

1. UPI Switch Solution

2. Mobile Banking Solution

3. Internet Banking Solution

ANNEXURE – XXIII
CHECK LIST

Bidders have to ensure the submission of the bids enclosing the below mentioned documents with details filled in completely, wherever required. All these documents (except demand draft) should be duly signed by the bidder or the person authorized to sign on behalf of the bidder.

The bids received without any of these documents or with incomplete details will summarily be rejected.

SI No.	Document
1	Complete RFP document (including amendments) duly signed by Authorized signatory on every page, for having read and understood all the terms and conditions of the RFP.
2	Annexure – IV : Offer Covering Letter
3	Annexure – V : Technical Bid (Documents constituting the Technical Bid) a) certified copies of Balance sheets, b) audit certificates/letters, c) Recommendation letters if any, d) compliance for all the features outlined in this document, e) Brief profile of the Company and directors, f) declaration regarding availability of staff strength to support 4 years of operations g) List of interfaced applications h) Implementation plan i) Topology as of the present (opex model) j) Topology if bank plans for Capex model k) Hardware details present (opex model) (Dedicated and shared) l) Hardware Details required (CAPEX model) m) Scalability options of software and future Roadmap if any n) Proof for the software has been awarded in any forum o) Any other Proof document proving the software credibility p) Any documentary evidence in support for any feature/ requirements outlined in this RFP q) Any other details which the OEM wishes to provide like pamphlets etc from other installations. r) Any non-conformant areas of this RFP s) Name of Location, Address, Dates when the Bank may plan visit of your installations as part of evaluation, is required.
4	Annexure – VI and VII : Sealed Commercial Bid
5	Annexure – XI : Letter of Authorization / Undertaking

6	Annexure – XII : Certificate from Client in closed cover
7	Annexure – XV : Self Declaration – Black Listing
8	Annexure – XVI: Undertaking for being the OEM of the offered product
9	Annexure – XVII : Bid Security Form
10	Annexure – XVIII : Integrity Pact
11	SLA copy signed in a Rs 100 stamp paper.
12	Annexure-XX: Scope of Work-Compliance -UPI
13	Annexure-XXI: Scope of Work-Compliance-Mobile Banking & Internet Banking
14	Annexure-XXII: Implementation Plan