



ALLAHABAD UP GRAMIN BANK
(HEAD OFFICE: BANDA)

CBS Project Office

Titanium Block-C
Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow-226010
(UP)

REQUEST FOR PROPOSAL (RFP)

FOR

**IMPLEMENTATION OF SOFTWARE SOLUTION FOR
MOBILE BANKING WITH M-COMMERCE
AND IMMEDIATE PAYMENT SERVICE (IMPS) SWITCH SOLUTION**

COST OF THE RFP: Rs 2500/- (Rupees Two Thousand Five Hundred only)

RFP No.: AUPGB/PO/IT/2015-16/M-Banking/RFP-1

Dated: 23.09.2015

OBJECTIVES

ALLAHABAD UP GRAMIN BANK a prominent Regional Rural Bank (RRB) in Uttar Pradesh having presence in 11 Districts of Uttar Pradesh with 650 branches intends to procure and implement a fully-managed and comprehensive software solution *for Mobile Banking with M-Commerce and Immediate Payment Service (IMPS) Switch Solution, through open tendering process. The solution should provide downloadable application software for accessing the Mobile Banking with M-Commerce and Immediate Payment Service (IMPS) Switch Solution and will include installation, integration, customization, implementation & maintenance of the software.*

This RFP seeks to engage a vendor who has the capability and experience of providing application software, capable of delivering such comprehensive solution for providing Mobile Banking with M-Commerce and Immediate Payment Service (IMPS) Switch Solution.

This tender is meant for the exclusive purpose of bidding as per the terms & conditions and specifications indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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SECTION-I**INVITATION FOR BID (IFB)****RFP No.: AUPGB/PO/IT/2015-16/M-Banking/RFP-1****Dated: 23.09.2015**

1. ALLAHABAD UP GRAMIN BANK intends to have Mobile Banking with M-Commerce and Immediate Payment Service (IMPS) Switch Solution (here after as Mobile Banking Solution). The project will cover software installation, Integration, Customization, Implementation and Maintenance of the software as per the requirement/ specifications, terms and conditions in this RFP.
2. In this connection, Technical bids are invited from eligible bidders for a Comprehensive Software solution for Mobile Banking Solution. **Online reverse auction would be adopted for obtaining commercial quotes from the technically qualified bidders at later stage.**
3. Interested Bidders may obtain further information from ALLAHABAD UP GRAMIN BANK, CBS Project Office, Titanium Block-C, Shalimar Corporate Park, Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (UP), India.
4. A complete set of RFP for the above purpose can be downloaded from the Bank's official website <http://www.allahabadgraminbank.in>.
5. The bidder who has downloaded the RFP from website, is required to submit a non-refundable fee of Rs. 2500.00 (Rupees Two Thousand Five Hundred only) in the form of DD or Banker's Cheque in favor of **ALLAHABAD UP GRAMIN BANK, payable at Banda** at any time within the last date and time of submission of bid, failing which the bid of the concerned bidder will not be entertained.
6. A complete set of Request for Proposal (RFP) can also be obtained from the following address during office hours on all working days either in person or by post on submission of a written application along with a non-refundable fee of Rs 2500/- (Rs 250/- extra in case of Courier) in the form of Demand Draft or Banker's Cheque in favor of **ALLAHABAD UP GRAMIN BANK, payable at Banda**.

ALLAHABAD UP GRAMIN BANK
CBS Project Office
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow-226010 (UP), India
Email - gm.crpt.augb@gmail.com

7. The RFP Details are as follows:

7.1 RFP reference	AUPGB/PO/IT/2015-16/M-Banking/RFP-1
7.2 Price of BID (RFP) (non-refundable)	Rs.2500.00
7.3 Courier Charges (if required)	Rs.250.00
7.4 Bid Security	Rs.250000.00

7.5 Date of commencement of sale of RFP	23.09.2015 12:00 Hours IST
7.6 Date and time for Pre-Bid Meeting	09.10.2015 12:00 Hours IST
7.7 Last date and time for sale of RFP	28.10.2015 12:00 Hours IST
7.8 Last date and time for submission of Bid	28.10.2015 15:00 Hours IST
7.9 Place of Submission of Bid	ALLAHABAD UP GRAMIN BANK CBS Project Office Titanium Block-C Shalimar Corporate Park Plot No-TC/G-1/1 Vibhuti Khand, Gomti Nagar Lucknow-226010 (UP), India
7.10 Date and time of opening Technical Bids	28.10.2015 16:00 Hours IST
7.11 Date and time of online reverse auction	To be notified later to the eligible bidders
7.12 Place of opening of Bids	Same as point no.7.9 above
7.13 Address for communication	As above E-mail: gm.crpt.augb@gmail.com

8. The Technical Bids will be opened in the presence of the bidders representatives who choose to attend on the specified date and time. The indicative commercial bids of only technically qualified bidders will be opened and the lowest quote obtained through indicative commercial bids may be fixed as start price for the subsequent reverse auction to be carried out. However Bank may decide to fix the start price lower than the lowest indicative quote at its discretion. The online reverse auction process will be adopted for obtaining commercial quotes from the technically qualified bidders on separate date and time which will be notified separately.
9. All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above address on or before specified date and time indicated above.
10. No further discussion/interface will be entertained to bidders whose bids have been technically disqualified.
11. Non-attendance at the Bid opening will not be a cause for disqualification of a bidder.
12. ALLAHABAD UP GRAMIN BANK reserves the right to accept or reject any Bid, 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 the Bank's action.

**THE CHIEF MANAGER
ALLAHABAD UP GRAMIN BANK**

SECTION II**INSTRUCTION TO BIDDERS (ITB)****I N D E X**

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INSTRUCTION TO BIDDERS (ITB)

1. INTRODUCTION

- 1.1 ALLAHABAD UP GRAMIN BANK, a RRB established under the Regional Rural Bank Act, 1976 and is listed in the 2nd Schedule which classifies "Scheduled Banks" under section 42 and 2(e) of RBI Act, 1934 and is thus at par with the nationalized bank, having its Head Office at D.M. Colony, Civil Lines, Banda-210 001 (UP), India, hereinafter called "**The Purchaser**", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called **Request for Proposal** or **RFP**, to the vendors for Installation, Integration, Implementation, and Maintenance of Mobile Banking solution as per specifications, terms and conditions in this RFP.
- 1.2 This tender is meant for the exclusive purpose of bidding as per the terms & conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.3 The RFP for all intents and purposes is final. However Bank reserves the right to bring about any changes in requirements/ scope and the same will be communicated to the bidders well in advance so as to allow the bidders' sufficient time to prepare their proposal.

2. ELIGIBILITY CRITERIA

Before submitting the bid, the bidder must ensure that it fulfils the following eligibility criteria:

- 2.1 The bidder should be in existence for a minimum period of **Three** years in India.
- 2.2 The bidder is a registered company/ Partnership Firm in India Registered under Company Act 1956/Partnership Act 1932. The Certificate of Incorporation, Certificate of Commencement of Business issued by the Registrar of Companies, The Memorandum and Articles of Association and a copy of Deed of Partnership are to be provided.
- 2.3 The bidder shall be the owner/ certified or authorized agent/ reseller/ partner of the solution offered.
- 2.4 The bidder should be in this line of activity and should have executed similar projects in Public/ Private sector banks/RRBs during last **Three** years in a minimum of **One** Public/ Private Sector Bank/RRBs in India. The solution offered should be currently running successfully.
- 2.5 The solution/ product offered should be compatible with all the guidelines issued by regulatory/ government bodies. Certificate for satisfactory functioning/ successful running of the software solution from Banks to be submitted.

- 2.6 The bidder should have a healthy level of sales in similar line of activity.
- 2.7 The bidder should be a profit making for the last **three** years and financially sound company. (Audited Financial statement for last two years 2012-13, 2013-14 and audited/ provisional financial statement for the year 2014-15 is to be submitted).
- 2.8 The bidder shall have its own support center at Lucknow or support personnel with suitable technical qualifications and adequate experience in managing and maintenance of the solution offered.
- 2.9 The bidder should not have been blacklisted by any Government/ Government agency in India. The bidder in their company's letter shall provide undertaking to this effect.
The bidder shall furnish relevant documents supporting the above eligibility/ qualification criteria along with the technical bid. The Bank reserves the right to verify/ evaluate the claims made by the bidder independently.

3. TWO BID SYSTEM TENDER

- 3.1 Separate Technical & Commercial Bids in duplicate (ONE ORIGINAL AND ONE COPY), duly sealed and super scribed 'Technical Bid - Mobile Banking Solution' and 'Commercial Bid - Mobile Banking Solution' shall be submitted as per bid details given in the RFP.
- 3.2 Also, the bidder has to submit a soft copy of the complete technical bid on a CD superscribing "Soft Copy of Technical Bid against RFP No: AUPGB/PO/IT/2015-16/M-Banking/RFP-1 dated : 23.09.2015" along with the technical bid. The bidder **should not** furnish the soft copy of the commercial bid.
- 3.3 The bidder will take care in submitting the Bid duly signed and properly filled so that the papers are not loose. The Bids, which are not sealed as indicated above, are liable for rejection.
- 3.4 The tender not submitted in the prescribed format or incomplete in details is liable for rejection. The Purchaser is not responsible for non-receipt of quotation within the specified date and time due to any reason including postal delays or Holidays.
- 3.5 **COPY BID:** PLEASE NOTE THAT COPY BID OF BOTH TECHNICAL AND COMMERCIAL OFFERS HAVE TO BE SUBMITTED ALONG WITH THEIR ORIGINALS IN SEPARATE SEALED ENVELOPES. OFFERS RECEIVED WITHOUT COPY BIDS ARE LIABLE TO BE REJECTED.
- 3.6 **ENVELOPE -I (TECHNICAL OFFER)**

- 3.6.1 The technical bid will be evaluated for technical suitability as well as for other

terms and conditions.

- 3.6.2 The bidder must have to offer complete Software/ solution/ system that is already developed, tested and implemented in at least one Public Sector Bank/ Private Sector Bank/RRBs in India. Pilot or part implementation will not be considered.
- 3.6.3 It is mandatory to provide the technical details in the exact format of technical Specifications given in the RFP. Correct technical information of the solution being offered must be filled in. Filling of the information using terms such as "OK", "Accepted", "Noted", "Compliance" are not acceptable. The Purchaser reserves the right to treat offers not adhering to these guidelines as unacceptable.
- 3.6.4 All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.
- 3.6.5 The Purchaser shall not allow/ permit changes in the technical specifications once it is submitted.
- 3.6.6 The offer may not be evaluated by the Purchaser in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.
- 3.6.7 The relevant information regarding the Mobile Banking Solution Software should be submitted along with the offer. Non-submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.
- 3.6.8 The **Complete Solution** (Installation, Integration, Customization, commissioning and Maintenance) of the solution will be the sole responsibility of the bidder. The Purchaser will not enter into any separate contract for the solution with any third party. Version number of the software, if any, must be mentioned. It is required to indicate if the solution requires any particular version of the operating system for compatibility.
- 3.6.9 The Technical Bid must not contain any price information.
- 3.6.10 The Technical Bid shall comprise of
- i. Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal (Copy of letter of Authorization to be submitted).
 - ii. Table of Contents (List of documents enclosed)
 - iii. Bid Form (**Annexure-III**)
 - iv. Details of hardware, Operating System and any special software as per the requirement of the solution at Data Centre/ Project Office, Lucknow and Disaster Recovery Site, Bangalore (Annexure - I).

- v. Technical Requirement of the Bank as specified in Annexure – I.
- vi. Deliverables as detailed in this RFP.

