



RFP No.: PDCC/IT-RFQ/21-22/01 Date: 08.03.2022

**THE PUNE DISTRICT CENTRAL CO-OPERATIVE  
BANK LTD.**



**INFORMATION TECHNOLOGY  
DEPARTMENT**

**INFORMATION TECHNOLOGY DEPARTMENT**

**HEAD OFFICE: Pune District Central Co-op. Bank Ltd.,  
4 B , B. J. Road, Pune.  
Pin – 411001**

**REQUEST FOR QUOTATION (RFQ)**

**FOR**

**Unified Payment Interface (UPI) Application – Supply,  
Implementation/Installation, Maintenance on ASP Model**

RFQ No.: PDCC/IT-RFQ/21-22/01  
RELEASE DATE: 08/03/2022



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## **Disclaimer**

The information contained in this RFQ document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided. This RFQ is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of corresponding bids. The purpose of this RFQ is to provide the bidder(s) with information to assist the formulation of their quotes propositions. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFQ does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ.



## Definitions of major terms/ abbreviations used on the document

Sr. No.	Acronym/ Terms Used	Definition
1.	AMC	Annual Maintenance Contract
2.	ATM	Automated Teller Machine
3.	Bank	Pune District Central Co-operative Bank Ltd.
4.	BIN	Bank Identification Number
5.	CD	Cash Dispenser
6.	CBS	Core Banking Solution
7.	CO	Commercial Offer/ Commercial Bid/ Price Bid
8	COTS	Commercial off the shelf
9.	EJ	Electronic Journal
10.	EMV	Europay, Mastercard and Visa
11.	PDCCBankCBS	Core Banking Application
12.	IIN	Issuer Identification Number
13.	IPR	Intellectual Property Right
14.	IT	Information Technology
15.	KRI	Key Risk Indicators
16.	MIS	Management Information System
17.	MCC	Merchant Category Code
18.	NFC	Near Field Communications
19.	NFS	Network File System
20.	NPCI	National Payments Corporation of India
21.	OEM	Original Equipment Manufacturer – Product Vendor
22.	Project	Implementation of UPI Application on Opex Model
23.	RBI	Reserve Bank of India
24.	RDBMS	Relational Database Management System
25.	RFQ	Request for Quotation
26.	SAN	Storage Area Network
27.	SLA	Service Level Agreement
28.	SAF	Store and Forward
29.	TB	Terabyte
30.	TO	Technical Offer
31.	UAT	User Acceptance testing
32.	UPI	Unified Payment Interface
33.	Go-Live	Application being deployed in the production environment, being used by the business users and being signed-off by the bank.



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## 1 Data Sheet

The following is an indicative timeframe for the overall process. PDCC Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be communicated to the affected **Respondents during this RFQ process.**

Particulars	Details
RFQ Title	Unified Payment Interface (UPI) Application – Supply, Implementation/Installation, Maintenance on ASP Model
RFQ submission last date and time	<b>21/03/2022 16:00 HOURS</b>
Submission of RFQ at	<b>Pune District Central Co-Operative Bank Ltd. IT Department Head Office: 4 B, B. J. Road, Pune 411 001</b>
Contact Persons for any clarifications/ Submission Of RFQ	PDCC IT Department
Bank email id for RFQ related communication	cbs.rfp@pdccbank.com
Performance Bank Guarantee to be submitted by successful Vendor.	Based on Banks Management Decisions, in mutual consent with successful Vendor.

The bidder shall submit his response by email to the present RFQ separately in two parts – “The Technical Bid” and “Commercial Bid”. Technical Bid will contain product specifications / response to functional and technical specifications whereas Commercial bid will contain the pricing information as per the Bill of Material given in the RFQ. The commercial bid should be password protected and password of the Commercial Bid file should be shared in separate mail only after PDCC Bank’s request email.

The email ID is as follows: cbs.rfp@pdccbank.com

**The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.**

### 1.1 Overview

**Pune District Central Co-operative Bank (PDCCB), Pune (hereafter referred as “the Bank”),** came into existence on 4th SEPT.1917 with the vigorous efforts taken by late Shri. N.C. Kelkar. Now the bank is having its registered office at 4 B, B. J. Road, Pune 411 001. The Bank is also having Banking License No. RPCD Bombay 62 C, dated 16/3/1995 from Reserve Bank of India to transact Banking business. The bank presently has 294 branches plus 5 extension counter across Pune district. These branches are controlled through 15 divisional offices. All the branches are covered in Enterprise Wide Network of Core Banking Solution (CBS). The Bank has its own Data Centre in its Head Office & DR Centre at Baramati. Recently Bank has selected DAUS Infospace’s Core Banking Solution and it in UAT, migration phase. Bank also has a network of more



than 98 ATM(s) and 15+ Cash Recycler Machines (CRMs) spread across the Pune District including onsite ATMs (ATM = 95 & CRM = 15) and offsite ATMs (ATMs = 3) as well. With more than 100 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the bank has been a frontrunner in implementing various IT enabled products. Bank has already launched various delivery channels such as Internet Banking (view mode), Mobile Banking, and ATMs.

Presently Bank is using EURONET ATM Switch Services and InfracsoftTech's IMPS Switch Services in ASP Model. Since currently Bank CBS has been successfully migrated to new (TrustBank) CBS, Bank would like to call for the RFQ from the Suitable potential corresponding UPI Services vendor who can provide Unified Payment Interface services in ASP Model as per the scope mentioned in this document.

## 1.2 Purpose of This Document

The bank invites Request for Quotation from eligible and experienced Unified Payment Interface (UPI) bidders to Supply, implement/install, maintain and manage the following standalone products/solutions with related services on ASP Model:

- Unified Payment Interface Solution & related Services.

## 1.3 Existing IT Set-up

The Bank has selected TrustBank CBS as a Core Banking Solution from Trust Systems & Software Ltd in association with DAUS Infospace Pvt. Ltd. The Application landscapes in the Bank are in Post-Go Live stabilization Phase.

Sr.No.	Functionality	Vendor	Operating Model
1	ATM Switch (ATM, POS & ECOM)	EURONET	ASP
2	Card & PIN Management	EURONET	ASP
3	ATM Recon	AGS	ASP
4	EJ Pulling	EURONET	ASP
5	IMPS Switch & Solutions	InfracsoftTech	ASP
6	IMPS Reconciliation	AGS	ASP
7	Mobile Application (IOS Android)	Trust Bank CBS & DAUS Infospace Pvt Ltd	Capex
8	Core Banking Solution	Trust Bank CBS & DAUS Infospace Pvt Ltd	Capex



## 2 Scope of Work

PDCC Bank intends the bidder to provide robust and highly scalable Unified Payment Interface (UPI) solutions along with various related services (Supply/Implementations/Maintenance) on ASP Model.

The UPI Solution should cover all functionality and flexibility required to be operated on ASP model. The Bank recognizes that this is an extensive undertaking and therefore, it would want the bidder to understand its vision is to transformation of business through technology.

Detail Scope of work are:-

- PDCC Bank needs a robust enterprise-wide solution for Unified Payment Interface (UPI) to provide all facilities and services (including Interbank Funds Transfer for inward and outward transactions) as required by NPCI on Opex model.
- The solution should be implemented at Bidder's Data Centre and Disaster Recovery Centre and should have a separate test set up.
- The solution should be adhering to NPCI UPI technical specifications and procedural guidelines for all the UPI products.
- The Solution should be capable of adopting any future regulatory requirement and any new additional functionality.
- The Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability network load balancing.
- The Unified Payment Interface (UPI) should be capable of processing 150 TPS Threshold set by NPCI and also should have provision to meet Future Threshold requirement as well.
- The Unified Payment Interface (UPI) solution should also facilitate online DC – DR replication and retrieval capability in a seamless manner.
- The proposed solution should seamlessly integrate with the Bank's alternate delivery channels i.e. ATM, Mobile Banking, IMPS solution, SMS and Bank's CBS. Common API or Web services necessary for channel integration to be provided.
- The proposed solution to have direct interface with Bank's CBS.
  - 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
  - Virtual address management (PSP virtual address, Merchant specific virtual address etc.)
  - Global address management like Aadhaar, mobile number
  - Single click 2 factor authentication
  - Charges module
  - API support for all channels