3.7 ENVELOPE-II (COMMERCIAL OFFER)

- 3.7.1 The Price schedule should be submitted in Commercial Bid Only. The price bid should contain complete cost of the solution as per the RFP.
- 3.7.2 The Price schedule should be furnished as per RFP in the format as per the Bill of material and technical specifications.
- 3.7.3 The bidder should quote for MOBILE BANKING SOLUTION as per the bill of material.
- 3.7.4 Price must be quoted in Indian Rupees Only.
- 3.7.5 The price bid should be as per the solution required to meet the terms & conditions and specifications of the RFP.
- 3.7.6 The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner.
- 3.7.7 It is absolutely essential for the bidders to quote the lowest price for the solution in their own interest.

4 NON-TRANSFERABLE TENDER

This tender document is not transferable. Only the bidder, who has purchased this tender in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

5 ALTERNATIVE OFFERS

The offer should specify **only a single solution**, which is cost-effective and meets the tender specification and should not include any alternatives.

6 ERASURES /ALTERATIONS

The offers containing unauthenticated erasures or alterations will not be considered. Therefore, there should be no unauthenticated hand written material, corrections or alterations in the offer. If such unauthenticated erasures or alterations are present these should be initialed by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid.

7 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for these costs, regardless of the

conduct or outcome of the bidding process.

8 CONTENTS OF RFP

8.1 The requirements, bidding procedures and contract terms are prescribed in the RFP. In addition to the Invitation for Bids the RFP includes:

- a) **Instruction to Bidders (ITB)**
- b) **Conditions of Vendor Selection (CVS)**
- c) **Conditions of Procurement**
- d) **Schedule of Requirements Specification and Formats**

8.2 The Bidder is expected to examine all instructions, annexures, specifications and terms and conditions in the Bidding Documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9 CLARIFICATION OF RFP

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation For Bid (IFB). The Purchaser will respond in writing to any request for clarification of the RFP, which it receives 2 (two) working days prior to the date of Pre-Bid Meeting.

10 PRE-BID MEETING

10.1 The prospective bidders who have purchased a copy of the RFP or submitted the bid price (for downloaded RFP) may like to attend a pre-bid meeting to be held as indicated in the Invitations for Bids after publication of RFP and well before the last date for receipt of bids. Upto a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.

10.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage. The issues/ questions to be raised must be in writing. The Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

10.3 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made by the Purchaser exclusively through the issue of an Addendum which shall be uploaded in the Bank's website and no individual correspondence shall be made.

10.4 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

11 AMENDMENT OF RFP

- 11.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.
- 11.2 All prospective Bidders who have purchased the RFP will be notified of the amendment through addendum which shall be uploaded in the Bank's website and will be binding on them.
- 11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bid.

12 LANGUAGE OF BID:

The bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder & the Purchaser shall be written in English.

13 BID SECURITY

- 13.1 The bidder shall furnish as part of its bid, bid security of **Rs 2, 50,000/- (Rupees Two Lakh Fifty Thousand only)**
- 13.2 The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.
- 13.3 The bid security shall be denominated in INDIAN RUPEES only and shall be any one of the following forms.
- 13.4 A bank guarantee issued by a Scheduled Indian Bank or a Foreign bank located in India in the Form (**Annexure-IV**) provided in the RFP and valid for forty five (45) days beyond the validity of the bid;

Or

A Demand Draft or Pay Order issued in favor of "ALLAHABAD UP GRAMIN BANK" and payable at Banda.

- 13.5 Any bid not secured in accordance with ITB Clause-13.1 and 13.3 above will be rejected by the Purchaser as non-responsive.
- 13.6 Bid shall remain valid for 180 days after the date of opening of Technical Bid prescribed by the Purchaser, pursuant to ITB clause-19. Therefore, the bid security will have to be submitted for a period of (180+45) days. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.7 The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form.
- 13.8 The bid security of the unsuccessful bidders will be returned after the completion of the process, whereas the bid security of the finally selected bidder will be

returned after the submission of the Performance security.

- 13.9 In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by email. The bid security provided under ITB Clause-13 shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after the completion of the process.

14 FORMAT AND SIGNING OF BID:

- 14.1 The Bidder shall prepare two copies each of the Technical & Commercial bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. Original copy of bid security should be submitted with the original bid.
- 14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The person or persons signing the bid should initial all pages of the bid except for un-amended, printed literature.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

15 SUBMISSION OF BID

- 15.1 The Bidders shall seal the original and copy bids separately.

15.1.1 Thus there will be 2 outer envelopes named as Original Bid and Copy Bid.

15.1.2 Original Bid packet should contain two sealed packets of which one will contain original Technical bid for Mobile Banking Solution Software, the original bid security and the other sealed packet original commercial bid, and the Copy Bid Packet should contain copies of the Technical bid and copies of commercial bid sealed in separate packets for Mobile Banking Solution Software.

- 15.2 The two Outer envelope for each Packet marked as "ORIGINAL BID" and "COPY BID" shall be duly marked as "DO NOT OPEN BEFORE 28.10.2015 16:00 Hrs".

15.3 In addition to the above marking, each envelope must be super-scribed with the following information:

- a) RFP Reference Number
- b) Quotations for Mobile Banking Solution
- c) Name and Address of Bidder

This will enable the Purchaser to return the bid unopened in case it is declared unacceptable for any reason whatsoever.

15.4 All the inner and outer envelopes shall be addressed to the Purchaser at the address given below:

**The Chief Manager
Allahabad UP Gramin Bank
CBS Project Office
Titanium Block-C
Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow-226010
(UP), India**

15.5 If the outer envelope are not sealed and marked as required by ITB Clause-14.1 & 14.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

15.6 If any inner envelop is found to contain both technical and commercial bids, then that bid will be rejected summarily. If any outer envelope is found to contain only the Technical Bid or Commercial bid, it will be treated as incomplete and will be liable for rejection.

15.7 Telex, Cable, Facsimile or E-mail Bids will be rejected.

16. DEADLINE FOR SUBMISSION OF BID

Bids must be received by the Purchaser at the address specified under ITB Clause 15.4 no later than the time and date specified in the IFB. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with ITB Clause-11, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BID

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, in Invitation For Bid, will be rejected and returned unopened to the Bidder.

18. MODIFICATION AND WITHDRAWAL OF BID

18.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause -15. A withdrawal

notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 18.3 No bid may be modified subsequent to the deadline for submission of Bids
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to ITB Clause – 13.6.

19. BID OPENING:

- 19.1 The Purchaser will open only the Technical Bids as per the schedule mentioned in IFB. The Purchaser will notify the date and time of online reverse auction to the technically qualified bidders on later date after the technical evaluation.
- 19.2 Attendance of all the authorised representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- 19.3 Each Bid will be numbered serially, signed and dated by the four Officers of the Purchaser, on the first page. Each page of the bid will also be initialled with date, by two Officers of the Purchaser.
- 19.4 The following details will be announced at the bid opening:
- a) Bidder's names
 - b) Bid Modifications or withdrawals
 - c) Technical Details (in case of Technical bid opening)
 - d) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Purchaser, at its discretion, may consider appropriate.
- 19.5 Alterations in the bids, if any, made by the bidder/ companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/ company's executive who has signed the bid or by the bidder/ company's representative authorised by the executive who has signed the bid.
- 19.6 Wherever any erasing or cutting is observed, the substituted words would be encircled and initialled by the bank officer singly and the fact that such erasing/ cutting of the original entry were present on the bid at the time of opening should be recorded.
- 19.7 An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
- 19.8 Bids (and modifications sent pursuant to ITB Clause-18.2) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
- 19.9 Commercial bids of those bidders who have not been technically qualified will be returned unopened to the concerned bidders at their recorded address.

19.10 The Purchaser must prepare proceedings of the bid opening.

20 CLARIFICATION OF BID

To assist in the scrutiny, evaluation and comparison of offers the Purchaser may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

21 PRELIMINARY EXAMINATION

21.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.1.1 Bids from Agents without proper authorisation from the owner of the software shall be treated as non-responsive.

21.2 Arithmetical errors if any will be rectified on the following basis.

21.2.1 If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

21.2.2 If there is a discrepancy between words and figures, the amount in words will prevail.

21.2.3 If the bidder does not accept the correction of errors as per ITB clause 21.2.1 & ITB Clause 21.2.2, its bid will be rejected.

21.3 The Purchaser, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.

21.4 Prior to the detailed evaluation, pursuant to ITB Clause-22, the Purchaser will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations form or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Contract Terms, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

22 EVALUATION OF BIDS:

22.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause-21.

22.2 EVALUATION OF TECHNICAL BIDS

22.2.1 The Technical Bids opened pursuant to ITB Clause-19 will be evaluated by the Purchaser on the basis of following criteria:

- a. Completeness of the Technical bid in all respects and availability of all information/ details asked for vide ITB Clause-3.6.
- b. Responsibilities including scope and deliverables as per RFP.
- c. Capabilities of the solution to meet all the functional requirements specified in this document.
- d. Point to point conformity of the solution offered to the Technical specifications provided in the RFP as per the methodology that Bank would adopt is given below:

(i) The requirement is in the form of a table which is containing the required functionality features.

(ii) The bidders should indicate their response to the questionnaire in the column "Response" and provide the corresponding score value in the column "Score".

(iii) The Response & corresponding Score should be as per table below:

Sl.No.	Request	Response	Score
1.	Functionality is not available and will not be made available by the bidder	N	0
2.	Required features readily available and to be provided by the bidder	A	5
3.	Customizable without cost*	C	2
4.	Customizable with cost*	Z	0

(iv) Response other than 'N', 'A', 'C', 'Z' is not acceptable. If any bidder provides response other than 'N', 'A', 'C' or 'Z' then the same will be treated as NOT available means 'N'.

* All initial customization items will have to be completed/ delivered within 45 days from the date of issuance of purchase order. Bidder is required to provide details of available know-how to complete the customization within specified time frame. In case Bank considers the readiness inadequate/ difficult to complete in the time frame then the same would be considered "Functionality not available". The cost of customization, if any, has to be factored in the overall cost and Bank would not pay anything extra for any development or implementation.

Basis for evaluation:

The marks allotted to the responses of the bidder after carrying out above step would be reduced to a scale of 1 to 100 as under:

Total Marks obtained
 ----- X 100
 Max. Possible Marks

22.2.2 The technically short-listed bidders (who fulfil eligibility criteria & Purchaser discretion on evaluation basis pursuant to 22.2.1) are required to give presentation of the solution offered before the technical evaluation committee of the Purchaser as per the date and time to be communicated by the purchaser.

22.2.3 The Purchaser at its discretion may carry out an operational evaluation (benchmarking) of the solution offered by short-listed bidders at sites convenient to the Purchaser.

22.2.4 Bank along with the bidder may undertake visit to those sites where the solution has been implemented and the cost of such visits has to be borne by the respective bidders.

22.3 Indicative Commercial Bids

The indicative Commercial Bids (as per Annexure - II) of the technically qualified bidders would be opened later by the Bank and quotes contained therein are not for commercial evaluation to determine L1 bidder. The lowest quote obtained through indicative commercial bids will only be used to fix as a start price for subsequent online reverse auction to be carried out. **However, Bank may decide to fix the start price lower than the lowest indicative quote at its discretion.**

22.4 Determination of L1 Bidder and Awarding of Contract:

After the opening of Indicative commercial bids, Bank will conduct the **Online reverse auction** through its service provider (M/s Antares Systems Limited) as per the Business Rules and Terms & conditions of E-Tendering given in **Annexure X**.

The technically qualified vendors will participate in the Online Reverse auction process.

The L1 (Lowest) bidder will be decided on finalization of prices **through Online Reverse auction**.