- Reports
  - Support four party architecture as defined by NPCI
  - Transaction history
  - Hot-listing of registered users account through self-service means
  - Encryption support
- 
- The Solution to implement any new products offered by NPCI during the contract period and other regulatory requirements.
  - The Solution to directly interface with NPCI solution, CBS, Mobile Banking, IMPS, Internet Banking, ATM switch and FI gateway without any middleware.
  - The successful bidder should perform the UAT pre-customization and post-customization.
  - The successful bidder should provide go-live support and handholding for the solution throughout the project tenure.
  - The successful bidder should provide adequate training in the form of train the Bank IT Team during implementation.

## 2.1 Timelines

Bidder is required to implement the project within Banks pre-approved timelines provided as below:

Deliverables	Elapsed Time (T :- Date of Acceptance of Purchase Order)
The Unified Payment Interface (UPI) Application Solution – Supply, Implementation/Installation, Maintenance on ASP Model	Subject to NPCI approval and Guidelines

**Note:** The implementation shall comprise of system configuration, customization, pilot implementation, UAT and system roll out. The bidder shall submit schedule of activities and its timelines within overall implementation period and shall be agreed upon by the Bank.

The Successful Bidder to provide implementation plan, meeting all the requirements of in-scope applications and in adherence to the SLA and timelines as a part of the Technical Proposal.

Liquidated damages will be imposed if the bidder fails to deliver the Application along with services within the stipulated timelines.

The bidder will be responsible for delivering end to end solution and will be the single point of contact for the Bank.



## 2.2 Responsibility Matrix

Responsibility	Vendor	Bank
<b>Document the UPI Applications Implementations approach and strategy.</b>	R	P
<b>Performing end to end overall testing of UPI Application along with all key stakeholders, Providing API's to CBS Vendor for Mobile Apps.</b>	R	P
<b>UPI Application rollout, Implementation / Installations.</b>	R	R
<b>Maintenance of the UPI Applications.</b>	R	P
<b>Sign-off on completion of the task</b>	P	R
<b>Fallback/Rollback Plan and any effort required for performing fallback/rollback</b>	R	P
<b>Training and necessary awareness Sessions, Workshops for customers</b>	R	P

\*\*Responsible

\*\*Participant

### i. Training

- The selected bidder must provide training to designated officials of the bank at its own cost on overview of system fundamentals, technical & functional requirements, Operating Systems, application software, databases etc. Including complete solutions / services provided by the bidder.
- Bidder must provide complete training plan for the proposed solutions
- The training along with software documentation/manuals must be provided on site at Pune Head Office.
- Training infrastructure related to access to training environment for UPI Application, Dispute Management solution & its operations will be provided by the bank like desktop, projector etc. at Bank's premise Pune, rest all infrastructure is to be provided by the bidder.
- The functional and technical training for the core team would be for the duration on part/full time basis.
- The activities mentioned in training are indicative and not exhaustive. It is expected that training will enable the Bank's employees to understand the functional and technical aspects of the solutions as relevant to their respective roles.

### ii. Central Help Desk for complete solution

- The Bidder should provide a helpdesk that provides single point of contact manned by expert personnel for all service teams / managing multiple parties involved in resolving issues with respect to the solutions and services offered by the bidder.
- The Central helpdesk should be customized to cater to the Bank's requirements.
- The Helpdesk should provide support for all queries to UPI Applications, Dispute Management and all other solutions/services provided by the bidder related queries covering the customer transaction related query as well.
- Bidder to provide real-time monitoring of UPI applications and corresponding Transactions etc.
- Bidder to provide the report of the issues logged, issue resolved, time of logging the issue,



time of resolution etc. Bidder shall perform the helpdesk activity utilizing the banks provided tool.

iii. Incident Management Services

- a. The Bidder is required to provide Onsite (till application get stabilized without any commercial impact) support for handling day to day activities related to proposed solution & services.
- b. The selected Bidder shall establish a robust Incident Management process including:
  - 24 x 7 support for incident management
  - Automated fault detection and resolution
  - System to provide for automatic escalation in case of a problem not getting resolved

iv. Testing

- a. The bank proposes to conduct “User Acceptance Testing” (UAT) for the solution to ensure all the functionalities requested by the bank/NPCI/Statutory Authority are available and are functioning accurately. The UAT will be conducted for the UPI Solution and other auxiliary services as mentioned in the scope.
- b. UAT testing will be carried out at Bank premise. Bidder needs to provide access to test environment till the period of testing is completed.
- c. The bidder to confirm all the customizations that are required to “Go Live” as agreed upon and signed off by the bank are completed and ready for testing.
- d. The Bank expects the test environment to be available to the Bank at all times, for the purpose of testing. The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system and database for all solutions being offered by the Bidder. The Bank expects the Bidder to set up the required solutions and provide connectivity to the desired testing Centre of the Bank for the purpose of testing. The Bank shall not pay any additional amounts to the Bidder for the purpose of creating the test environment. The Bidder has to ensure that all requirements for the test environment like storage, compute environment, etc. for the applications are taken into account. The Bank plans to use the testing environment throughout the period of the contract.
- e. The Bidder will be responsible for preparing detailed test cases including test data.
- f. The Bidder will assist the Bank in conducting all the tests and analyzing /comparing the results. Bidder shall provide adequate full-time resources conversant in all business areas, for troubleshooting and resolving defects during the entire UAT process.
- g. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFQ.
- h. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/testing phase.
- i. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.



### 3 Terms and Conditions

The following are the general terms and conditions proposed to be included in the Contract. PDCC reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

The Bidder, selected for the project, will have to enter into a contract agreement directly with PDCC Bank. The contract agreement will contain various terms and conditions relating to payment, delivery, installation and commencement of operations, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by PDCC, will also form a part of the agreement.

Bidders not complying with the terms and conditions of the RFQ are liable to be rejected.

The successful bidder must initiate work on the project within 15 days of execution of the contract.

The first page of the contract agreement shall be on a stamp paper of appropriate value.

The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document.

Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO).

#### 3.1 General Terms and Conditions

##### *Applicable Law and Jurisdiction of Court*

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and as amended from time to time and will be subject to the exclusive jurisdiction of Courts at Pune.

##### *Liquidated Damages(LD)*

If bidder fails to deliver any or all applications or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to INR 5000/- per week for each week of delay subject to the maximum of INR 5 Lakhs. The LD will be charged on next invoice value for the items for which delivery is delayed.

The Bank is entitled to deduct the penalty from the purchase price or any other amount, which is due to bidder from this contract, or any other contract or by invoking the Bank Guarantee.



### 3.2 Penalties

#### *Implementation Penalty*

The selected bidder must adhere to the timelines as stated in the RFQ. Delay in successful implementation of the solution within the stipulated timelines shall attract penalty

In case, Bidder has not implemented the solution within the stipulated timelines (Excluding the NPCI TAT), the bidder shall be liable to pay a penalty of equivalent to 1 (one) percent of the implementation cost of the respective solution for every week of delay or part thereof.

#### *Downtime and Performance Penalty*

The bidder is liable for a penalty as mentioned in SLA Section.

The Overall Cap on the penalty will be subject to maximum of INR 15 Lakhs.

**For the purpose of this RFQ, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of INR 5 Lakhs of the overall contract value.**

**More precise details about the Penalty sections will be mutually agreed and finalized during agreement phase.**

### 3.3 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.



### **3.4 Indemnity**

Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of software/hardware/Data base/OS etc. and all the packages, services offered by him & supplied by him.