After the completion of online reverse auction event, all the bidders participated in the online reverse auction have to submit the Price breakup as per Annexure-II of RFP.

Failure or refusal to offer the services/goods at the price committed through Online Reverse Auction shall result in forfeit of the Bid Security and/or Performance Security to Bank, which may please be noted.

23 CONTACTING THE PURCHASER:

23.1 Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the bid opening to the time of final selection of the vendor.

23.2 Any effort by a Bidder to Influence the Purchaser in the bid evaluation, bid comparison or contract award decisions if any may result in the rejection of the Bidder's bid.

24 POST QUALIFICATION:

24.1 In the absence of pre-qualifications, the Purchaser will determine to its satisfaction whether the Bidder selected is qualified to perform the contract.

24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.

24.3 An affirmative determination will be prerequisite for selection. A negative determination will result in rejection of the Bidder's bid.

25 PURCHASER'S RIGHT

25.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, 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 the Purchaser's action. Bank reserves the right to modify any terms, conditions and specifications of the RFP.

25.2 Bank reserves the right to obtain revised price bids from the bidder with regards to changes in RFP clauses or if the Bank is not satisfied with the price offered.

25.3 Bank reserves the right to accept any Bid in part or whole.

26 SIGNING OF CONTRACT:

26.1 At the same time as the Purchaser notifies the Bidder that his bid has been accepted, the Purchaser will send the Bidder the Contract Form (**Annexure-VII**) provided in the RFP, incorporating all agreements between the parties.

26.2 Within 21(Twenty One) days of receipt of Contract Form, the bidders shall sign and date the contract and return it to the Purchaser along with the required Performance Security.

26.3 Bank reserves the right to select the next ranked bidder if the selected bidder withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the proposal.

26.4 In case the bidder fails to comply ITB Clause 26.1 and 26.2 or in case the bidder withdraws his proposal after selection as per ITB Clause 26.3 the bid security of the bidder will be automatically forfeited.

27 CONTRACT PERIOD

The contract period for providing Mobile Banking solution will be for a period of Five Years from the date of Agreement. The selected bidder needs to execute a Service Level Agreement (SLA) with the BANK covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed for Mobile Banking solution. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons thereof. Any offer falling short of the contract validity period (Five Years from the date of Agreement) is liable for rejection. The contract period may be extended by another two years at the sole discretion of the Bank and satisfactory performance of the solution.

28 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

- 27.1 The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 27.2 Purchaser reserves the right to make any changes in the terms and condition of the purchase.
- 27.3 No obligation on the part of the Purchaser to meet and have discussions with any vendor and/ or to listen to any representations.

SECTION III**CONDITIONS OF VENDOR SELECTION (CVS)****I N D E X**

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CONDITIONS OF VENDOR SELECTION (CVS)

1 DEFINITION:

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

- (a) "The Contract" means the Contract entered into between the Purchaser and the Vendor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Solution" means the total software/ solution for Mobile Banking, which the vendor is required to provide to the Purchaser in terms of the contract between the vendor and the Purchaser under the Contract.
- (c) "Services" means services ancillary to the Installation, Integration, Customization, Implementation and Maintenance.
- (d) "The Purchaser" means ALLAHABAD UP GRAMIN BANK.
- (e) "The Vendor" means the individual or firm selected by the Purchaser for purchase of Mobile Banking Solution.
- (g) "Day" means calendar day.

2 GOVERNING LANGUAGE:

The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in this language.

3. APPLICABLE LAW:

The contract shall be interpreted in accordance with the Indian Contract Act 1881 and other laws prevalent in India.

4. NOTICES:

4.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's address specified below.

Purchaser: ALLAHABAD UP GRAMIN BANK, CBS PROJECT OFFICE
TITANIUM BLOCK-C, SHALIMAR CORPORATE PARK
PLOT NO-TC/G-1/1, VIBHUTI KHAND,
GOMTI NAGAR, LUCKNOW (UP)-226 010, INDIA.

Vendor: To be filled in at the time of contract signing

4.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5. PERFORMANCE SECURITY

- 5.1 The selected vendor has to furnish performance security (**Annexure-V**) to the Purchaser for an amount of **10% of the value of the contract at the time of signing the contract.**
- 5.2 The performance security should be furnished to the Head Office of the Purchaser.
- 5.3 The performance security is required to protect the Purchaser against risk of selected vendor's conduct during the TCO period.
- 5.4 The performance security shall be denominated in INDIAN RUPEES only and shall be any one of the following forms.
- 5.4.1 A bank guarantee issued by a Scheduled Indian Bank or a foreign bank located in India in the Form (**Annexure-V**) provided in the RFP.

Or

- 5.4.2 A Demand Draft or Pay Order issued in favour of "ALLAHABAD UP GRAMIN BANK" and Payable at BANDA.
- 5.5 The Performance Security will be valid for contract period of **5 years + 45 days** from the date of signing the contract. However depending upon the requirement of the Purchaser the vendor has to extend the period of performance security.
- 5.6 The Performance Security of the vendor may be invoked in case of failure of the vendor to meet the requirements of the Purchaser under the RFP.

6. VENDOR INTEGRITY:

The vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

7. VENDOR OBLIGATIONS:

- 7.1 The vendor is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- 7.2 The vendor will abide by the job safety measures prevalent in India and will free the purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.
- 7.3 The vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 7.4 The vendor is under obligation to supply, install the solution/ software and provide

services as per the contract for the locations/ branches.

7.5 The vendor will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any third party without the prior written approval of the Purchaser.

8 PROJECT MANAGEMENT

The Purchaser and the vendor will nominate a Project Manager each immediately on acceptance of the order, who will be the sole point of contact for the project. However, for escalation purpose, details of other persons will also be given.

9 USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

9.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

9.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract if so required by the Purchaser.

9.4 The vendor shall permit the purchaser to inspect the supplier's account and records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

10 PATENT RIGHTS:

10.1 The Vendor shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Software package or any part thereof in India and abroad.

10.2 In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the solution or any part thereof in India and abroad, the Vendor shall act expeditiously to extinguish such claims. If the Vendor fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Vendor of such claims, if it is made, without delay.

11 FORCE MAJEURE:

- 11.1 The vendor shall not be liable for forfeiture of its performance Security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- 11.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the vendor and not involving the Vendor's fault or negligence and unforeseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 11.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 TERMINATION FOR CONVENIENCE:

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

13 RESOLUTION OF DISPUTES:

- 13.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or, in connection with the Contract.
- 13.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in CP. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum and/ or national arbitration.

14 CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15 ASSIGNMENT:

The vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

16 CORRUPT OR FRAUDULENT PRACTICES:

- 16.1 As per CVC directives it is required that Bidders/ Suppliers/ Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:-
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution;
And
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Purchaser 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 Purchaser of the benefits of free and open competition;
- 16.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 16.3 The Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

17 INCIDENTAL SERVICES:

The Vendor will be required to provide the following services:

- 17.1 Installation, Integration, Customization, Implementation & Maintenance of the solution
- 17.2 Furnishing of appropriate system design and programming services required for development and/ or maintenance of the Solution.
- 17.3 Furnishing of a detailed operations and maintenance manual of the customised solution as per Bank's requirement.
- 17.4 Update, technical guidance of usage of features and functionality, problem solving and troubleshooting, rectification of bugs, enabling features of the software already provided, enabling parameterized features, future product information.
- 17.5 The support will be given in person if problem is not resolved through telephone, fax, letter and E-mail within a reasonable time as the case may be.
- 17.6 The bidder will communicate any such software support like update, to the Bank within a period of one month from the date of release during the TCO period and install the same in the system.
- 17.7 Bank reserves the right to procure the update at an extra cost if the software is not under warranty/ AMC/ ATS.

18 CONTRACT TERMS

- 18.1 The contract period starts after the solution has been accepted at the final destination after proper installation, successful implementation and LIVE RUN of the software.
- 18.2 The vendor has to offer a comprehensive and fully managed support for the software solution for a contract period. Up-gradation to new versions should be provided during this period.
- 18.3 The vendor should provide free onsite and offsite maintenance support during the contract period to take care of any type of disruption in the stabilized operations.
- 18.4 Bidder shall maintain the Mobile Banking Solution under Contract period.

19 PROJECT SCHEDULE

The schedule of activities towards completion of the project is given below:-

- 19.1 System Requirement Specification (SRS) of the Mobile Banking Solution software will be provided to Bank within 15 days from the date of purchase order which will be approved and signed off by the Bank officials within 15 days from the date of submission of SRS.
- 19.2 Delivery of beta version within 30 days of signing of SRS and completion of parameterization and customization of the solution as per this RFP.
- 19.3 Only licensed copies of the software will be supplied and ported at the Mobile Banking solution/ package.

20 ACCEPTANCES & TESTING

- 20.1 The software/ solution will be delivered at Project Office, Lucknow.
- 20.2 The software/ solution after customization will be accepted within 60 days from the date of installation at Data Centre, Lucknow & DRS, Bangalore.
- 20.3 Acceptance Test will be done by the user group as identified by the Bank.
- 20.4 On successful completion of acceptability test, receipt of deliverables etc. and after the Purchaser is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representatives of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful "LIVE" of the software.

21 TERMS OF PAYMENT

- 21.1 The Vendor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate and services performed and by documents submitted and upon fulfilment of other obligations stipulated in the Contract.

21.2 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days of submission of an invoice/ claim supported by all required documents by the Vendor.

21.3 Payment will be made to the Vendor in Indian Rupees only.

21.4. Payment Schedule:

21.4.1. Cost Of Software:

- 21.4.1.1. No advance payment will be made.
- 21.4.1.2. 20% on Delivery and Installation of all deliverables as per RFP.
- 21.4.1.3. 30% on Acceptance or UAT Sign Off
- 21.4.1.4. 40% on LIVE Run
- 21.4.1.5. 10% after 90 day's of successful LIVE run and on submission of PBG.
- 21.4.1.6. Payment for Transaction charges will be made quarterly, at the end of each quarter after sign-off.

22 TRAINING:

22.1 Bidder is required to provide necessary training for technical and operational aspects of the Mobile Banking Solution for 5 working days at Project Office, Lucknow to 50 persons.

22.2 Bidder is required to provide necessary documents (Manuals/ Training Material) in both hard and soft copies to the participants during the training.

22.3 Required training hall and necessary infrastructure will be provided by the Bank.

23 INDEMNITY

23.1 The bidder (Contractor) will indemnify the Bank against all actions, proceedings, claims, suits, damages and if any other expenses for causes attributable to the vendor.

23.2 The total liability of the selected bidder under the contract will not exceed the total cost of the project.

24 CHANGE OF ORDER

24.1 The purchaser may at any time, by written order given to the vendor make changes within the general scope of the purchase order in any one or more of the following:

- a) The Place of delivery/installation
- b) The Services to be provided by the vendor.

24.2 If any such changes causes an increase or decrease in the cost of, or the time required for the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the vendor for

adjustment under this clause must be asserted within 30 days from the date of the vendor's receipt of the purchaser's change order.

25 DELAY IN VENDORS PERFORMANCE

- 25.1 Delivery of the solution and performance of the services shall be made by the vendor in accordance with the time schedule specified by the purchaser in CVS clause 28.
- 25.2 If at any time during performance of the purchase order, the vendor should encounter conditions impeding timely delivery of the solution and performance of the services, the vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the vendors notice, the purchaser shall evaluate the situation and may at its discretion extend the vendor's time for performance, with or without liquidated damages in which case the extension shall be ratified by the parties by amendment of the contract.
- 25.3 Except as provided under CVS clause 11, a delay by the vendor in its performance of delivery obligations, shall render the vendor liable for imposition of liquidated damages, pursuant to clause 26, unless an extension of time is agreed upon pursuant to clause 28 without the application of liquidated damages.