The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.

### **3.5 Vendor's Liability**

The Vendor's aggregate liability shall be limited to the total contract value during the Contract Period.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor as part of this Agreement or infringement of any patent, trademarks, copyrights, intellectual property rights etc. or such other statutory infringements or any other law in respect of the services provided by the vendor. In such case the entire liability will be borne by the bidder.

In no event shall a Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the software delivered.

All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Agreement will remain unchanged unless explicitly communicated by the Bank in writing to the Vendor. The Bank shall not be responsible for any judgments made by the Vendor with respect to any aspect of the assignment. The Vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned In this Agreement.

The Vendor undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

### **3.6 Subcontracting**

- The bidder will not subcontract any part of this RFQ scope to a third party.

### **3.7 Cancellation of Contract**

- The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order (after providing a cure period of 30 days and thereafter providing a 30 days' notice period) by assigning appropriate reasons in the event of one or more of the following conditions: Delay in delivery beyond the specified period for delivery.
- Delay in installation, customization and implementation beyond the specified period.
- Serious discrepancy noticed during the reference checks.
- Repetitive software/ hardware failures/ poor service after the delivery and/or live-run but



before the warranty period expiration.

- Major breach of trust is noticed during any stage of the project
- Any other appropriate reason in view of the Bank.
- Breach of confidential information of the Bank by the vendor.
- Deduction on account of liquidated damages exceeds 5% of the total contract price.

In addition to the cancellation of purchase order, the Bank reserves the right to foreclose the Bank Guarantee given by the supplier against the advance payment to appropriate the damages.

In the event of termination for whatsoever reason, the Vendor shall be paid up to the stage of products delivered and services rendered as per the payment terms defined in the RFQ till the point of termination after deducting SLA penalty/Liquidated damages, if any.

### 3.8 Dispute Resolution

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Pune. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

### 3.9 Contract Period

The contract period will commence from the date of signing of Agreement post acceptance of the PO and will be valid for 5 years (extendable for 2 years on mutually agreed terms & conditions. However, the cost for the 6<sup>th</sup> and 7<sup>th</sup> year should not be more than 5-10% of the 5th year's payout).

### 3.10 Payment Terms

The Bank recognizes that all payments to the Bidder under this RFQ and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the RFQ and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFQ.

**No advance payment will be made.** Further, it may be noted that the criteria mentioned below is only for the purpose of effecting agreed price payment. The selected Bidder shall cover the entire scope including deliverables. Payment will be based on phases as detailed in the Project scope. Aside from the



amount payable by the Bank to the selected bidder for the Scope of Work as given in the RFQ, the Bank shall not pay any extra amounts.

**Recovery of Penalty:**

- (I) Amount of penalty applicable will be recovered/adjusted while making payment to the bidder. In case no payment is due to the bidder, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from PDCC Bank. The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.

S.no	Payment Category	Payment Milestone	Payment Remarks
1	One-time Cost (If any)	100%	After Go-live
2	UPI Software Solution Cost	Quarterly arrears in	Payment to the vendor will be made after recovering applicable penalties as per the terms of the RFQ/ SLA. Payment shall be made for successful Transactions.

**Note:** Successful Completion refers to the sign off from the Bank

The Bank shall pay each undisputed invoice raised in accordance with this RFQ and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFQ and subsequent agreement.

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFQ and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

### 3.11 Performance Bank Guarantee

- As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee in discussions with Banks Management Team for a given period of time
- The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal



instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

4. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
5. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may invoke the PBG.
6. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFQ, the Bank may invoke the PBG.
7. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
8. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
9. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

### **3.12 Right to Accept Any Bid and To Reject Any Or All Bids / Cancellation Of RFQ Process**

The Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Pune District Central Co-operative Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFQ and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFQ without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officials of Pune District Central Co-operative Bank and the bidder.