26 LIQUIDATED DAMAGE

Subjected to CVS clause 11, if the vendor fails to deliver or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the solution or under performed services for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 10% of the contract price. Once the maximum is reached the Purchaser may consider termination of the contract pursuant to CVS Clause 12 and the Performance Security submitted may be invoked.

27 TAXES & DUTIES

- 27.1 The vendor shall be entirely responsible to pay all taxes including corporate tax, income tax, license fees, duties, octroi etc. in connection with delivery of the solution at site including incidental services and commissioning except service tax/sales tax/VAT (as applicable).
- 27.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the purchaser shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force.
- 27.3 Service Tax/ Sales Tax/ VAT which will be applicable should be clearly mentioned separately which will be paid by the Bank on actual basis on production of proof.
- 27.4 Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the vendor in

respect of this contract.

28 DELIVERY SCHEDULE

Sl. No.	Deliverables	Schedule
28.1	Preparation and Finalisation of SRS	Within 30 days from the date of purchase order.
28.2.	Delivery of Beta Version of the Mobile Banking Solution	Within 30 days from the date of signing of SRS and completion of parameterization and customization of the solution.
28.3.	Installation and configuration of hardware and system software as per the requirement of the solution	15 days from the date of H/w, System S/w, database etc. made available.
28.4	Configuration & installation of Mobile Banking Solution and Integration of interface utility with CBS/ other systems and Enabling Mobile Banking Solution for test run.	15 days from date of installation of hardware.
28.5.	Testing and implementation of the solution with all the services enabled.	30 days from the date of Enabling and implementation of Mobile Banking Solution for test run.
28.6	Customization issues raised during the testing should be fixed	15 days from date of completion of implementation.
28.7	Acceptance certificate to be issued by the Bank	15 days from the date of closure of successful testing.

29 ORDER CANCELLATION

The purchaser reserves the right to cancel the order in the event of one or more of the following circumstances.

- 29.1 Delay in delivery and installation beyond a period of 90 days from the date of purchase order.
- 29.2 Breach by the vendor of any of the terms & conditions of the tender.
- 29.3 If the vendor goes into liquidation voluntarily or otherwise
- 29.4 In addition to the cancellation of purchase order, the purchaser reserves the right to revoke the Performance security deposit/performance guarantee submitted by the vendor.

30 PUBLICITY

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

31 PAYMENT TERMS FOR FINANCIAL AND NON-FINANCIAL TRANSACTIONS

The vendor/ successful bidder has to provide complete transaction details at the time of invoice submission and bank will verify/ cross check the same with CBS system before making payment for financial and non-financial transactions.

32 OPTION FOR RE-VISITING THE TRANSACTION RATES

Bank may revisit transaction cost for downward revision of the rate if the transaction volume increases substantially after five year period.

SECTION IV**CONDITIONS OF PROCUREMENT (CP)****I N D E X**

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CONDITION OF PROCUREMENT

1 BROAD SCOPE OF WORK

The proposed Mobile Banking Solution should be implemented, tested and proven technology, end-to-end solution on turnkey basis interfacing with Bank's Core Banking Solution i.e. Finacle, ATM Switch/ any other middleware of the Bank with seamless parameterization and customization for successful implementation and which also requires implementation of a central IMPS Switch for routing the transaction to and from NPCI, originated from the Bank's various alternative channels (i.e. ATM, Mobile Banking, Core Banking, Net Banking, USSD, BC locations, Remittance agencies, Multi-Function Kiosks etc.,) used by its customers. The proposed solution should be capable of handling retail as well as corporate customers of Bank on Mobile Channel. The solution should include, but not limited to, the following:

- 1.1 The vendor should implement the application at DC-Site at Lucknow (Production environment), DR-Site at Bangalore (Disaster Recovery) and Test environment. The solution should be configured with automatic replication to DR site with Recovery point objective (RPO) and Recovery time objective (RTO) as specified by the Bank's policy. The selected bidder has to ensure the flawless switching of all the services under purview of this RFP to Disaster Recovery (DR) site during DR drill as and when decided by Bank or in case of non-availability of primary/ DC site.
- 1.2 The proposed solution should be well versed with functionality to support multiple languages, necessarily English & Hindi.
- 1.3 The proposed Mobile Banking Application should offer 99.90% uptime on monthly basis.
- 1.4 A unified mobility platform for mobile browser and rich clients with support for native rendering, common language programming, and advanced capabilities such as image transcoding. Smart phones offering for diverse devices and browsers. Latest innovations from Apple, Google, Blackberry, Windows to be leveraged to deliver best-in-class user experience.
- 1.5 PUSH Notifications support for smart phones (in-app).
- 1.6 The Mobile Banking Solution offered should support:
 - 1.6.1 Both GSM & CDMA mobile operator technologies
 - 1.6.2 All Channels including but not limited to browser based (GPRS/WAP), mobile applications, SMS (encrypted/Plain Text), USSD
 - 1.6.3 All existing mobile handsets, tablets and pads including but not limited to Apple, Blackberry, Nokia, Microsoft, Samsung, HTC, Google, Motorola, Sony, Micromax, LAVA, Alcatel and Nexus etc.
 - 1.6.4 All existing mobile platforms including but not limited to:
 - 1.6.4.1 Apple iPhone iOS 4.2.x, 5.x, 6.x etc. and Apple iPad Tablet with OS 5.x, 6.x
 - 1.6.4.2 Android Phone - ICS, Jellybean 4.x, Gingerbread 2.3.x,

- Honeycomb, Froyo 2.2.x, All Android Tablets - 7", 9.7" and 10.1" and Android official Nexus releases and screen sizes (both Tablets and phones)
- 1.6.4.3 Blackberry Phones 5.x, 6.x, 7.x, 10.x
 - 1.6.4.4 J2ME (MIDP 2.0 compliant)
 - 1.6.4.5 RIM based
 - 1.6.4.6 Windows phones 7.5, 8, 8.1, Windows 8.1 tablets
 - 1.6.4.7 All versions of Symbian based Nokia mobile phones
 - 1.6.4.8 Supports mobile handset software platforms like Java, Brew etc.
- 1.6.5 All browsers including but not limited to Blackberry browser, Android browser, iOS browser, Firefox for mobile, Opera mini, dolphin, safari, chrome (on Android & iOS)
(Any other operating systems, handsets and versions supported to be mentioned)
- 1.6.6 Should support any new/ updated browser within 1 months of launch of browser without any additional cost to Bank.
- 1.6.7 Should support any new handset/ tablet/ pad/ mobile platform within 1 month of launch of the device/ platform without any additional cost to Bank.
- 1.7 All functionalities given in functional specification to be provided. Also, vendor's strategy to keep updating for new functionalities to be provided. Maximum time for incorporating new functionality is 1 month.
- 1.8 The solution should be capable of handling QR Code based transactions, Purchase of Third party product (gold coin, insurance, etc.), Mobile Wallet.
- 1.9 Mobile banking solution should work on multi-layered architecture (Web & Application server, Operating System, Database).
- 1.10 The Bidder should provide Administrator Web portal for accessing customer records/ transaction query with proper risk mitigation measures - configuring limits, velocity check, volume check, per day/ monthly transaction limit check, fraud check etc. Administrator web portal will be accessed by Bank's operations team, support team and Contact Centre agents with specified role and privileges.
- 1.11 To provide secure and effective interface having integrated multi-channel banking i.e. with Bank's Core Banking application and/ or Financial Inclusion Switch/ Internet Banking/ Call Centre/ Complaint Management/ Lead Management, SMS Alerts application etc. as per the requirements for seamless integration without any dependency on or support from the existing application vendors or when the Bank will procure these applications in the future. The mode of interface as suggested should be acceptable to Bank.
- 1.12 To maintain tie-ups and technical integration with NPCI for IMPS (P2P, P2A, P2M, P2U etc.), NUUP, bulk file upload transactions etc. for domestic and foreign transactions as and when required by NPCI or any other service offered by NPCI using IMPS switch as a Gateway, various utility bill

payment companies, consolidators for enabling payment of utility bills, Mobile/ DTH Recharge, Airline/ Train/ Bus Ticketing, Hotel Bookings, Shopping and M-Commerce by customers of the Bank through mobile phones/ tablets using the mobile commerce platform as well as POS based payments. Bank shall not require to interact or do direct business with any utility bill companies.

- 1.13 The offered solution should have various reporting capabilities such as User wise reports, Transaction wise reports, Channel wise reports, No of Registered/ downloaded users, Reports based on filters such as user activity, customer, status, range of date/ time, status etc. Provision to search for customers based on different search filters like name, mobile number, address, age, status etc. to meet requirements of audit at Branch, Regional Office and Head Office level.
- 1.14 The software should provide all mandatory reports including reports to meet requirements of statutory audit at Branch.
- 1.15 The solution should comply with all the Operative Guidelines for Mobile Banking Transactions in India issued by the Reserve Bank of India (RBI) till date. The solution should also comply with any further guidelines and mandates issued from time to time by various agencies like RBI for Mobile Banking Transactions. The bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the solution as required from time to time to comply with any new rules and guidelines issued by RBI/ TRAI/ IBA/ MFI/ NPCI/ GOI/ Bank or any other statutory/ regulatory body for providing the Mobile Banking services to The Bank.
- 1.16 To implement the complete solution as per the technical/ functional specifications given in the RFP document. The look and feel of the application should be finalized in consultation to the Bank. The branding is to be done using the colour and logo of the Bank.
- 1.17 System should have user management functions as per the assigned authority levels in the bank.
- 1.18 The software should be capable of incorporating changes as and when required by the bank on account of change in business process etc.
- 1.19 It should provide technical support towards up-gradation of software in line with changes required by the Bank, regulatory/ government bodies from time to time including training after successful implementation of the software up-gradation.
- 1.20 Total customization of the Mobile Banking Solution as per Bank's requirements.

2. SOURCE CODE

Source code of the solution will be exclusive property of the bidder. However, source code of the solution will be kept in joint custody of Bank & Bidder with the rights to the Bank to have access to the source code in case Bidder discontinues extending support to the system.

3. ESCROW

The escrow will be released to and become the property of the Bank in the event that the contract is terminated for either default or insolvency or should the Bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the contract.

4. LICENSE

The vendor will furnish all the software licenses in the light of Bank's requirement for unlimited period/ perpetual and usages for implementation of the solution. The vendor has to indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses regarding the licenses/ intellectual property rights pertaining to the various software forming part of the Mobile Banking Solution.

5. HARDWARE

The Bidder has to clearly specify the list of hardware with configuration required for the software. The configuration should specify OS and RDBMS with version numbers. Any other software/ utility required for running the Mobile Banking Solution application, with all required licenses should be provided by bidder.

6. PRESENTATION

The Bank may call upon the vendors to carry out product demonstration and/ or product walkthrough, and/ or presentation and demonstration of a specific aspect of the software at the Bank's desired location or, for a product walkthrough, at a mutually agreed location. All the expenses for the above will be borne by the concerned vendor.

7. TRANSFER OF OWNERSHIP

Transfer of ownership of the Mobile Banking Solution will be effective from the date of issuance of acceptance certificate issued by the Bank for Test Implementation as stated in CVS clause 20.

8. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by 3 months' notice in writing of default sent to the Bidder, may terminate this Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Services within the period(s) specified in the Letter awarding the contract, or within any extension thereof granted by the Bank pursuant to CVS clause 28 or
- b) If the bidder and / or third party vendor to whom any of the activity is outsourced/ assigned/ subcontracted fails to perform any other obligation(s) under the Contract.

In the event of the Bank terminating the contract in whole or in part, pursuant to CVS clause 29 or CP clause 8, the Bank 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 Bank for any excess costs for such similar Goods or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

9. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice to the bidder, if the bidder declares bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

10. MAINTENANCE

10.1 MAINTENANCE SUPPORT / SERVICE

During the terms of this agreement the company agrees to maintain the application software in operational order condition and for this purpose will provide the following maintenance service:-

- a) The company shall rectify any defects, faults and bugs in the software and shall rectify/ remove defective module of the software during bank's normal local; working hours on site at no extra cost to Allahabad UP Gramin Bank.
- b) The company agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified above in urgent situation for which no additional cost shall be paid.
- c) The company shall provide repair and maintenance service in response to oral, including telephone notice by Bank within **4 hours** (not including holidays) after such intimation during the hours set forth in cl. 10.1 (a) above.
- d) The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the software concerned will immediately be reinstalled/ recovered with equivalent

affectability/ capability for which no additional expenses are payable to the company.

- e) The company shall ensure that the full functionality of the application software is available to ALLAHABAD UP GRAMIN BANK in proper working condition for 99.90% of the time in every month.
- f) All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment/ solution.
- g) Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the application software/ hardware equipment similar to that covered by this agreement.
- h) The company shall conduct **preventive maintenance** (including but not exhaustive to inspection, testing satisfactory execution of all diagnostics, cleaning once at least in every 30 days in addition to the normal maintenance required as per this agreement, during the currency of this agreement, on a day and at a time to be mutually agreed upon. Notwithstanding the foregoing, the Company recognizes ALLAHABAD UP GRAMIN BANK's operational needs and agrees that ALLAHABAD UP GRAMIN BANK shall have the right to require the Company to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen (15) working days thereafter.
- i) The company shall maintain at ALLAHABAD UP GRAMIN BANK's site a written maintenance and repair log, and shall record therein each incident of application software malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/ invoice to be submitted by the company for payment of AMC Charges.
- j) The company's maintenance personnel shall, subject to clause 10.5 herein is given access to the application when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- k) The equipment shall not be shifted to an alternate site and installed there at during the currency of this agreement without prior to written notice to the company. However if ALLAHABAD UP GRAMIN BANK desires to shift the equipment to a new site and install it there at urgently, the company shall be informed of the same immediately. ALLAHABAD UP GRAMIN BANK shall bear the charges for such shifting and reinstallation and the company shall provide necessary assistance to ALLAHABAD UP GRAMIN BANK in doing so. This agreement after such shifting and reinstallation would continue to be bidding on the company and ALLAHABAD UP GRAMIN BANK provided that the two parties may agree to amend charges for the maintenance services after such an event.
- l) ALLAHABAD UP GRAMIN BANK shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature,

power supply duct, to within the acceptable limits required for application similar to that covered by this agreement.

- m) No term of provision hereof shall be deemed waived and no breach excused unless such as waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or excuse for any other, different or subsequent breach.
- n) If, in any month the company does not fulfil the provisions of clauses 10.1 (c, d & f) the proportionate maintenance charges for that month will not be considered payable by ALLAHABAD UP GRAMIN BANK. In such events the company will credit the proportionate maintenance charges for that month to ALLAHABAD UP GRAMIN BANK against future payments, if due, or refund the amount forthwith to ALLAHABAD UP GRAMIN BANK, on demand.
- o) In case of any upgrade of Hardware, Operating System & Database or any other software required to run the application, the vendor should provide the compatible version of the application to support the existing functionalities under Warranty/ AMC or Contract period.

10.2 PREVENTIVE MAINTENANCE

10.2.1 The company shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning) once at least in every 30 days in addition to the normal maintenance required as per this agreement.

10.2.2 The company shall maintain at bank's site a written maintenance and repair log, and shall record therein each incident of application malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/ invoice to be submitted by the company for payment of AMC Charges.

10.3 PENALTY

In case any requirement is not made usable/ repaired within stipulated time specified in sl. No, 10.1 (d) the company will be required to arrange for an immediate replacement of the same as detailed in sl. no. 10.1 (e) failing which the company will be liable to pay a **penalty of Rs 1000/- per day** which will be realized from the AMC charges payable or from the company directly.

10.4 FORCE MAJEURE

Neither of the parties shall be liable for delay in performing obligations nor for failure to perform obligations if the delay or failure results from any of the following force Majeure, Act of God, or any Govt. Act, fire, earthquake, natural calamity, industrial dispute, civil commotion or anything beyond the control of either party. However the parties shall use all reasonable care & endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the

party shall, in so far as, any be practicable under the circumstances, complete performance of their respective obligations hereunder. Notwithstanding the foregoing if any of the above mentioned events shall preclude the company from meeting any or all of its obligations Hereunder for a period of more than three (3) months; it shall be open to either party to rescind this contract by giving one (1) months' notice.

10.5 SUBCONTRACTING

The company will not subcontract or delegate or permit anyone other than the company personnel to perform any of the work, service or other performance required of the company under this agreement without the prior written consent of the Bank.

10.6 EQUIPMENT ATTACHMENTS

Bank shall have the right to make changes and attachments to the equipment/application, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase the cost of the company of performing repair and maintenance service.

10.7 SECURITY

The company agrees that it and its personnel, will at all times, comply with all security regulations in effect from time to time at Bank's premises and externally for materials belonging to Bank.

10.8 CONFIDENTIALITY

The company acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of conditional and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to realize it only to employees requiring such information, and not to realize or disclose it to any other party. The company agrees to take appropriate action with respect to its employee to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.

10.9 LIABILITY AND INDEMNITIES:

The company represents and warrants that the repair and maintenance service hereby sold to not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The company agrees that it will and hereby indemnify the Bank from any claim, loss or demand action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty/ AMC/ Contract.

10.10 BUSINESS TERMINATION:

In the event that the company shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permits the appointment of the receiver for its business or assets or shall avail itself of, or become subject to any proceedings under any acts or statute of any country or state relating to insolvency or the protection of the rights of creditors, then at the option of ALLAHABAD UP GRAMIN BANK, this agreement shall terminate and be of no further force and effect and any property or rights of any such other property, tangible or intangible, shall forthwith be returned to the bank.

11 ARBITRATION

All disputes and differences of any kind whatsoever arising out of or in connection with this agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement the Bank shall appoint an arbitrator and the decision of the arbitrator shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act.

SECTION V**SCHEDULE OF REQUIREMENTS
SPECIFICATION AND FORMATS****I N D E X**

SL NO	SUBJECT	PAGE NO
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TECHNICAL SPECIFICATIONS**ANNEXURE - I****Mobile Platform:** The solution should support:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Supports Telecom Operator technologies such as GSM, 3G & CDMA/ BREW.		
2.	Supports mobile solution through Access protocols/ channels such as SMS (encrypted, plain text), USSD, NUUP, Browser based (WAP, GPRS, Data), downloadable mobile application and IVR. The Platform should have ready interfaces done for SMS and USSD aggregators.		
3.	Supports all Handset models such as Nokia, Sony Ericson, Motorola, Samsung etc.		
4.	Supports all the available mobile handset operating systems like Windows, Symbian, Linux, Blackberry, Androids, Iphone/ iOS etc.		
5.	Supports mobile handset software platforms like Java, Brew etc.		
6.	Supports Low-end handsets & Tablet		
7.	Any other platform to be specified		

Mobile Banking Services:

Sl.No.	Description	Response (A/C/N/Z)	Score
A.	Banking Account related transaction		
1.	Balance Enquiry for all types 7 of Accounts (SB, CA, CC, OD, TD, RD, PPF, Loans, Credit Card, Demat etc.)		
2.	Mini-Statement for all types of accounts		
3.	Query on Last 5 transactions along with 'Effective Balance' scalable upto 'n' number of transactions in the account		
4.	View history of last 5 transactions scalable up to 'n' number of transactions initiated using the vendor's solution		
5.	Passbook View of the accounts with an option to add remarks to the transactions.		
6.	Debit card hot-listing		
7.	Transaction search		
8.	Fixed Deposit Opening/ Closure		
9.	Recurring Deposit Opening/ Closure		
10.	TDS statement/ Enquiry		
11.	Creation/ Modification/ Deletion of Standing Instructions		
12.	Application must have option for View only/ Transaction		
B.	Banking Service Request		

1.	Cheque Book request		
2.	Cheque Status		
3.	Stop Cheque with an acknowledgement to the user for having registered the request.		
4.	Revoke Cheque with an acknowledgement to the user for having registered the request.		
5.	Demand Draft request		
6.	Debit Card/ Credit Card request		
7.	Purchase Gift card/ Travel card		
8.	Internet banking/ mobile banking registrations		
9.	Statement of Account request		
10.	Account opening request		
11.	Loan request		
12.	Loan Balance Details		
13.	Due Date and installment amount due for payment (for loan accounts)		
14.	Loan Payment History		
15.	Loan Statement/ Certificate Request		
16.	Statement of Accounts through email / courier etc.		
17.	Online Fixed Deposit/ Term Deposit/ Recurring Deposit creation		
18.	Fixed Deposit Renewal & Breaking request		
19.	ATM/ Debit/ Credit Card issue		
20.	Block ATM/ Debit/ Credit Card		
21.	Internet Banking Password re-generation request		
22.	ATM/ Debit/ Credit Card Pin re-generation request		
23.	m-PIN Change		
24.	RTGS/ NEFT/ IMPS /NUUP Message status etc.		
25.	Generation of MMID		
26.	Hot listing of ATM/ Debit Cards/ Credit card		
27.	Call Back services		
28.	Feed Back service		
29.	SMS Alert configuration		
30.	Refer A friend		
31.	Bills due for payments alerts		
32.	FAQ/ Reminders		
33.	New Product information (Configurable)		
34.	Offer Information (Configurable)		
C.	Service Outlet locator (to be synced with maps and GPRS)		

1.	Branch Locator integrated with Maps		
2.	ATM/ Cash Dispenser (CD) Locator integrated with Maps		
D.	Fund Transfer		
1.	Addition/ Modification/ Deletion of Beneficiary		
2.	Self-fund transfer		
3.	Fund Transfer for MMID/ Account		
4.	Third party Intra-Bank fund transfer (through direct and IMPS NPCI - Mobile to Mobile (P2P) and Mobile to Account (P2A)) etc.		
5.	Third Party Inter-Bank fund transfer (through NEFT, RTGS, NUUP and IMPS-NPCI - Mobile to Mobile (P2P)-Inward & Outward, Mobile to Account (P2A) -Inward & Outward, Mobile to Aadhaar Number (P2U) -Inward & Outward or Mobile to Merchant (P2M) - Issuer & Acquire for both Push & Pull Methodologies), Foreign Inward Remittance (FIR)- Both Inward & Outward leg Note: IMPS Service should be available on all channels including Mobile Banking/ Internet Banking/ IVR/ATM/ Banking Correspondents & Branch along with Mobile channel.		
6.	Cash withdrawal though ATM, OTP/ PIN based authentication, allowing other bank customers to withdraw cash from any our ATM using mobile authentication/authorisation.		
E.	M-Commerce		
1.	On Mobile		
2.	IMPS Merchant Payments - Both Issuer and Acquirer		
F.	Utility Bill Payment		
1.	Bill Presentment & Payment services (Utility, Telecom, Insurance, Electricity etc.) through Bill Aggregators		
2.	Mobile/ DTH Recharge		
3.	M-shopping		
4.	Donations to Temples/ Other Donations		
5.	Institution Fee Payments		
6.	Online ticket booking (Air, Train, Bus, Movie).		
7.	Online Tax payment / Govt. Duty payment / Statutory Fee Payment etc.		
8.	Insurance Premium		
9.	Loan Payments		
10.	Subscriptions		
G.	Miscellaneous		
1.	FAQs/ Help on Mobile Banking		
2.	Stock position update (BSE/ NSE), Foreign exchange rates		