### **3.13 Termination**

#### **Termination for Default**

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

- a. if the Successful Bidder fails to deliver any or all of the deliverables within the period(s) specified



in the Contract, or within any extension thereof granted by the Bank; or;

- b. If the Successful Bidder fails to perform any other obligation(s) under the contract.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The bank shall give a cure period of 30 days and thereafter 90 days’ notice period without assigning any reasons to the bidder before terminating the contract. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages and/or penalty exceed 10% of the contract amount.

#### Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving 90 days written notice to the Bidder. In the event of termination for Solvency, the Vendor shall be paid up to the stage of products delivered and accepted by the bank and services rendered to the satisfaction of the bank as per the payment terms defined in the RFQ till the point of termination after deducting SLA penalty/Liquidated Damages, if any . In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

#### Termination – Key Terms & Conditions

The Bank shall be entitled to terminate the agreement at any time by giving 90 days’ notice if:

The Bidder

1. has a winding up order made against it; or
2. has a receiver appointed over all or substantial assets; or
3. is or becomes unable to pay its debts as they become due; or
4. enters into any arrangement or composition with or for the benefit of its creditors; or



5. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank

### 3.14 Exit Option

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following after giving 30 days cure period:
  - a. The Successful Bidder (s) shall be required to enter into a contract with Bank, within twenty-one (21) days of the award of the work or within such extended period, as may be specified by Bank. The Contract will be based on this RFQ document, Purchase Order. The Successful bidder shall furnish the Performance Guarantee within 21 days of acceptance of the PO by the bidder
  - b. Delay in completing installation / implementation and acceptance tests/ checks beyond the specified periods;
  - c. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
  - d. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.
2. The Bank and the Bidder shall together prepare the Reverse Transition Plan as part of vendor exit plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
3. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Security Deposit /Performance Guarantee given by the Bidder.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with.
5. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover, transitioning of application knowledge, Bank's deliverables, and maintenance and Application Support Help Desk. All kind of necessary support during the Reverse Transition such as handover of critical Data such as (Card Data/ Customer Registration data/ Essentials Keys etc..), coordination during and post Transitions without any commercial implications.
6. Not able to Adhere to the expected SLA's.



### **3.15 Termination for convenience**

The Bank, by 90 days written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time its convenience. The notice of termination shall specify that termination is for the Bank's Convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. All necessary support and the above mentioned clauses with respect to Reverse Transition mechanism to be strictly followed by the Bidder.

### **3.16 Jurisdiction**

The jurisdiction of the courts shall be in Pune.



## 4 Service Level Agreement

PDCC Bank expects that the Bidder shall be bound by the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. PDCC Bank requires the Bidder to provide reports for all availability and performance parameters a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly.

However, all Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by PDCC. Audits will normally be done on monthly/quarterly basis or as required by PDCC Bank and will be performed by PDCC Bank or PDCC Bank appointed third party agencies.

The most complex transaction under peak load should be successfully completed within a reasonable time

**Solution availability is defined as:  $\{( \text{Scheduled operation time} - \text{system downtime} ) / ( \text{scheduled operation time} ) \} * 100\%$**

Where:

- a. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month
- b. to give the scheduled operation time i.e. 24x7x365. Following will be standard exclusions while calculating availability:
  - Scheduled Application Service provider Switch Routine Maintenance within the agreed Scheduled time
  - Scheduled Application Service provider Upgrades within the agreed Scheduled time
  - Fault of PDCC Banks owned Network Equipment (at ATM end or at hosts end)
  - Force Majeure cases
  - Core Banking Solution Host outages
  - Any other cause attributable to Banks infrastructure
- c. Power failure & Power problems at the bidder site is not considered as an exclusion and if the UPI Application becomes unavailable due to any kind of power problems, the downtime will be considered for the availability calculations
- d. "System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the PDCC Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service by the bidder to the PDCC Bank users and PDCC Bank customers would also account as "System downtime".
- e. Downtime shall commence when either the Bidder's solution is not available either through the Bidder's DC or DR.
- f. Uptime will be computed based on availability of the applications to the Bank's users/customers irrespective of availability of servers either individual servers/clusters. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system /



- service degradation will be considered for downtime calculation.
- Response to downtime issues may be offsite support or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.
  - When the UPI Applications is rendered Unavailable for any of the above-mentioned reasons, selected bidder will notify the PDCC Bank and give clear explanation of the reason for the unscheduled downtime and the expected time for Resumption of service.
  - In case, the scheduled maintenance cannot be completed within the expected time, vendor will immediately inform the PDCC Bank in writing via E-Mail and orally via Mobile / Telephone to the Banks' Designated official.
  - On Resumption of Service, vendor will within 15 minutes of Resumption of service inform the PDCC Bank in writing via E-Mail and orally via Mobile / Telephone to the Banks' Designated official.

**The bidder shall not be penalized for any SLA breach outside the scope of bidder.**

Solution	Uptime	Penalty
UPI Application Solution	99.00%	<p>=Percentage default x Monthly cost*.*</p> <p><b>Monthly Cost = (Total Software Solution Cost for five year)/(Contract Period(in Yrs) *12)</b></p> <p><b>Example:</b> The Uptime in the month is 96%, then penalty amount would be</p> <p><b>Percentage Default:</b> (99.99 -96) = 3.99%</p> <p><b>Penalty Amount = 3.99%x Monthly cost</b></p>

**Note:**

- MIS on uptime to be provided by the successful bidder is to include, amongst others, card type used for transaction, geographic location of the transaction originating at UPI Application, authentication mode of transaction, ATM / POS wise volume and value of transactions, transaction type wise (e.g. Withdrawals, Deposits, Enquiries, RBI proposed Electronic Benefit Transfer etc.).
- The MIS is to be submitted on a weekly basis and / or at the periodicity required by the bank. MIS reports on an ad hoc basis should be provided as and when required by the bank. The regular MIS must be generated in an automated manner, i.e. without manual intervention in data input, aggregation or formatting. All new MIS requirement should be automated within a month's time of intimation by the Bank. Any fault / issue / defect / failure intimated by PDCC Bank through any mode of communication like call / e-mail / fax etc. are to be acted upon, so as to adhere to the service levels.
- Bidder should also provide user documentation, system administration manuals, training material, disaster recovery plan and user acceptance test reports etc. as and when requested by the Bank. Such documentation must be made up to date at a periodicity of not more than six months. A document detailing the version number of the updated document must be submitted



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to the PDCC Bank within a month of the end of every six monthly period.

Note: - Brief Performance Requirement and corresponding SLA's will be defined and finalized during agreement with new vendors in mutual discussions.



## 5 Annexure & Appendix

Bidder has to maintain the Compliance with respect to Scope of work briefly elaborated in Scope sections.

### 5.1 Appendix – 1 Commercial Bill of Material

Bill of material about this RFQ has been briefly specified in File (File name “Appendix - 1 Commercial Bill of Material.xls”).

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BILL OF MATERIAL		
S.no	Guidelines	
1	<b>Overall</b>	
1	All monetary figures are to be quoted in Indian Rupees (INR) only.	
2	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFQ and the addenda in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.	
3	Bank is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors the Bank will evaluate the Bid as per provisions contained under RFQ document.	
4	In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination	
5	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFQ response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).	
6	The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, etc. exclusive of only applicable Service Tax, GST etc which shall be paid / reimbursed on actual basis on production of bills. Any increase in these taxes (excluded taxes) will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank.	
7	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs	
8	The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.	
9	The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.	
10	The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence the Bank does not expect the bidders to delete necessary rows.	
11	Any addition/reduction in the resource or infrastructure quantities will be on pro-rata basis arrived from the respective managed services cost	
12	PDCC will ONLY consider quotes in Commercial Bill of Material document as the 'Commercial Bid'.	
13	The number of resources and price mentioned by the bidder will be fixed for the current scope. The pro-rata cost will be paid for all increase and decrease in devices during the tenure of the contract	
14	Upon finalization of the contract, the 'Commercial Offer' will be firm for the period of contract and would NOT change due to any factor however bank at its discretion have authority to descope the contract.	



## 5.2 Annexure – 1 Covering letter for Technical Bid and Commercial Bid.

Below fort are the Covering Letter for Technical Bid and Commercial Bid, Bank expect the communicated from the bidder in below given format.

To,

To,

Dy. General Manager

Pune District Central Co-operative Bank Ltd. Head Office:

B/4, B. J. Road,

Pune, Pin – 411 001

Having examined the BID (RFQ No.: PDCC/IT-RFQ/21-22/01 Date - 08/03/2022) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFQ and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver services and complete the project in accordance with the scheduled timelines.

We agree to abide by this bid for the period of 180 days from the date fixed for Technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the bank is not bound to accept the lowest or any bid the bank may receive.

We don't have any objections regarding this RFQ document and the evaluation process adopted by Bank.

Place:

Dated: this day of 2022.

.....  
(Signature)(In the Capacity of)

Duly authorized to sign bid for and on behalf of



### 5.3 Annexure – 2 Bidder Information Format.

#### Bidder Information Format

Particulars to be provided by the bidder in below format, in response to - RFQ Reference no. PDCC/IT-RFQ/21-22/01.

Sr. No.	Particulars	Response from the bidder
1	Name of the bidder	
2	Year of establishment and constitution: Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile, Domestic & International presence, Alliance and joint ventures	
9	Gross revenue of the bidder Year 2019-20 Year 2020-21 Year 2021-22 Documentary proofs are to be enclosed	
10	Net Worth of the bidder Year 2019–20 Year 2020-21 Year 2021-22 Documentary proofs are to be enclosed	
11	Details of the similar assignments executed by the bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
12	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
13	Details of the bidder’s proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	



**Declaration:**

1. We confirm that we will abide by all the terms and conditions contained in the RFQ.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFQ, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposition and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date fixed for bid opening.
5. We confirm that we have noted the contents of the RFQ and have ensured that there is no deviation in filing our response to the RFQ and that the Bank will have the right to disqualify us in case of any such deviations.

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
(Name and address of the bidder)  
(Company Seal)

**5.4 Annexure – 3 Format for Performance Bank Guarantee**

FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY (ON A NONJUDICIAL STAMP PAPER OF RS.100.00)

To:

**Dy. General Manager**  
**Pune District Central Co-operative Bank Ltd.**  
**Head Office: 4 B, B. J. Road,**  
**Pune,Pin-411 001**

WHEREAS (herein after called “the Bidder”) has submitted its bid dated (date of submission of bid) for providing the \_\_\_\_\_ (Scope of Work) in response to Pune District Central Co-operative Bank’s Request for Quotation ( RFQ ) No. REF No.: PDCC/IT-RFQ/21-22/01 dated 08.03.2022 (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) (herein after called “the Bank”) are bound unto PUNE DISTRICT



RFP No.: PDCC/IT-RFQ/21-22/01 Date: 08.03.2022

CENTRAL CO-OPERATIVE BANK (herein after called “the Beneficiary”) in the sum of INR \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) for Which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CONDITIONS of this obligation are:

*If the Bidder, having been notified, by the beneficiary, as selected Service Provider for UPI Application Solution on ASP Model*

*Service Provider for UPI Application, during the period of contract fails to provide services or perform obligations in accordance with the aforesaid RFQ and Contract, as bidder;*

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

This guarantee will remain in force up to 69 months from the date of signing the contract i.e. up to \_\_\_\_\_ (date of expiry which should be a minimum of contract period), and any demand in respect thereof should reach the Bank not later than the above date. Notwithstanding any other term contained herein:

1. This guarantee shall be valid only up to . . . . . (Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
2. The total liability of Bank under this guarantee shall be limited to INR ..... (Rupees .....only)

Place:

SEAL

SIGNATURE.

Code No.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.