3.	Auto Logout post specific inactive time		
4.	Provision to add nickname for account		
5.	Transaction amount limit management		
6.	Feedback/ Complaint lodgement		
7.	E-Banking Blocking Request		
8.	m-Banking Service Request (Registration/Deregistration)		
9.	Request Tracking (Based on Reference No.)		
10.	AADHAR seeding through Mobile Application/ USSD Channel		
11.	Text Chat		
12.	Purchase of Third party product (gold coin, insurance, etc.)		
13.	Support of Mobile Wallet		

Multiple modes of integration: The solution should be able to integrate with back end systems through multiple modes viz.,

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Through Switch (ISO 8583) or any other type used by NPCI		
2.	Web Services/ XML based protocols (supported on all browsers)		
3.	Through Biz Talk, MQ server etc.		
4.	Directly to Core Banking Solution (Finacle), Credit Card and Debit Card Systems through standard Interfaces		
5.	Through Financial Inclusion (FI) Gateway		
6.	Through SMS Provider/ Gateway to send success/ failure SMS receipts etc.		
7.	Through SMTP e-mail Gateway to send emails out to the beneficiary and remitter etc.		
8.	Interface through ATM switch		
9.	Through Middleware		
10.	Through Internet Banking Interface		
11.	Through Socket Connection		
12.	Through HTTP/ HTTPS		
13.	Through SFTP		
14.	Through NEFT		
15.	Through RTGS		
16.	Through USSD (Unified Supplementary Service Data)/ NUUP		
17.	Through NPCI switches for IMPS and application etc.		

18.	API for P2P, P2A, P2U, P2M and file upload to integrate other channels or with partners.		
19.	Support for Code Based Transactions i.e. QR Code		
20.	Standard API/ services for real-time integration with the payment aggregators for the various Alternate Banking Channels, Merchants, Core Banking and FI Gateway		
21.	Any other integration specified with any other Regulatory/ Statutory Bodies		

Security:

Sl.No.	Description	Response (A/C/N/Z)	Score
A.	Handset Level Security		
1.	m-PIN for opening mobile banking application.		
2.	Ability to store access credentials in encrypted format in the user's handset.		
3.	Ability to lock the application due to incorrect MPIN attempts, remotely block access, with auto activation after 24 hours for accounts locked due to three incorrect attempts.		
4.	Auto blocking/ locking of account upon reaching maximum limit of defined transactions.		
5.	Termination of mobile application session and logs off after lapse of defined period of inactivity.		
6.	Audit trails and logging features available in Application server, Web server and Database.		
7.	Ability to deny access to handset that does not meet industry standard.		
8.	Security alert on registered mobile number on account of excessive activity in the account.		
B.	Transaction level Security		
1.	End to End encryption of data transmitted (Symmetric or Asymmetric)		
2.	Minimum two factor authentication with provision for a transaction PIN in addition to m-PIN		
3.	Capability of Integration with Bank's Multi-factor authentication solution		
C.	Platform security & reliability		
1.	Data stored is encrypted in the platform database.		
2.	It should be possible to assign specific rights to platform administrators for secure and restricted access.		
3.	Platform to be able to support for SSL transactions and external Certifying Authority.		
4.	Solution to be integrated with HSM system.		
5.	m-PIN generation and validation through HSM for opening mobile application.		

6.	To have secure interfaces to various hosts systems		
7.	The Web-portal to comply with OWASP (Open Web Application Security Project) standards/ guidelines		
8.	Standard algorithms like AES or RSA or 3DES used with minimum encryption strength of 256 bit for end to end transaction.		
9.	Platform to support PKI scheme.		

Registration:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	<p>Application to support multiple channels for registration:</p> <ul style="list-style-type: none"> a. Bank Branch with option of bulk registration. b. Registration through ATM. c. Registration through Internet banking system. d. Registration through POS devices e. Web portal registration. f. Registration through call centers or bank branches. g. Registration through SMS. h. Registration through referral by active mobile banking users i. Multi-function kiosk j. Contact Center/ IVR <p>Note: Mobile No. should be verified from Bank's CBS</p>		
2.	An audit trail of all the registrations done with details of the mode of request, who activated, date, time, etc., should be stored in the database.		
3.	Provision for setting limits for each users/ group. The limits to include per transaction limit, per day/ week/ month transaction amount limit, per day/ week/ month number of transaction limit, minimum/ maximum amount per transaction limit.		
4.	Support for creation of users through bulk file upload should be available. The file upload should support fixed length and delimiter separated file format.		

Additional Features / Capabilities: The solution should have the following capabilities:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Support for mobile commerce and NFC transactions (proximity transactions)		
2.	Access through a downloadable mobile link as well as through remote server		
3.	Download of Mobile Banking application through: URL sent in the SMS for successful registration/ INB/ Branch/ Kiosk/ ATM.		
4.	Download of application through Apple Store/ Google Play Store/		

	Windows App Store/ Blackberry App Store/ Link on Bank's website/ GPRS/ Web request/ Bluetooth/ Infrared/ Wi-Fi etc.		
5.	Multi-factor authentication (Token/ OTP/ CAPCHA Code/ Security Question etc.) Minimum two factor authentication		
6.	Geo-location based Push/ Notification Services		
7.	Geo-location based services for Bank's nearby service outlet.		
8.	Application capability to allow customer to tag the locations/ preferences as per his/ her preference.		
9.	Ability to push notifications for Merchant Discount Offers/ Redemption of Coupons		
10.	IMPS switch shall have the capability of processing minimum 5 lac transactions per day and 150 Transaction Per Second.		
11.	IMPS switch will submit debits & credits for customer and merchants with CBS (Finacle) using connect 24 and ISO8583		
12.	To provide standard API/services for real time integration with Banking channels & Merchants.		
13.	Deployment in Unix Environment with Oracle DB		
14.	Certification/ Conformity with NPCI Benchmarking standards for all IMPS services/ TPS processing		
15.	3-way auto reconciliation for all subcategory of IMPS transactions between NPCI, CBS and IMPS Switch along with generation of Reversals file with status to be posted back to CBS/ respective channel applications.		
16.	Transaction limits and velocity for every each product and channel-wise for P2A,P2P,P2M, P2U etc.		
17.	Capability of generating the Verification requests as mandated by NPCI		
18.	SMS and web based query for status of transaction		
19.	Auto-reversal of failed transactions with appropriate status and logging in the application		
20.	Dispute management system for handling transaction disputes		
21.	Solution proposed should be capable of working under cluster with high availability network load balancing.		
22.	Solution should also facilitate online DC- DR replication and retrieval capability in a seamless manner.		
23.	Proposed solution should be seamlessly integrate with the Bank's Alternate delivery channels i.e., ATM, SMS and Bank's CBS, Financial Inclusion gateway, Multi-Function Kiosks, Remittance agencies		
24.	IFSC search/ lookup		
25..	Auto Up gradation of the Application as per OS version.		
26.	Theme/ Skin availability as per the Customer's/ Bank's requirement		
27.	Customer personalized date/ time format		
28.	Customer personalized amount format		

29.	Color coding for debit and credit figures in statement.		
30.	Customer originated grouping of default transactions		
31.	Customer personalized default beneficiary list		
32.	Recharge using phone book numbers		
33.	Application capability to be refreshed to fetch details of payees, billers account information, etc.		
34.	Capability to support campaign management of new products and loyalty programs for customers.		
35.	Support for multiple languages		
36.	The solution offered should be bilingual (English and Hindi) and provision for other vernacular language should be available.		
37.	To support banking product advertisements within the mobile application		
38.	Cross Platform support		
39.	To generate detailed reports, logs, audit trails, regarding each and every transaction		
40.	To support card issuance, branding, etc.		
41.	To support merchant/ agent mobile applications for m-commerce, insurance agents, etc.		
42.	The mobile banking application to have the capability to be refreshed to fetch details of payees, billers, account information, etc.		
43.	The mobile banking solution should be scalable to meet the future enhancements/ up-gradations.		
44.	Robust and Scalable Platform - Scalable in terms of transactions and services		
45.	Application scalability to meet the future up gradations to and all new handset/ platform coming in the industry.		
46.	Over the Air Service Delivery through GPRS.		
47.	Supports levying transaction/ registration charges if desired by the Bank.		
48.	Platform and framework have support for Business-to-Employee, Business-to-Business and Business-to-Customer		
49.	Application platform must support native, hybrid-web, hybridmi7x (hybrid with additional native UI and code capabilities) and mobile web apps		
50.	The transactions are auditable and reliable - platform to have the intelligence to handle cases like <ul style="list-style-type: none"> a. Call/SMS received while performing transactions. b. Battery runs out while performing transactions c. GPRS connection drops d. Back-end host system down 		
51.	Ability to propose a version update plan with new enhanced features with scheduled timelines of deployment.		

Features of Administrator Portal:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	To create different user groups with different set of rights/ permissions		
2.	The administrator portal should have the capability for:		
	a. Search customer record		
	a. Approving user creation		
	b. Register and De-register users for mobile banking application		
	c. Change of Handset/ Mobile number of users		
	d. Terminate the users		
	e. Maintenance of activation requests		
	f. All administrator activities shall be logged to indicate the creation, modification and deletion of data		
	g. The web portal support to work on maker and checker concept for any addition, deletion, modification request made by the authorized users.		
	h. Support bulk upload for creation of users		
	i. Handle concurrent uses of the same user ID		
	j. Set thresholds, frequency limits (daily, weekly and monthly) etc.		
3.	The administrative portal to have various reporting capabilities such as:		
	a. User wise reports		
	b. Transaction wise reports		
	c. Channel wise reports		
	d. No of Registered/ downloaded users		
	e. Reports based on filters such as user activity, customer status, range of date/ time, status etc.		
	f. Provision to search for customers based on different search filters like name, mobile number, address, age, status etc.		
4.	The administrator portal should have detailed audit logs. There should be support for storing the logs in a detachable WORM device. The audit logs should be capable of being used for forensic evidence.		
5.	Web portal support for various types of alerts, 1) SMS campaign, Emailer's/ Bank product/ Bank advertisement to be displayed in the downloaded mobile banking application, 2) Offers on fund transfer/ M-Commerce transactions, 3) System down alerts.		
6.	The administrator portal should have the capability of being customized easily to add new reports as per Bank's need		
7.	The administrator portal should have the capability to upload advertisements of various banking products so as to be displayed within the downloaded mobile banking application		
8.	Provision to download reports in standard formats namely txt, xls, csv,		

	xml, pdf, etc.		
9.	Web portal support for configuration of NEFT on Sundays/ Holidays/ Weekdays/ Saturdays with timing.		
10.	Web portal support for configuration of access method, menu items, authentication for financial/ Non-financial transactions, etc.		
11.	Web portal support to include an alert and monitoring system to report the system down alert. The number of hours the system remained down with time period during the day/ week/ month/ year.		
12.	Availability of Report for system uptime during the day/ week/ month/ year.		
13.	Web portal support to generate daily settlement reports for Mobile recharge and other M-Commerce transactions with bifurcation on Bank's commission and amount payable.		
14.	Provision to generate reports for registration and activation failure.		
15.	Provision to generate report for transactions monthly/ quarterly/ half-yearly/ yearly.		
16.	Generate usage statistics for Incentivisation.		
17.	Reports on service wise usage.		

Solution to support Call Centre log-in OR API to integrate with Bank's CRM/ Call Centre for various activities such as:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Block stolen handset		
2.	Issue Unlocking Code		
3.	Reissue Activation Code		
4.	Change Mobile Number/ Handset		

MIS/ Reports:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Daily Summary Report		
2.	Mobile Banking Registration/ De-Registration report		
3.	M-Pin Change report		
4.	Banking service wise detailed report such as Balance Enquiry, Mini Statement etc.		
5.	Report on Beneficiary Registration (All types)		
6.	Report on Biller Registration		
7.	Report on Bill Payment Registration		
8.	Report on financial transactions		

9.	Biller wise bill payment report		
10.	Detail/ Summary report on all services		
11.	Audit trail of all Admin functions		
12.	Comprehensive Reporting and MIS through ADMIN module which should include Executive Transaction Dashboard, Reports for Value and Volumes, Channel-wise, Category-wise, Charge Income Reports, Period wise, etc.		
13.	Web portal support to generate reports, logs, audit trails regarding each and every transaction.		
14.	User activity based report		
15.	Transaction Log Reports		
16.	Session Log Reports		
17.	Transaction wise Report (with various Filters such type of transaction / Mode of transaction/ Amount wise / Branch wise / Group Wise/ Number of transaction processed from start to current/ Transactions per second TPS/ Number of success transaction/ Number of status unknown transaction/ Number of failed transaction 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 or month or year/ Technical decline transactions for the day or month or year)		
18.	Report on Hindi and other Regional language facilities used.		
19.	Channel based report		
20.	Channel wise sales (Net-banking, SMS, Mobile, NUUP, Branches, ATM, USSD etc.)		
21.	Dynamic report generation with query build features and filters.		
22.	Report pertaining to inward transaction/ Report pertaining to outward transaction/ Bank wise remitted transaction		
23.	With respect to risk, following mandatory reports i.e., One to many transaction/ Many to one transaction/ Suspicious transaction report/ Cash transaction report/ Remittance pattern of any given customer etc.		
24.	Access to database for adhoc report generation		

Innovative offerings in phased manner:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Utility for Exchange market information		
2.	Integration with social media		
3.	Remote access to view queues in nearby Branch/ ATM before reaching the site		
4.	Communication enrichment though video calls/ chat.		

5.	Customer education through product demo to promote adoption.		
6.	To provide front end for capturing the outward IMPS transactions with required AML checks and Maker checker concept.		
7.	The product demo should be bilingual defining process flow for application download, activation and usage of menu options and services. The demo should be process specific.		
8.	Send money from mobile to friend's account (using nick name, mail id or social media credentials etc.).		
9.	Remote account opening process through mobile		
10.	Call back facility to engage with interested customers and provide data to CRM/Contact Centre system		
11.	Supports customer to customize menus/icons, disable menus which he would not like to use as per his choice at the application level.		
12.	Capability to push weather information and important context sensitive news.		
13.	Notification through an alert for system down to administrator/ technical team.		
14.	Feature to provide M-Passbook through the application wherein the customer can download a copy of the same locally depending on the storage capacity of the handset and facility to mark custom remarks on the transaction entries and categorize with an option to search later offline without internet connection.		
15.	Supports customer to set limit/ capping on value and volume of fund transfer per day/ week/ month at application level.		
16.	User defined option to enable and disable services.		
17.	Gamification features for listed services to provide an engaging experience to the user.		
18.	Vendor to propose any line items such as additional mobile apps that enhances customer experience.		
19.	Integration with Online Share Trading Module (Demat):		
	(a) Bills/ ISIN/ Holding Enquiry		
	(b) List Demat Accounts		
	(c) View Transaction Status		
	(d) ASBA Facility		
20.	Credit Card Services		
1.	View Statements		
2.	View unbilled transactions		
3.	Payment of credit card, Amex, visa bills etc. for the bank's customers as well as other banks		
4.	Make payments for merchant transactions using credit cards		
5.	Payment History		
6.	Reward Points & Redemption		

Support and Maintenance:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Provision to inform System downtime activity to the bank 48 hours before the schedule maintenance activity through email.		
2.	Provision to send prior notification to Bank through email and telephone, In case of exigency, if any unscheduled system maintenance activity that needs to be carried out to keep the system up.		
3.	Ability to provide a 365 X 24 X 7 telephone number and email ID to be used for reporting issues and problem resolution. Escalation matrix with email ID and problem classification with time period for resolution.		
4.	Availability of an experienced support team for quick problem resolution and corrective measures.		
5.	Provision for Push notification of system down to customers through the application over the air, if required by Bank.		

Standards for Mobile Banking application:

Sl.No.	Description	Response (A/C/N/Z)	Score
1.	Compliance to RBI guidelines:		
	(a) Operative Guidelines and mandates for Mobile Banking Transactions issued by the Reserve Bank of India (RBI) till date and with any further guidelines & mandates issued by RBI for Mobile Banking Transactions.		
	(b) Any modification required in the software supplied by the successful bidder to ensure such compliance shall be carried out by the successful bidder.		
	(c) Bidder to evaluate their solution based on the operative guidelines issued by RBI and should submit a compliance report.		
2.	Mandatory compliance of the mobile banking application with the PA-DSS guidelines/ standards.		
3.	The proposed mobile banking solution should offer protection against the following specified risks: Privacy <ul style="list-style-type: none"> • Protecting customer's sensitive information from exposure to unintended third parties. • Preventing identity impersonation from lost or stolen mobile devices or device credentials. • Preventing account takeover or identity impersonation from credentials harvested via key loggers or other malware. Fraud <ul style="list-style-type: none"> • Prevent money laundering from the use of compromised accounts. • Prevent smurfing (splitting of large financial transactions into smaller transactions) 		

	<ul style="list-style-type: none"> Prevent the disguise of mobile transaction totals, origin and destination. <p>Compliance</p> <ul style="list-style-type: none"> The mobile banking solution should comply with the security principles and practices for authentication of mobile banking transactions as stated by The Reserve Bank of India. <p>Application</p> <ul style="list-style-type: none"> OS Security check up. Application should have capability to detect if the application is running on a jail-broken/ rooted/ malware infected device. Capability of the Application to read SIM serial no. and IMEI (International Mobile Equipment Identity) no. Application must prevent hackers from accessing the app in a case where the device is rooted or jail-broken. Blacklisting/ Blocking of older versions of the Application on the back end, if there is a security breach. Security logging where all security events that happen inside the application should be logged and sent to the back-end server. 		
4.	<p>For mobile payment transactions, the application should have inbuilt security mechanism to:</p> <ul style="list-style-type: none"> Prevent account data from being intercepted when entered into a mobile device, Prevent account data from compromise while processed or stored within the mobile device, Prevent account data from interception upon transmission out of the mobile device 		
5.	<p>Compliance to Usability Audit - Best design practices to benchmark</p> <ul style="list-style-type: none"> Branding, positioning and persuasion Home screen/ Layout and landing screens Navigation Information architecture Graphics and Animation/ Text System User Dialogue and Forms Accessibility Task efficiency Language Visual Clarity Control and Feedback Functionality and Features Errors 		

Implementation Plan:

Sl.No.	Description	Response in Detail
1.	List the key phases of application implementation and deployment.	

	Provide a detailed implementation plan/ schedule that identifies the various activities, timeframe for implementation of each activity, interdependence between activities, key milestones, etc.	
2.	Provide plans for initial installation of proposed system. Details of resources required during the implementation phase and implementation services available on site/ off site.	
3.	Required hardware along with license software required for hosting IMPS Switch solution.	

INTERFACE:

Bank has implemented Core Banking Solution to cater to its customer needs and sourced a separate software solutions for its Payment System and other Delivery Channels. In order to implement the Mobile Banking Solution a sound and robust interface is required to be developed. In complying with Bank's requirement, the bidder shall;

- a) Provide technically qualified engineers for developing a suitable interface to the Bank's CBS as stated in technical specification in Annexure I. Such technical person should be fully conversant with the technical architecture and specification of the Mobile Banking Solution offered and able to develop the necessary interface for the systems as stated above.
- b) Extend necessary technical support for developing interface, in case due to certain reasons Bank decides to defer implementation of interface for any of the system as mentioned above, at no additional cost.
- c) Extend its support for testing and rolling out the interface developed within the stipulated time.

Bank will provide the functional specification of the interface needed to be developed and will coordinate with the developer for rolling out the interface. Bank shall be the sole owner of the source code developed.

ANNEXURE - II**COMMERCIAL BILL OF MATERIAL****FORMAT FOR COMMERCIAL BID.**

1. Name of Bidder:

2. Address of Corporate Office:

Table 1.

Sr.No.	Particulars	Total in Rs. (Exclusive of service tax) [P]
1.	One time Implementation cost of Mobile Banking solution as per RFP specification (It should include procurement/ implementation/ integration/ customization cost, registration and activation process, hardware, 2nd/ 3rd factor any other factor as per bank's/ regulatory requirement etc. required for smooth running of the system), Third party licenses, audit by cert-in certified auditors)	
	Total	

Table-2.

Sr No	Particulars	No of transaction per month	Transaction cost in Rs. for 5 years (Exclusive of taxes)
(A)	(B)	(C)	[Q] = (Rate per txn.) X (C) X 12 X 5
1.	Cost of Financial transactions (including facility management etc.)	5,000	
2.	Cost of Non-financial transactions (including facility management etc.)	10,000	
	Total		

Table 3.

Sr No	Particulars	No of person days	Total cost in Rs. for 100 person days (Exclusive of taxes)
(A)	(B)	(C)	[R] = (Rate per person day) X 100
1.	Cost of new customizations which are not part of the RFP or to be implement in future	100	
2.	Any Other Costs (Please specify)		

Table 4.

TCO	[P] + [Q] + [R] (in Rs.)
-----	--------------------------

There should not be any user limitation for Mobile Banking Solution.

Notes:

1. A discounted per transaction rate will applicable be in the following manner:

No of Financial Transactions Slab (Per Quarter)	No of Non-Financial Transactions Slab (Per Quarter)	Discount %
Upto 15000 transactions	Upto 30000 transactions	0% (Nil Discount)
15001 to 30000 transactions	30001 to 60000 transactions	10% Discount on Per Transaction Cost
30001 to 60000 transactions	60001 to 120000 transactions	20% Discount on Per Transaction Cost
60001 to 120000 transactions	120001 to 240000 transactions	30% Discount on Per Transaction Cost
120001 and Above	240001 and Above	40% Discount on Per Transaction Cost

2. The per transaction rate quoted will be valid for contract period of 5 years.
3. Bidders to strictly quote in the format and for periods as mentioned above.
4. No counter condition/ assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
5. No. of transactions per month is for calculation purpose only and not to be considered as a guaranteed volume.
6. Bank shall reimburse the rate per transactions X actual number of transactions happen during the month on per quarter-basis.
7. The person day rate is considered for calculation of the TCO.
8. The bidder will be required to mention the Hardware and Software requirement as per their Application.

Details of the Bill of material to be provided for HW & appliance if any proposed for the solution along with the commercial bid.

We certify that the price quoted above is for the Mobile Banking Solution as Specified in the Annexure I of RFP No.: AUPGB/PO/IT/M-Banking/2015-16/RFP-1 dated 23.09.2015 and prices quoted are inclusive of all taxes, duties, Octroi etc except Sales Tax/ Vat and Service tax which will be extra as per actual. We also confirm that we agree to all the terms and conditions mentioned in this RFP No.: AUPGB/PO/IT/M-Banking/2015-16/RFP-1 dated 23.09.2015.

Authorized Signatory:

Office Seal:

Name and Designation:

Annexure - III

BID FORM

Ref. No: AUPGB/PO/IT/M-Banking/2015-16/RFP-1

Date:

To

ALLAHABAD UP GRAMIN BANK
Head Office,
D.M. Colony, Civil Lines
Banda (UP)-210001

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations and commissioning in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of the Bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in schedule of requirement.

We agree to abide by this bid for the period of 180 days after the date fixed for Technical bid opening under Clause 19 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 namely "Prevention of Corruption Act 1988".

We understand that the Bank is not bound to accept the lowest of any bid the Bank may receive.

Dated this _____ day of _____ 20__.

(Signature)

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) _____
Business _____ Address _____

BID SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)

TO:

ALLAHABAD UP GRAMIN BANK
Head Office,
D.M. Colony, Civil Lines
Banda (UP)-210001, India

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of 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 ALLAHABAD UP GRAMIN BANK (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, 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:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity fails or refuses to execute the Contract Form if required;

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

This guarantee will remain in force up to and including 45 days after the bid validity period of 180 days i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

SEAL

Code No.

SIGNATURE

NOTE: 1 BIDDER SHOULD ENSURE THAT THE SEAL & CODENO. 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.

PERFORMANCE SECURITY FORM
(FORMAT OF BANK GUARANTEE (BG))

(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)

TO:

ALLAHABAD UP GRAMIN BANK
Head Office,
D.M. Colony, Civil Lines
Banda (UP)-210001, India

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of 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 ALLAHABAD UP GRAMIN BANK (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, 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:

That the Vendor, having been notified as selected for providing Mobile Banking solution by the Purchaser, during the period of TCO fails to perform obligations as vendor.

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

This guarantee will remain valid for a period of 48 months plus 45 days from the date of signing of the contract i.e. from _____ to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

SEAL

Code No.

SIGNATURE

NOTE: 1 THE VENDOR SHOULD ENSURE THAT THE SEAL & CODENO. 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.

ANNEXURE -VI**PERFORMANCE STATEMENT**

Name of Bank where the mobile banking solution software is rolled out *	
Address of Bank	
Contact name, title and telephone number	
1)	
2)	
Hardware and operating system used	
Database used	
Application environment	
Size of the bank database (avg for qtr)	
No of users covered by the solution	
*Documentary evidence must be attached	

CONTRACT FORM*Non-Judicial Stamp Paper of appropriate value*

CONTRACT NUMBER:

THIS AGREEMENT made the _____ day of _____, 20__ Between ALLAHABAD UP GRAMIN BANK (hereinafter "the Purchaser") of one part and _____ (Name of Selected Vendor) of _____ (City and Country of Vendor) (hereinafter "the Vendor") of the other part:

WHEREAS the Purchaser is desirous that certain software & ancillary services should be provided by the Vendor, viz. _____ (Brief description of Software and Services) and has accepted a bid by the Vendor for supply of software and services to meet its requirement from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (a) The Bid form and price schedule submitted by the bidder and subsequent amendments made into it as accepted by the bank.
 - (b) The schedule of requirements
 - (c) The Technical & Functional Specifications
 - (d) The Conditions of Vendor Selection
 - (e) The Conditions of Procurement
 - (f) The Purchaser's Notification/ Instruction of Selection of Vendor for mobile banking solution software.
 - (g) Purchase Order
3. In consideration of the payments to be made by the Purchaser to the Vendor in terms of Purchase Order for procurement of Mobile Banking Solution software and services placed by Head Office of the Purchaser, the vendor hereby covenants with the Purchaser to provide the software 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 vendor in consideration of the provision of the software and services and the remedying of defects therein, the Purchase order 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 software including its updates and services which the vendor shall be required to supply/ provide to the Purchaser from time to time in terms of purchase order for procurement of Mobile Banking Solution software and services that will be placed by Head Office of the Purchaser are as under:

SOFTWARE	SERVICES
Mobile Banking Solution Software	Supply, Installation, Customization, Implementation, Training and Maintenance during Contract Period. Comprehensive & fully-managed Solution as per the terms & conditions of RFP AUPGB/PO/IT/2015-16/M-Banking/RFP-1 dated 23/09/2015

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

Signed, sealed and Delivered by the

Said _____ (For the Vendor) in presence of _____

Signed, sealed and Delivered by the

Said _____ (For the Purchaser) in presence of _____

Annexure - VIII**TECHNICAL DEVIATION STATEMENT**

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE DEVIATION	REMARKS (Including justification)

The system configuration/technical specifications furnished in the bidding document shall prevail over those of any others document forming a part of our bid except only to the extent of deviations furnished in this statement.

Dated _____

Signature and seal of the
Manufacturer/Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

COMMERCIAL DEVIATION STATEMENT FORM

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)

The system configuration/technical specifications furnished in the bidding document shall prevail over those of any others document forming a part of our bid except only to the extent of deviations furnished in this statement.

Dated _____

Signature and seal of the
Manufacturer/Bidder

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Annexure X- Business Rules and Terms & Conditions of E- Tendering

RFP No.: AUPGB/PO/IT/2015-16/M-Banking/RFP-1

23.09.2015

1. Definition

- 1.1 "Bank" means "Allahabad UP Gramin Bank".
- 1.2 "Service Provider" means "**Antares Systems Ltd**".
- 1.3 "Bidder" means the party or his authorized representative who has participated in the RFP /Tender Process/ and having valid Class III Digital Signature Certificate and willing to comply with all the instructions, terms and conditions of RFP.
- 1.4 "L1" means the Bidder who has quoted lowest price in the Online Reverse Auction process.
- 1.5 "L2" means the Bidder who has quoted second lowest price in the Online Reverse Auction process.
- 1.6 "L3" means the Bidder who has quoted third lowest price in the Online Reverse Auction process.
- 1.7 "E- Tendering" means, the process to participate in online reverse auction.

2. Guidelines and Terms and Conditions of E- Tendering:

2.1 Eligibility:

Bidders should ensure that **they have valid class III digital signature certificate (Mandatory for login and submit)** well in advance to participate in the E-Tendering process. Bank and / or Service Provider will not be responsible in case Bidder could not participate in E tendering process due to non-availability of valid digital signature certificate.

2.2 Web Portal

E-Tendering will be conducted on a specific web portal (www.tenderwizard.com/abbank) meant for this purpose with the help of the M/s Antares Systems Ltd.

2.3 General Terms and Conditions of E-Tendering

2.3.1 The bidders participating in E-Tendering process shall submit the following duly signed (and stamped) by the same Competent Authority who signed the offer documents in response to the RFP floated by Bank.

2.3.1.1 Undertaking letter for acceptance of Business Rules and Terms & Conditions for E- Tendering and Letter of Authority authorizing the name/s of official/s to take part in E-Tendering as per the format **Annexure X (A)** (Compliance Statement)

2.3.1.2 Copy of Agreement between Service Provider and Bidder. This format will be provided by the service provider.

2.3.2 In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider and/or bank is not responsible.

2.3.3 In order to ward-off such contingent situation,

2.3.3.1 Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the E- Tendering successfully.

2.3.3.2 However, the bidders are requested to not to wait till the last moment to submit and/or quote their bids to avoid any such complex situations.

2.3.3.3 Failure of power at the premises of vendors during the E-Tendering cannot be the cause for not participating in the E-Tendering.

2.3.3.4 On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

2.3.3.5 Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to web portal irrespective of the cause.

2.3.3.6 For making the process of E-Tendering and its result legally binding on the participating Bidders, Service Provider will enter into an agreement

with each Bidder, without this Bidder will not be eligible to participate in the E-Tendering.

2.3.3.7 Neither Bank nor service provider would be responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

2.4 Errors and Omissions

On any issue or area of material concern in respect of E-Tendering not specifically dealt with in these Business Rules and Terms & conditions of E-Tendering, the decision of the bank shall be final and binding on all concerned.

3. E-Tendering Process (Process of Online Reverse Auction):

3.1 Registration with the Service Provider Portal (www.tenderwizard.com/abbank).

3.2 The date & time of commencement of Online Reverse Auction will be notified to all the eligible bidders

3.3 Bank reserves the right to postpone / change / cancel the Online Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.

3.4 Online Reverse Auction will normally be conducted for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Online Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 90 minutes only. In case there is no bid price in the last 10 minutes of closing of Online Reverse Auction, the auction shall get closed automatically without any extension.

3.5 The time period of Online Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

3.6 During Online Reverse Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the Online reverse auction process / proceed with conventional mode of tendering.

3.7 Bidding will be conducted in Indian Rupees (INR).

3.8 **Start Price**

- Start price for Online Reverse Auction will be notified to all the eligible bidders.
- The start price of online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the price with minimum one decremental bid value below the start price. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement bid value or in multiples of the decrement bid value.

3.9 **Decremental Bid Value:**

- The decremental value of the bid will be Rs. 10,000/-. This amount may be revised by Bank before the start of Online Reverse Auction event.
- Bidder is required to quote his bid price only at a specified decremented value.
- Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.

3.10 **TRANSPARENCY IN BIDS:**

Bidder will be able to view the following on their screen along with the necessary fields in Online Reverse Auction:

- i) Opening/ Starting Price for the auction
- ii) Leading / Lowest Bid Price in Auction
- iii) Last Bid Price placed by the respective Bidder
- iv) Time left for the auction

3.11 **MASKING OF NAMES:**

Names of bidders/ vendors shall be anonymously masked in the Online Reverse Auction process. After completion of online Reverse Auction, the

service provider shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

3.12 **FINALIZATION OF THE SUCCESSFUL BIDDER:**

- At the end of Online Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Online Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup *as per Annexure- II of the RFP*, immediately to the Bank for further proceedings. The Bidder has to fax and mail the duly signed and stamped filled-in prescribed format to Bank within one working day of online Reverse Auction without fail. The Original signed copy should reach the Bank within 3 working days of online Reverse Auction without fail.
- Any variation between the online Reverse Auction bid price of the bidder and signed document submitted by them will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.

4. Bidder's Obligation:

- 4.1 Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the online reverse auction process.
- 4.2 Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

5. Change in Business Rules, Terms & Conditions of E tendering:

Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

Annexure X (A): COMPLIANCE STATEMENT

(To be submitted by all the technically qualified bidders)

To,

Date: _____

Allahabad UP Gramin Bank
CBS Project Office
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

DECLARATION

- 1 We (Name of the company) hereby confirm having submitted our bid for Participating in Bank's **RFP No.: AUPGB/PO/IT/2015-16/M-Banking/RFP-1 date 23.09.2015** for Mobile Banking with M-Commerce and Immediate Payment Service (IMPS) Switch Solution, through open tendering process for Allahabad UP Gramin Bank.
- 2 We confirm having read and understood the terms and conditions of the RFP as well as the Procedures relating to the process.
- 3 We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad UP Gramin Bank in the RFP document including all Annexure and the Procedure, Business Rules and Terms and Conditions of E tendering process.
- 4 We shall participate in the E tendering conducted by M/s. Antares System Ltd (auction service provider retained by the Bank) and submit our commercial quote through online reverse auction. In doing so, we shall abide by the procedures prescribed for online auction by the Bank and auction company.
- 5 We, hereby confirm that we will honour the Bids placed by us during the E tendering process, failing which we shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.

- 6 We confirm having nominated our representative (Shri/Smt/Ms..... designated as.....of our company to participate in the E tendering process on behalf of the company. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company. We undertake that the company shall be bound by the actions made by him during the E tendering process and thereafter.

- 7 We undertake to submit the confirmation of last bid price and price breakup by us to the Auction Company /Bank within one working day of the completion of event and any other specific requirement indicated in the RFP.

Signature with company seal

Name-

Address of Company:

Date:

Name & Designation of Authorized Representative:

Signature of Authorized Representative: