WEST BENGAL STATE COOPERATIVE BANK

ON BEHALF OF COOPCBS2010

REQUEST FOR PROPOSAL (RFP) FOR

Selection of Vendor

For

ATM Switch Services and Implementation of End-to-End Mobile Banking Including IMPS, UPI and BBPS under OPEX Model

For

WBSCB & Its Member Banks

Disclaimer

The information contained in this RFP document, or any information provided subsequently to the bidder(s) whether verbally or in documentary form by or on behalf of The West Bengal State Co-operative Bank (WBSCB) and its Member Banks 14 (fourteen) District Co-operative Banks/ Central Co-operative Bank) is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by WBSCB and its Member Banks to the interested parties for submission of bids. The bidder will be solely responsible for the execution of this project. The purpose of this RFP is to provide the bidder with information to assist in the formulation of their proposals. While effort has been made to include all information and requirements of WBSCB and its Member Banks with respect to the solution requested, this RFP does not claim to include all the information the bidder may require. The bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever necessary obtain independent advice. WBSCB and its Member Banks make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. WBSCB on behalf of all Member Banks may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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1. Introduction

In pre-Independence Day on 19th. February 1918, a Cooperative society in the name of "Bengal Provincial Cooperative Federation Ltd." was registered under Cooperative Societies Act – II of 1912. The primary object of the Federation was to supply sufficient capital to the member Central / District Cooperative Bank so that they can assist and develop the farmer-members of Primary Societies. The area of operation of the Federation extended over whole of the Bengal. The Federation was converted into Bank and named "The Bengal Provincial Cooperative Bank Ltd" in 1923. After Partition of India the name of the Bank was changed to The West Bengal Provincial Cooperative Bank Ltd. Another historic event came in the evolution of the Bank _ provinces were converted into states and the name of the Bank was then changed to The West Bengal State Cooperative Bank Ltd. in 1964.

The West Bengal State Co-operative Bank Ltd. (WBSCB) as a pioneer in Banking in West Bengal, has taken banking to the doorsteps of the people of the State and has been able to nurture and develop banking habits among the people. This has changed the saving habit of people from the traditional methods to the modern banking facilities to earn remunerative returns for their savings invested with the Bank and utilize various attractive and innovative banking products offered by The West Bengal State Co-operative Bank Ltd. (WBSCB).

WBSCB and its 14 (fourteen) Member Banks has formed a common platform under name and style as **COOPCBS2010** to implement the project of ATM Installation and maintenance, which further extended to include other services like Micro ATM Solution Implementation and Maintenance, Mobile Banking, IMPS, UPI, BBPS Implementation and Maintenance in collaboration with the vendor cum service providers. The Member Banks means the (District Central Co-operative Banks / Central Co-operative Banks) in West Bengal as mentioned in Section 4.1 Organization Details of this RFP. The banks are deemed to be registered under the Cooperative Societies Act, 2006 and are Cooperative Credit Structure Entities in terms of Section of 134B of the said Act and are "Cooperative Banks" as defined under clause (ccc) of Banking Regulation Act 1949 (AACS) which are licensed banks under the said Act.

In consideration of the mutual covenants and subsequent agreements made under the common platform **COOPCBS2010** by Member Banks, WBSCB as lead bank in the state of West Bengal has formulated this RFP which is only an invitation by WBSCB and its Member Banks to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder with information to assist in the formulation of their proposals.

2. Abbreviations

Sr. No.	Acronym/ Terms Used	Definition
1.	AMA	Advanced Measurement Approach
2.	AMC	Annual Maintenance Contract
3.	ATM	Automated Teller Machine
4.	Bank	The West Bengal State Co-operative Bank Ltd.
5.	BIN	Bank Identification Number
6.	CD	Cash Dispenser
7.	CBS	Core Banking Solution

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8.	CUP	China Union Pay
9.	CO	Commercial Offer/ Commercial Bid/ Price Bid
10	COTS	Commercial off the shelf
11.	EJ	Electronic Journal
12.	EMV	Europay, Mastercard and Visa
13.	TCS	Tata Consultancy Services, CBS Service provider
15.	IIN	Issuer Identification Number
16.	IPR	Intellectual Property Right
17.	IT	Information Technology
18.	KRI	Key Risk Indicators
19.	MIS	Management Information System
20.	MSL	Minimum Service Level
21.	MCC	Merchant Category Code
22.	NAS	Network Attached Storage
23.	NFC	Near Field Communications
24.	NFS	Network File System
25.	NPCI	National Payments Corporation of India
26.	OEM	Original Equipment Manufacturer – Product Vendor
27.	PBF	Positive Balance File
28.	Project	Implementation of ATM Switch Services including other applications (Dispute Management, Card Management) along with End to end Mobile Banking including IMPS and UPI switch and solution under OPEX Model
29.	RBI	Reserve Bank of India
30.	RDBMS	Relational Database Management System
31.	RFP	Request for Proposal
32.	RO	Regional Office
33.	SAN	Storage Area Network
34.	SLA	Service Level Agreement
35	Member Banks	District central / Central cooperative banks.
36	FRM	Fraud Risk Management Solution

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3. Objective

The West Bengal State Co-operative Bank Ltd. and it's 14 Member district central / central cooperative banks wants to transform its existing ATM Switching solution and Managed Services along with implementation of end-to-end Mobile Banking, IMPS, UPI and BBPS functionality to leverage their customer service across the state. As part of this initiative, WBSCB along with fourteen (14) Member district central / central cooperative banks proposes to engage a vendor for providing necessary support for selection of bidder for ATM/Micro ATM Switch Solution, IMPS & UPI Switch Solution along with other applications such as Card Management Solution, Online Dispute Management Solution, Reconciliation Solution and its related services, EJ Pulling Software, Fraud Risk Management, ATM/CRM monitoring solution, with the required infrastructure (software, hardware, network and security), and End-to-end Mobile Banking Solution with IMPS, UPI and BBPS under OPEX Model. The overall solutions should integrate with existing vendor of CBS, Micro ATM. The proposed solution will be hosted at bidder's certified Data Center (DC) and Disaster Recovery Center (DRC) along with appropriate Hardware, Software, and all necessary security components in OPEX Model. The bidder is expected to make all efforts and commitment to make this project successful within the specified timeline.

3.1Tender Highlights

PARTICULARS	DEADLINE
Project Name	ATM Switch Services and Implementation of End-to-End Mobile Banking Including IMPS, UPI and BBPS under OPEX Model For WBSCB & Its Member Banks
RFP Inviting Bank	The West Bengal state Cooperative Bank Ltd. (WBSCB) and 14 other Central/District Central Cooperative Banks under COOPCBS2010 Platform
RFP Reference No:	HO/MD/IT/1052 Dated: 09/08/2023
Availability of RFP document	14-08-2023 To be downloaded from The West Bengal Government eProcurement System Website 'www.wbtenders.gov.in'
Cost of the Tender document (non-refundable) by NEFT/Online Transfer to account as per the details:	**INR 10,000/- + INR 1,800/- (GST) = INR 11,800/-** (Rupees Eleven Thousand Eight Hundred Only) Account Name: **SERVICE CHG** Account Number: **91333000017** IFSC Code: **WBSC000RTGS** Bank Name: **West Bengal State Co-operative Bank Ltd.** Branch Name: **Head Office**

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Earnest Money Deposit by NEFT/Online Transfer to account as per the details below:	**INR 10,00,000/-** (Rupees Ten Lacs Only) Account Name: **EARNEST MONEY DEPOSIT** Account Number: **98804000011** IFSC Code: **WBSC000RTGS** Bank Name: **West Bengal State Co-operative Bank Ltd.** Branch Name: **Head Office**
Last date of submission of the Prebid Query	Wednesday-23/08/2023 up to 5:00 PM
Date, Time and Venue for Pre-bid Meeting	Friday – 25/08/2023 at 12:00 Noon HEAD OFFICE: 24A Waterloo Street, Kolkata. Pin – 700069
Last date of submission of the Technical and Commercial bid (Both Hard Copy and Soft Copy (in portal))	Monday-11/09/2023 on or before 1:00 PM
Mode of Submission of RFP	Technical Proposal: To be Submitted in Hard Copy as well as to be Uploaded on Website Commercial Proposal: To be Submitted in Hard Copy as well as to be Uploaded on Website
Website for Uploading Proposals (Both Technical and Commercial)	www.wbtenders.gov.in
Date of opening of the Technical Bids	Monday – 11/09/2023 – 02:00 PM
Date of Opening of Commercial Bids	To be communicated to technically qualified bidders
Date of Bidder's Presentation	To be communicated to eligible bidders.
Bank email id for RFP related communication	rfp_coopcbs2010@wbstcb.com
Communication Address	All communications, of Technical Proposal Document including Hard Copy of the Technical and Commercial Proposal Should be Addressed to: The Managing Director, The West Bengal State Cooperative Bank, 24A Waterloo Street, Kolkata -
Bidders desirous of availing exemptions/preference for Tender Fees and EMD should submit a copy of proof of Registration as MSMEs/ Undertaking as per Annexure 16 along with the tender/RFP.	

Note: Bidders are required to strictly submit their bids, both technical and eligibility criteria as well as commercial, in electronic form using the e-procurement system at **"www.wbtenders.gov.in"** and also physically at designated

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location as per **Section 3.1**. Bids received after closing of the bid submission deadline are summarily rejected without sighting any reason.

For online submission technical supporting documents should be submitted electronically uploading in the website mentioned above on or before the final date & time of bid submission. The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website **"www.wbtenders.gov.in"** under for any changes/addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event. Eligibility cum Technical bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives, desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by Bank. However, if it is found that any given date indicated in the Schedule of Dates is a public holiday, or the BANK is closed on that day for any account, the activity would be shifted to the next working day of the BANK.

Bidders are requested to download the RFP from The West Bengal Government eProcurement System Website **www.wbtenders.gov.in**. Bidder is required to pay the cost of the tender document of Rs. 11,800.00 (Rupees Eleven thousand Eight Hundred only) inclusive of GST along with the Bid as a cost towards this RFP. The cost of the tender document should be paid by means of NEFT/Online Transfer as per details mentioned in **Section 3.1**.

This is a one-time non- returnable amount. The Bid not accompanied by the Cost of the Document shall be termed invalid and shall be summarily rejected.

The EMD along with Bid Security form shall be submitted as per **Section 6.28 Bid Security – Earnest Money Deposit** of this RFP. The EMD should be paid by means of NEFT/Online Transfer as per details mentioned in **Section 3.1**.

4. Current Project Overview

4.1 Organization Details

Lead/Parent Bank	The West Bengal State Co-operative Bank Ltd.
Member Banks	District Central Co-operative Banks/ Central Co-operative Banks
Current Core Banking Solution	TCS BaNCS@24 - provided by TCS and the application is being managed by C-EDGE
Present ATM Switch & Solution Details	Postilion Switch managed by AGS Transact Technology Limited for 14 DCCB's Operating Model: OPEX Model/ASP Model

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Name of Member Banks	1. Bankura District Central Cooperative Bank Ltd. 2. Dakshin Dinajpur (Balurghat) District Central Cooperative Bank Ltd 3. Darjeeling District Central Cooperative Bank Ltd. 4. Hooghly District Central Cooperative Bank Ltd. 5. Howrah District Central Cooperative Bank Ltd. 6. Jalpaiguri Central Cooperative Bank Ltd. 7. Malda District Central Cooperative Bank Ltd. 8. Mugberia Central Cooperative Bank Ltd. 9. Murshidabad District Central Cooperative Bank Ltd. 10. Nadia District Central Cooperative Bank Ltd. 11. Purulia Central Cooperative Bank Ltd. 12. Raiganj Central Cooperative Bank Ltd. 13. Tamluk - Ghatal Central Cooperative Bank Ltd. 14. Vidyasagar Central Cooperative Bank Ltd.

Business Projection (WBSCB & Member Banks)

Note: The below mentioned figures are tentative. The Bidder need to factor an additional 10% on the below projection and propose the hardware sizing and required bandwidth for Off-us and On-us transactions accordingly.

1. West Bengal State Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	43	43	43	43	43	43
Number of Active Customers	#	#	#	#	#	#
Number of Active Debit Cards	25017	28770	33085	38048	43755	50318
Number of Active KCC Cards	76000	125000	150000	175000	200000	210000
Number of ATM + Micro ATM Financial Transactions	365588	420426	483490	556014	639416	735328
Number of ATM + Micro ATM Non-Financial Transactions	156903	180438	207504	238630	274424	315588

2. Bankura District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	19	19	21	22	22	22
Number of Active Customers	342224	375000	400000	425000	450000	475000
Number of Active Debit Cards	11586	20000	35000	50000	65000	80000

Number of Active KCC Cards	84985	87000	90000	93000	96000	100000
Number of ATM + Micro ATM Financial Transactions	162676	225000	250000	275000	300000	325000
Number of ATM + Micro ATM Non-Financial Transactions	36054	50000	70000	90000	100000	110000

3. Dakshin Dinajpur (Balurghat) District Central Cooperative Bank Ltd

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	10	11	13	15	17	19
Number of Active Customers	40000	46000	52900	60835	69960	80454
Number of Active Debit Cards	9000	13350	15353	17655	20304	23349
Number of Active KCC Cards	17801	20000	23000	26450	30418	34980
Number of ATM + Micro ATM Financial Transactions	80752	92864	106794	122813	141235	162420
Number of ATM + Micro ATM Non-Financial Transactions	15052	17310	19906	22892	26326	30275

4. Darjeeling District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	14	15	15	16	16	17
Number of Active Customers						
Number of Active Debit Cards	26439	31726	39657	51554	61864	74236
Number of Active KCC Cards	8457	10148	12279	14857	17976	21750
Number of ATM + Micro ATM Financial Transactions	396545	495681	634472	793090	912054	1094464
Number of ATM + Micro ATM Non-Financial Transactions	75601	83161	91477	101456	113630	127265

5. Hooghly District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	22	23	24	24	25	25
Number of Active Customers	508962	5598586	615844	677428	745171	782430
Number of Active Debit Cards	7774	8163	8571	9000	9450	9923

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Number of Active KCC Cards	1636	1718	1804	1894	1989	2088
Number of ATM + Micro ATM Financial Transactions	110258	115771	121559	127637	134019	140720
Number of ATM + Micro ATM Non-Financial Transactions	8001	8401	8821	9262	9725	10211

6. Howrah District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	13	13	13	13	13	13
Number of Active Customers	313370	335995	386394	444353	511006	587657
Number of Active Debit Cards	3473	4015	4617	5309	6106	7022
Number of Active KCC Cards	0	0	0	0	0	0
Number of ATM + Micro ATM Financial Transactions	25073	28175	32401	37261	42850	49278
Number of ATM + Micro ATM Non-Financial Transactions	2463	2854	3282	3774	4340	4991

7. Jalpaiguri Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	19	19	19	19	19	19
Number of Active Customers	164793	189513	217939	250630	288225	331459
Number of Active Debit Cards	11424	13708	16450	19740	23688	28426
Number of Active KCC Cards	26469	26469	27792	29182	30641	32173
Number of ATM + Micro ATM Financial Transactions	3215	3537	3890	4279	4707	5178
Number of ATM + Micro ATM Non-Financial Transactions	1072	1200	1344	1506	1686	1889

8. Malda District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	19	20	21	21	22	23
Number of Active Customers	299421	31000	31500	32200	33050	33900
Number of Active Debit Cards	23214	26000	27200	28500	29900	31400
Number of Active KCC Cards	782	34000	35000	36000	37000	38000

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Number of ATM + Micro ATM Financial Transactions	302920	757000	784000	813000	843000	874000
Number of ATM + Micro ATM Non-Financial Transactions	31890	79000	81000	83000	86000	89000

9. Mugberia Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	12	12	12	12	12	12
Number of Active Customers	277474	319095	366959	422003	485303	558099
Number of Active Debit Cards	10308	11854	13632	15677	18029	20733
Number of Active KCC Cards	68605	68605	68605	68605	68605	68605
Number of ATM + Micro ATM Financial Transactions	60871	70001	80501	92756	106462	122431
Number of ATM + Micro ATM Non-Financial Transactions	5431	6246	7183	8261	9501	10926

10. Murshidabad District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	19	19	20	22	22	22
Number of Active Customers	279171	307088	337797	371577	408734	449608
Number of Active Debit Cards	10306	11852	13630	15674	18025	20729
Number of Active KCC Cards	28866	31753	34928	38421	42263	46489
Number of ATM + Micro ATM Financial Transactions	145676	167527	192657	221555	254788	293006
Number of ATM + Micro ATM Non-Financial Transactions	26312	30259	34798	40017	46020	52923

11. Nadia District Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	23	23	24	25	26	27
Number of Active Customers	904422	926000	935000	944000	953000	976000
Number of Active Debit Cards	15433	16000	18000	22000	25000	30000
Number of Active KCC Cards	94043	99000	105000	108000	110000	120000

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Number of ATM + Micro ATM Financial Transactions	155784	160000	163000	166000	170000	175000
Number of ATM + Micro ATM Non-Financial Transactions	20424	25000	28000	31000	33000	38000

12. Purulia Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	8	8	8	8	8	8
Number of Active Customers	83095	90000	100000	120000	130000	140000
Number of Active Debit Cards	15	15	10000	11000	12000	13000
Number of Active KCC Cards	0	0	10000	15000	10000	5000
Number of ATM + Micro ATM Financial Transactions	10967	11000	100000	150000	200000	250000
Number of ATM + Micro ATM Non-Financial Transactions	5006	5100	50000	70000	100000	110000

13. Raiganj Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	16	18	19	19	21	25
Number of Active Customers	380432	494561	642930	8358094	1086551	1412517
Number of Active Debit Cards	22161	28809	37451	48686	63291	82278
Number of Active KCC Cards	19886	20500	22200	24000	25600	27850
Number of ATM + Micro ATM Financial Transactions	598691	778298	1011787	1315324	1709921	2222897
Number of ATM + Micro ATM Non-Financial Transactions	115620	150306	195397	254017	330222	429288

14. Tamluk - Ghatal Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	27	27	27	27	27	27
Number of Active Customers	666157	670000	675000	680000	685000	690000
Number of Active Debit Cards	27171	31247	35934	41324	47523	54651
Number of Active KCC Cards	119160	125000	130000	135000	140000	145000

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Number of ATM + Micro ATM Financial Transactions	198999	205000	207000	209000	211000	215000
Number of ATM + Micro ATM Non-Financial Transactions	45490	46500	47000	47500	48000	48500

15. Vidyasagar Central Cooperative Bank Ltd.

Particulars	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Actual	*Projected (15% of the actual YoY basis)*				
Number of Branches	39	39	39	39	39	39
Number of Active Customers	726862	802456	922825	1061249	1220437	1403503
Number of Active Debit Cards	12132	13999	16099	18514	21291	24485
Number of Active KCC Cards	100744	100744	100744	100744	100744	100744
Number of ATM + Micro ATM Financial Transactions	90816	104438	120104	138120	158838	182664
Number of ATM + Micro ATM Non-Financial Transactions	11028	12682	14584	16772	19288	22181

4.2 Current Business Application Details

Current Application	Vendor	Availability in DC	Availability in DR
Core Banking	TCS	Yes	Yes
Mobile Banking	TCS	Yes	Yes
Micro-ATM Switch	AGS	Yes	Yes
ATM Switch	AGS	Yes	Yes

4.3 Current Interface Details

Source Application	Destination Application	Manual / Real Time
Micro ATM application developed by Senrysa Technologies Pvt. Ltd	AGS Switch	Real Time

4.4 Current Total Number of ATMs, Micro ATM, and Branch Count of WBSCB & Member Banks

SR. NO.	NAME OF BANK	Number of Branches of the Bank	Number Of ATMs (Including Mobile ATMs)	Number Of Micro ATMs
1	WEST BENGAL STATE COOPERATIVE BANK	44	10	300

2	BANKURA DISTRICT CENTRAL COOPERATIVE BANK LTD	20	10	304
3	DAKSHIN DINAJPUR (BALURGHAT) DISTRICT CENTRAL COOPERATIVE BANK LTD	10	7	108
4	DARJEELING DISTRICT CENTRAL COOPERATIVE BANK LTD	15	11	83
5	HOOGLY DISTRICT CENTRAL COOPERATIVE BANK LTD	22	12	400
6	HOWRAH DISTRICT CENTRAL COOPERATIVE BANK LTD	14	2	144
7	JALPAIGURI CENTRAL COOPERATIVE BANK LTD	19	2	38
8	MALDA DISTRICT CENTRAL COOPERATIVE BANK LTD	19	6	108
9	MUGBERIA CENTRAL COOPERATIVE BANK LTD	12	5	163
10	MURSHIDABAD DISTRICT CENTRAL COOPERATIVE BANK LTD	20	6	180
11	NADIA DISTRICT CENTRAL COOPERATIVE BANK LTD	24	11	300
12	PURULIA CENTRAL COOPERATIVE BANK LTD	9	1	0
13	RAIGANJ CENTRAL COOPERATIVE BANK LTD	16	18	79
14	TAMLUK - GHATAL CENTRAL COOPERATIVE BANK LTD	27	6	443
15	VIDYASAGAR CENTRAL COOPERATIVE BANK LTD	39	14	250
	TOTAL	**310**	**121**	**2900**

Note: The section marked as **# (Hash)** will be communicated after selection of bidder.

5. Scope of Work

In order to achieve the WBSCB & its Member Bank's business objectives in striving to offer innovative products and superior service, WBSCB & its Member Banks intends the bidders to provide a robust and highly scalable **ATM/Micro ATM Switch Solution, IMPS & UPI Switch Solution along with other applications such as Card Management Solution, Online Dispute Management Solution, Reconciliation Solution and its related services, EJ Pulling Software, Fraud Risk Management, ATM/CRM monitoring solution, with the required infrastructure (software, hardware, network and security), and End-to-end Mobile Banking Solution with IMPS, UPI and BBPS under OPEX Model.** The bidder has to interface/integrate with CBS, ATM Switch and Switches like NFS, RuPay, VISA, Master Card and others.

The IMPS and UPI Switch and solution, ATM Switch Solution should cover all functionality and should be multitenancy and separate instances for every ATM, IMPS, UPI for every individual bank. WBSCB & its Member Banks recognizes that this is an extensive undertaking and therefore, it would want the bidder to understand its vision and understand that the solution is not just outsourcing but is transformation of business through technology.

The bidder should arrive at the sizing independently for every individual banks. In case, the sizing quoted by the bidder fails to meet the necessary services, WBSCB & its Member Banks will not bear any cost for upgrades or replacements. Also, during the contract period, growth of the banks should be considered. Any additional cost required for scaling up of hardware and/or software would be borne by the bidder.

The bidder will be responsible for the certification with NPCI for all NPCI products and should provide the same to WBSCB & its Member Banks. WBSCB & its Member Banks will be responsible for paying the Certification related charges to NPCI. As per NPCI, if any of the bank(s) changes any of its components (Switch/CBS) in the transaction flow in any NPCI product they need to mandatorily go for further certification with NPCI. Keeping in mind of this requirement, in future if WBSCB & its Member Banks changes its present Core Banking Solution (CBS) the bidder will be responsible for the certification with NPCI with the new CBS vendor without any additional cost during the tenure of the contract.

The bidder will be responsible to provide API/interface between WBSCB & its Member Bank's existing CBS application with ATM/Micro-ATM switching solution. The bidder will also responsible for any other external APIs as required for the proposed solution. However, if the WBSCB & its Member Banks changes their current CBS Application, bidder has to provide interface with the new CBS application without any additional cost during the tenure of the contract.

The bidder should be able to deploy adequate staff/personnel having requisite qualifications and experience to provide above services (in a cost-effective manner) and meet service level requirements (as would be prescribed in the contract, in line with industry standards).

PLEASE NOTE THAT THIS IS AN OVERVIEW AND FURTHER DETAILS OF THE SCOPE OF WORK FUNCTIONALITY ARE STATED IN THE **ANNEXURE -1** "**FUNCTIONAL AND TECHNICAL REQUIREMENTS**"

1. **ATM Switch:** Provide centralized ATM/Micro ATM switch solution with separate instances for WBSCB and its Member Banks. The bidder will be responsible for performing all the certifications of individual

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banks with NPCI. The Bidder to provide support/ maintenance services for the products supplied by skilled staff to ensure that expected levels of uptime, as desired by the WBSCB & all other Member banks, is met. Provide specific contingency and incident resolution plans.

2. **Card Management:** Deploy a Card Management Solution with separate instances for WBSCB and its Member Banks. The solution should support related Services to support Warm listing, Hot listing, Re-Issuance/Blocking of Card and PIN, Setting Card Usage Limits for Domestic and International (whenever required) and Integration with omni channels (whenever required), FRM (mentioned below in scope of work) / EFRM and any other regulatory solution required by WBSCB and its Member Banks. Providing application access at branch level for electronic card requisition/blocking/hot-listing etc. and to WBSCB and its Member Bank's call center office for performing Warm listing, Hot listing, Re-Issuance/Blocking of Card, Enquiry about Cards, PIN Generation, Raising a request for Issuance of Duplicate card etc. Card Personalization Services including Generation of green PIN and sharing the details with card printing Service provider in a secured manner adhering to the regulatory and statutory requirement.
3. **EJ Pulling Software:** ATM/CD/CRM should be compatible with EJ pulling software agents such as Tranxit/SDMS/Radia/Infobase etc. and /or with any other EJ pulling agent that may be deployed from time to time or as per the standard suggested by RBI/NPCI. ATM-wise EJs should be stored in the EJ server at a centralized location for minimum period of 12 months online. The Bidder is expected to ensure EJ pulling from the ATM at specified time as per WBSCB and its Member Bank's specifications. ATM-Wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. The EJ pulling software should be capable of pulling the EJ's from any make and model ATM/CRM. The detailed transaction information should be captured in the EJ however, the below mentioned mandatory fields should be present in the EJ report for ATM cash withdrawal transactions:
   a. Card Entry (Masked Card Number & time of transaction)
   b. Amount Entry (Transaction Amount & time)
   c. PIN Entry (Time of entering the PIN)
   d. Request send to switch (Transaction request time send to switch)
   e. Response received from switch (Time of getting response from switch)
   f. Cash Stacked Status
   g. ATM transaction number
   h. Switch RRN number
   i. Cassette Configuration Details
   j. Switch data containing the complete transaction details from switch end (card number masked, transaction date & time, transaction type, response code etc.)
   k. Counters information
   l. Cash Presented (Time)
   m. Cash taken/timeout (Time)
   n. Other ATM Messages (if any)
4. **Monitoring of ATM/CD/CRM:** The Bidder should provide GUI/Web based monitoring tools for existing ATMs as well as new ATMs/CDs. The monitoring tool should have features to trace the transaction,

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monitoring performance of application and troubleshooting, a distributed view for logical group of ATMs for conducting all system set-up and maintenance and network monitoring and control activities. The monitoring tool application should be made available with separate instances for WBSCB and its Member Banks.

The solution should provide online monitoring tool for the complete setup which should provide following functionalities –

I. Should be GUI based with dashboard facility (configurable to user's need) at multiple locations.

II. Provide online status of ATMs, devices, interchanges, host etc. connected to switch. Should also indicate the reason in case of down/ problem in ATM.

III. Should provide online transactions surveillance giving information/ analysis on TPS, transaction wise, interchange wise, type of transactions wise, successful/ decline ratio, reason for declining of transaction, abnormal transaction behavior on particular device etc.

IV. Hardware performance monitoring like CPU, memory, Disk I/O, other performance parameters etc.

V. Should provide facility for defining the thresholds for different parameters.

VI. Should be able to provide intelligent MIS for a desired duration on all above parameters including ATM up/ downtime.

VII. Any other complete solution related monitoring parameter not mentioned above.

VIII. Cash position monitoring.

5. **Reconciliation:** Provide daily reconciliation services to the WBSCB & its Member Banks and provide assistance to handle dispute management of all delivery channels which WBSCB and its Member Banks looking for, throughout the project tenure without any additional (one-time, setup, implementation, migration) cost to the banks. Reconciliation services should be made available separately for WBSCB and its Member Banks. It is the responsibility of the bidder to provide product wise (ATM, IMPS, UPI, BBPS) individual auto reconciliation module/instances separately for WBSCB & its Member Banks. The bidder will perform the auto reconciliation based on the individual product reconciliation logic defined by the regulatory authorities and provide the individual product wise unmatched entries to the WBSCB & Its Member Banks with necessary action to be taken. The recon of unmatched entries done by WBSCB and Its Member Banks should be maintained in logical manner in Bidder provided Recon solution. Bidder will also be responsible for preparing & providing the bulk upload files (for uploading in NPCI back-office portals) to the individual banks based on the daily reconciliation logic & other files received from NPCI.
6. **Settlements**: Provide assistance for transaction's settlement of all digital and or delivery channels and or products (current and future) within a project tenure without any additional cost to the WBSCB and its Member Banks. Settlement services should be made available separately for WBSCB and its

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Member Banks.

7. **Integration:** Integration with the (Current and Future) CBS and other related systems of WBSCB & its Member Banks within a project tenure without any additional cost to the banks. Integration of CBS instance and related systems will be done with switch instances of individual banks.
8. **Interfaces:** Interface with the (Current and Future) CBS and other application / devices of WBSCB & its Member Banks within a project tenure without any additional cost to the banks. Interfaces will be done with switch instances of individual banks.
9. **Network Bandwidth and Registration**
    a. Provide and Maintain network connectivity between bidder's DC and DR with the WBSCB & its Member Bank's (existing/ future) DC and DR during the contract period.
    b. Provide and maintain at least a Dedicated/Shared Network with NPCI. And any other connectivity required for providing scope services.
    c. Network bandwidth shall be independent for all the banks and Registration shall be on individual banks name.
    d. Provide and maintain the network connectivity between NPCI's DC & DR with the bidder's DC & DR for NPCINET which is required by WBSCB and its Member Banks for accessing all the back-office portals of NPCI.
10. **Fraud Risk Monitoring Solution:**
    a. The bidder should provide full- fledged Fraud Risk Monitoring Real- time solution for all types of transactions taking place through switch such as Debit Cards, KCC Cards, IMPS, UPI, BBPS and all the future delivery channels in hosting model.
    b. The FRM solution offered should be configurable, scalable and customizable and integrated with the ATM switch, IMPS Switch, UPI Switch, Core Banking solution and all future delivery channels to support the WBSCB & its Member Bank's requirement on Fraud Risk Monitoring and take real-time decision.
    c. The solution should provide an option to configure rules based on various risk parameters, test the same in live database to analyze the impact of implementing the rule before enable the same in live.
    d. The FRM solution offered by the Bidder should have all the parameters available in the solutions currently being used by the banks and shall be customizable to enable any new parameters as per the requirements given by the bank(s)/any regulatory authority in future.
    e. Option should be available in the FRM system to block transactions on the basis of country code, currency code, MCC and other parameters defined by bank(s) & regulatory authorities from time to time.
    f. The system should provide the risk score for each transaction basing on the defined set of rules using which the switch can take a decision either to approve or decline the transaction.
    g. The FRM solution offered by the Bidder should be capable of monitoring the transactions from all the channels connected to the switch in hosted model. The definition of rules, monitoring and decision of the transactions to be done in consultation with WBSCB & its Member Banks. The Bidder has to provide a comprehensive web access to individual banks

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for FRM for a minimum of five users per individual bank.

11. Mobile Banking Solution:

Currently WBSCB and some of its Member Banks are live in Mobile Banking App with existing vendor. Some of the Member Banks may receive license for mobile banking operations in near future. The banks have detailed out the mobile banking scope as future requirement. The banks reserves its right to opt for mobile banking solution, change the scope of the RFP considering the size and variety of the requirements and the changing business conditions which shall be mutually discussed and agreed at that point in time. However, the cost mentioned by bidder as part of their proposal shall remain valid during the entire period of contract.

i. The proposed solution should have functionality for handling retail as well as corporate customers of WBSCB & its Member Banks on Mobile Channel. The proposed solution should also support interfacing with ATM switch, Internet banking, interfacing with BBPOU (Bharat Bill Payment Operating Unit) for BBPS and other channels of the banks (Existing and future within a project tenure) for seamless integration, parameterization, customization etc. without any additional cost to the banks.

ii. The solution should include, but not limited to, the following:
   a. The solution should deliver the listed services as given in the scope document.
   b. Bidder should implement the solution at Bidder DC, DR-Site and UAT environment.

iii. Any software/Interface/API required for integrating with the existing Core Banking Solution to be provided by Bidder throughout the contract period without any additional cost to the banks. WBSCB & its Member Banks is currently using Bancs24 provided by TCS and C-Edge. It is preferable and will be an additional advantage if the bidder is having any prior experience in sharing API/ Interface with TCS or its subsidiaries for smooth and seamless data sharing.

iv. The Bidder will be responsible for obtaining any information related to API sharing/ Interface development from TCS team or C-Edge without any intervention of bank team.

v. The proposed solution should be compatible in terms of communication/ synchronization with WBSCB & its Member Bank's present Core Banking Solution.

vi. To provide support for trouble shooting and enhancements in the Services during the contract.

vii. To implement proposed Mobile Banking solution by interfacing with Bank's Core Banking application and interfacing with NPCI for IMPS, UPI, BHIM, BBPS or any other services offered by NPCI (Existing and future) within the project tenure without any additional cost to the Bank.

viii. The proposed solution should also support interfacing with Financial Transaction Switches proposed by the Bidder for seamless integration, parameterization, customization etc. as required with appropriate security guidelines issued by all statutory authority within a project tenure without any additional cost to the Bank.

ix. The solution should be integrated with online banking channel offering a central transaction management, business logic orchestration and application administration. Single integration with host systems with a unified data architecture model.

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x. The solution offered should comply with all the Operative Guidelines for Mobile Banking Transactions in India issued by all statutory authority. The solution should also comply with any further guidelines and mandates issued by all statutory authority for Mobile Banking Transactions. Bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the solution including the software, procedure and operations as required from time to time to comply with any new rules of Indian Law or new rules from RBI/IBA/MFI/NPCI/Bank for providing the Mobile Banking services to The Bank.

xi. The solution should be compatible with industry standard Mobile Platforms ie. Android and iOS. Bidder should ensure the compatibility of solution provided for all the impending updates / upgrades of various Mobile Platforms without any additional cost to Bank.

xii. The proposed solution should be compatible with all the Basic Mobile Phones, versions, Feature Phones, and Smartphones & Tablets meeting the industry standards & laws.

xiii. The proposed solution should be able to provide various MIS reports/customized reports required time to time to the bank management and/or statutory authorities within a project tenure without any additional cost to the bank and which should be configurable in nature.

xiv. The proposed solution should be scalable so that there should not be any restriction in terms of number of users or volume of transactions in either way for Android and iOS.

xv. 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/statutory authority or in case of non-availability of primary / DC site of WBSCB and its Member Banks

xvi. The proposed solution should be well versed with functionality as of now to support English language. In future if bank wish to/mandatory required any additional languages within the project tenure, Bidder has to provide the same without any additional cost to the bank.

xvii. Bidder has to offer technical and functional support of the service for contract tenure post implementation of solution. During the project tenure, Bidder must provide onsite technical and functional resources for providing support to the Bank's staff as and when required without any additional cost to the bank.

xviii. The bidder will be required to provide technical support to the banks during the entire contract period.

xix. For any new platform/model/OS/upgrade, Bidder will provide complete functional and technical solution/ features/ application within thirty days of launch in India without any additional cost to the bank.

xx. The proposed solution should be compliant with the regulatory, Security and Cyber security guideline.

xxi. Bidder needs to mention any other security feature supported by the system with details and architecture of security components. Bidder should provide an application to bank Staff, bank Call Center Users and any other user designated by the banks for real time transactions monitoring with related reports, complaint tracking module along with customer management. Bidder will have to include version upgrade and enhancements in services on account of industry dynamics as a part of the Annual Maintenance. Any development work of such type

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will be carried out by the technical team of Bidder.

xxii. Bidder must undertake suitable changes in the solution including the software, procedure and operations as required from time to time to comply with any new rules of Indian Law/RBI/IBA/MFI/TRAI/Govt. of India/NPCI and other Regulators for Mobile Banking services without any additional cost to the bank.

xxiii. Bidder will have to provide a detailed process as well as training to bank staffs for registration and activation of mobile banking. The process needs to be simple, easy to understand and secured for better acceptability by consumers with minimum technical knowledge.

As part of the implementation:

i. Bidder shall prepare a project plan and a resource deployment plan with timeline for implementing mobile banking solution in the Bank.
ii. Bank to use a **phased roll-out approach** for implementation of mobile banking solution. Go-Live has to be done only after implementation of all the functionalities requested by the Bank as part of **Annexure 1** and responded by Bidder as "Fully Compliant" or "Customized".
iii. There shall be stabilization period of 30 days post go-live of mobile banking solution. During this period, Bidder is also expected to provide hand-holding services to the operations team.
iv. Bidder is expected to ensure that functionalities currently being used by the Bank or being envisaged by the Bank are made available.
v. Bidder is expected to ensure all the regulatory requirements for mobile banking solution are made available without any extra cost.
vi. Bidder is expected to carry out a requirement study for the functionalities and services required by the Bank, to gain understanding of the business requirements.
vii. Bidder is expected to customize the screens, design and layout of the solution depending on the requirements of the bank, at no additional cost to the bank.
viii. Bidder is expected to assist the bank in performing UAT of the solution as part of deployment and subsequent changes. Bidder will prepare test cases, documents and shall be responsible for securing necessary approval from Bank.
ix. Bidder is expected to customize the solution based on requirements of bank. All the statutory and regulatory requirements of the bank, impacting the solutions to be implemented under the scope of this project, will be provided to the bank at no additional cost to the Bank during the period of the contract.
x. Bidder would be expected to implement, manage, maintain, and monitor the solution for the period of the contract.
xi. Bidder is responsible to impart requisite training to the Bank.

Based on the contents of the RFP, Bidder shall be required to independently arrive at a solution to support bank's requirements, after taking into consideration the effort estimated for implementation and the resources and the equipment requirements. The bank expressly stipulates that on board of Bidder under this RFP is on the express understanding that this RFP contains only

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the principal provisions for the entire assignment and that delivery of the services and the deliverables in connection therewith are only a part of the assignment as per the defined scope of work. Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the bank.

Bidder has to envisage all necessary services to be provided and ensure that the same are delivered to the bank. The bank will not accept any plea of Bidder later for omission of services mandatory for successful implementation of the solution as per the defined scope of work on the pretext that the same was not explicitly mentioned in the RFP.

Bank will undertake the Audit/vulnerability assessment and penetration testing of the solution by third party/independent auditors as per requirement of the Bank/Regulatory authorities. Consequence to any observation, if any changes are required in the solution, same has to be carried out by the vendor without any additional cost to Bank.

12. **IMPS Switching Solution:** Currently, IMPS Switching Solution will be implemented by only those banks which are live in Mobile banking solution. Some of the Member Banks may receive license for mobile banking operations in near future and can opt for IMPS Switch solution. The bidder is free to propose how the switching solution will be implemented i.e. (Integration with existing Mobile app/ or any other way out that bidder wishes to propose). However, the cost mentioned by bidder as part of their proposal shall remain valid during the entire period of contract.
    In addition to this the Bidder is required to configure, customize, maintain, supply and provide support of IMPS Switch as and when required with separate instances for WBSCB and its Member Banks on OPEX, which also includes but not limited to:
    i. Supply, installation, customization / development, implementation, and maintenance of required solutions including all relevant solution(s).
    ii. The proposed solution should follow an enterprise model at Corporate Level and there should not be any restriction in terms of number of users or volume of transactions in either way.
    iii. Provide interfaces required to integrate the solution with Core banking solutions
    iv. Provide solution helpdesk.
    v. Provide Training to bank
    vi. Provide hand-holding support during roll-out of the IMPS Solution.
    vii. Provide interfaces required to integrate the solution suggested by bank throughout the project tenure.

    The Bidder has to envisage all necessary services to be provided and ensure that the same are delivered to the bank for running IMPS solution successfully. The banks will not accept any plea of The Bidder at a later date for omission of software & services mandatory for successful implementation of the solution as per the defined scope of work on the pretext that the same was not explicitly mentioned in the SOW.

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i. The Bidder shall be required to facilitate and extend technical support during the certification of proposed IMPS Switch solution with NPCI time to time.
ii. IT Security being prime concern; Solution should not breach the security of any other installations of Bank in any way.

Bank will undertake the Audit/vulnerability assessment and penetration testing of the solution by third party/independent auditors as per requirement of the Bank/Regulatory authorities. Consequence to any observation, if any changes are required in the solution, same has to be carried out by the vendor without any additional cost to Bank.

13. **UPI Switching Solution:** Currently, UPI Switching Solution will be implemented by only those banks which are live in Mobile banking solution. Some of the Member Banks may receive license for mobile banking operations in near future and can opt for UPI Switch solution. The bidder is free to propose how the switching solution will be implemented i.e. (Integration with existing Mobile app/ or any other way out that bidder wishes to propose). However, the cost mentioned by bidder as part of their proposal shall remain valid during the entire period of contract.
The Bidder is required to configure, customize, maintain, supply and provide support of UPI Switch as and when required with separate instances for WBSCB and its Member Banks on OPEX, which also includes but not limited to:
    i. Bank needs a robust enterprise-wide solution for Unified Payment Interface (UPI) to provide all facilities and services (including Interbank Funds Transfer for inward and outward transactions) as required by NPCI.
    ii. The License for the solution to be Enterprise which means unlimited client licenses for Bank's branches and to support new channels during the contract period.
    iii. The solution should be implemented at The Bidder Data Center and Disaster Recovery Center and should have a separate test set up.
    iv. The solution should be adhering to the latest version of NPCI UPI technical specifications and latest version of NPCI UPI procedural guidelines.
    v. Solution should be capable of adopting any future regulatory requirement and any new additional functionalities.
    vi. Unified Payment Interface (UPI) solution proposed should be capable of working under cluster with high availability network load balancing.
    vii. Unified Payment Interface (UPI) should be capable of processing 150 TPS / suggested by NPCI from time to time.
    viii. Unified Payment Interface (UPI) solution should also facilitate online DC – DR replication and retrieval capability in a seamless manner.
    ix. The proposed solution should seamlessly integrate with the Bank's Alternate delivery channels i.e., ATM, Internet Banking, Mobile Banking, IMPS solution, SMS and Bank's CBS, Cash Management system, Financial Inclusion gateway, Multi-Function Kiosks, Remittance agencies, bulk file upload facility for payment. Common API or Web services necessary for channel integration to be provided.
    x. The proposed solution to have direct interface with Bank 's CBS.

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PSP Web Application

- Customer on-boarding
- Merchant on-boarding
- Payment transactions (Push & Pull)
- Communicate with UPI host
- Receive inward transaction and respond
- SMS integration
- E-Mail integration
- Connect to other service providers (Travel, ticketing, utility bill payment etc.)
- Interface with mobile app server
- Reconciliation and Settlement as defined by NPCI
- Virtual address management (PSP virtual address, Merchant specific virtual address etc.)
- Global address management like Aadhaar, mobile number
- Single click 2 factor authentication
- Charges module
- API support for all channels
- Reports
- Support four party architecture as defined by NPCI
- Transaction history
- Hot listing of registered users account through self-service means
- Encryption support

PSP Mobile Application

- Application for Android & IOS. Also, any web application for Mobile browser if required.
- User registration with OTP authentication and strong binding of mobile app.
- Change password
- Forgot password
- Add bank account
- Integrated secured library of NPCI to capture PIN
- Easy navigation screen for accessing available functionality
- Services like Ticketing services (air, bus), Prepaid recharges (mobile, DTH), Hotel booking
- Utility bill payment services
- Facilities like Set reminder for payment, Reminders for bills, Snooze request etc.

i. Solution to implement any new products offered by NPCI during the contract period and other regulatory requirements.
ii. Solution to directly interface with NPCI solution, CBS, Mobile Banking, IMPS, Internet Banking, ATM switch, MFKs and FI gateway without any middleware.
iii. The successful bidder should provide all requisite software licenses and hardware for successful implementation of UPI solution.

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iv. The Bidder should perform the UAT pre-customization and post-customization.

v. The Bidder should provide go-live support and handholding for the solution till 30 calendar days from the go-live date.

14. **BBPS Switching Solution:** BBPS solution will be implemented by WBSCB and Member Banks post their successful Go-Live of IMPS and UPI solution. The selected bidder has to integrate the mobile banking application with WBSCB & its Member Bank's selected BBPOUs individually for providing BBPS Solution within the project tenure without any additional cost to the banks.

15. **Online Dispute Resolution:** The bidder has to provide an Online Dispute Resolution (ODR) system for resolving customer disputes and grievances pertaining to digital payments, using a system-driven and rule-based mechanism with zero or minimal manual intervention. The ODR system must be technology-driven, customer-friendly and transparent and unbiased mechanism for resolving the customer disputes & grievances with zero or minimal manual intervention. The ODR system should be capable to handle product wise all types of transaction related issues/complaints/grievances/disputes for ATM, IMPS, UPI, BBPS etc. as per the guidelines specified by RBI/NPCI or any other regulatory authority from time to time. Below are the list of features which the ODR system should handle through an automated/API driven mechanism.

    - Raising of Complaints
    - Conversion of complaints to chargebacks
    - Raising all types of Chargebacks (Including Wrong Credit chargeback & Fraud Chargeback)
    - Handling of transaction type wise chargeback cycles
    - Handling of auto updation of Timeout/Deemed Approved transactions (TCC, RET, DRC)
    - Handling of Credit Adjustments & Online Refunds
    - Handling the NPCI confirmations on Refund Reversal Confirmation

16. **Micro ATM Application:** Currently WBSCB and its Member Banks are live on Micro ATM devices with existing vendor. The banks have detailed out the scope for Micro ATM Application as a need based requirement if they wish to transit from existing Micro ATM Application vendor. The banks reserves its right to opt for Micro ATM Application, change the scope of the RFP considering the size and variety of the requirements and the changing business conditions which shall be mutually discussed and agreed at that point in time. However, the cost exclusively mentioned by bidder for Micro ATM Application as part of their proposal shall remain valid during the entire period of contract.

    i. Micro-ATM solution should be compatible with any Micro-ATM device which is compliant with version 1.5.1 and /or its latest revision as prescribed/suggested by IDRBT/RBI/NPCI/UIDAI/IBA/any statutory authority.

    ii. The bidder shall install, configure, test, commission & provide annual maintenance/technical support for the Micro ATM application to meet the functional and technical requirements as mentioned in Annexure 1 Functional and Technical Requirements of Micro ATM.

    iii. The bidder is required to provide the commercial as per **Annexure 7- Commercial Bill of Material**.

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iv. The bidder has to provide a front-end client application for the device & the same is to be integrated/interface with the bank's existing Core Banking Application, ATM Switching solution and IMPS switching solution. Also, the bidder has to support for any integration of any other necessary application software solution with biometric application system, ATM switch as well as with gateway systems of NPCI/UIDAI or any other Govt. organization as specified by Bank from time to time within the project tenure without any additional cost to the Bank.

v. Bidder is responsible for RD Services, Certifications or any requirements for AePS as per guidelines issued by UIDAI or any statutory authority within a project tenure without any additional cost to the Bank.

vi. The Micro ATM application should comply with FIR-FMR Single PID block in Aadhaar based biometric / Fingerprint Authentication.

vii. The Micro ATM application should support & be capable of processing both On-us and Off-us transactions of the bank as per RBI instructions and relevant guidelines.

- On-us transactions be processed internally as within the Bank.
- Off-us transactions be routed through multi-layer gateway/switches for payment and settlement.

viii. Bidder has to upgrade/patch/install/re-install application as required by Bank on Micro ATM to perform basic banking services and interface for AePS transactions and PIN-based RuPay (EMV) card transactions. Bidder has to install/re-install certificated/security key on Micro ATMs.

ix. E-KYC is currently not in scope, but WBSCB & its Members Banks may require in project tenure without any additional cost to the Bank. The base application should be capable enough for future requirements.

x. Any customization of application software / Biometric Software that is required to be carried out during the UAT and post-Go-Live up to **one year** inclusive of any functionalities, reports suggested by the WBSCB & its Member Banks on time to time at no additional cost to the Bank.

xi. In the case of software, the bidder should guarantee that the software supplied to WBSCB & its Member Banks is licensed and legally obtained.

xii. The bidder shall indemnify, protect and save WBSCB & its Member Banks against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, etc. or such other statutory infringements in respect of Micro ATM and allied applications.

xiii. The allied application should be 1 year comprehensive warranty and the 2nd, 3rd, 4th & 5th year ATS will be charged separately as per the commercial bill of material. During these five years tenure, the bidder is responsible to provide for any updates, upgrades, patches, changes in statutory requirements, new statutory requirements, and bug fixation without any additional cost.

xiv. The bidder must specify/share the list of components which are covered and not covered in comprehensive warranty under technical response.

xv. The bidder must provide the additional commercials if any of the part which is not covered in comprehensive warranty.

xvi. The bidder shall supply all the related documents and necessary media of the software loaded in

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the Micro-ATMs without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.

xvii. The bidder is required to provide all the software & corresponding licenses such as application software for handheld & servers (DC & DR), RDBMS (if any) and middleware (if any) etc. as part of the bid & commercials.

xviii. The bidder is required to clearly specify the hardware requirement which will be required for hosting the applications at bidders DC & DR, In case any security device is required for the application the bidder is to specify the same also.

xix. Provide API/Interface between Bank's existing CBS application with Micro-ATM solution. Bidder is responsible for the any other external APIs as required for the proposed solution. However, if WBSCB & its Member Banks changes their CBS Application, the bidder has to provide interface with the new CBS application without any additional cost during the tenure of the contract.

Note:

- Unless expressly stated otherwise, for all the solutions provided by the Bidder is required to factor the necessary hardware, software, network, services as per defined scope. Additionally, The bidder is required to design, size, procure, deliver, implement, deploy, parameterize, customize, interface/integrate, train, maintain and manage the end-to-end solutions as per the scope.
- In case, the bidder has not indicated any component/module in their proposed solution and is required for providing services to the WBSCB & its Member Banks, the bidder has to provide required services/peripherals/equipment's within the contracted price at no additional cost to the banks.
- The bidder is also expected to provide, as a part of the RFP, a detailed document that explains the general solution architecture of the solution, project implementation methodology, migration methodology, project governance with support mechanism proposed by the bidder. The response should also include details of the hardware, software and services proposed.
- WBSCB & its Member Banks may also decide to carry out pre-launch audit of the application by an internal or external agency. The findings of the pre-launch audit need to be rectified by the Vendor before going live. WBSCB & its Member Banks would undertake audit/vulnerability assessment and penetration testing of the application by third party/independent auditors as per requirement of the individual banks/regulatory authorities. Consequence to any observation, if any changes are required in the application, same has to be carried out by the bidder without any additional cost to Bank. The first VA/PT should be conducted by the bidder from a (CERT-IN empanelled auditor/ reputed auditor verified by regulatory bodies) without any additional cost to the bank followed by the VA/PT by bank from its empanelled auditor before Go-live of any solution as mentioned in the scope of work.

5.1 Timelines

The Bidder is required to implement the project within the stipulated timelines provided below:

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Deliverables	Elapsed Time (T: - Date of Acceptance of Purchase Order)
Mobile Banking (If any), IMPS, UPI (For Licensed Banks) and BBPS Interface (Post Go-Live of IMPS & UPI) along with ATM Switch Solution, with other applications (Card Management Solution, Dispute Management Solution, Reconciliation Solution, EJ pulling Software, ATM/CRM monitoring solution and any other solutions/services provided by the bidder) shall be set up and made live full-fledged including migration.	T+ 4 Months

Note:

- The implementation shall comprise of system configuration, customization, pilot implementation, UAT and system roll out. The Bidder shall submit schedule of activities and its timelines within overall implementation period and shall be agreed upon by the Bank.
- The Bidder to provide implementation plan meeting all the requirement of in scope applications and in adherence to the SLA and timelines as a part of the Technical Proposal.
- Liquidated damages (Section 6.54) will be imposed if the Bidder fails to deliver the hardware / software/ services within the stipulated timelines.
- The Bidder will be responsible for delivering the end-to-end solution and will be the single point of contact for the Bank.

Sr.No.	Components	Purchase Model for WBSCB
1	Mobile Banking, IMPS switch and solution, UPI switch and solution, ATM Switch Solution, along with other Allied applications (Card Management Solution, Dispute Management Solution, Reconciliation Management Solution, EJ pulling Software, ATM/CRM monitoring solution)	Operating Expenditure
2	Data Migration	Onetime Expenditure
3	Training & Handholding	Onetime Expenditure
4	Network	Provide and Maintain network connectivity between the bidder's DC and DR with the Banks' (existing/ future) DC and DR during the contract period. The

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		links will be on Bank's name and the individual Bank will pay the charges. Provide and maintain network connectivity between bank's DC and DR with NPCI's DC and DR for accessing NPCI back-office portals of all the products.

Note: The Operating expenditure refers to a model wherein the expense will be leased over a definitive time and staggered. For all Operating expenditure items, The Bank will sign any leasing agreements if required only with the Bidder and the prime Bidder needs to factor costs pertaining to this in this bid itself.

5.2 Data Migration

The bidder will formulate the data migration strategy for all components of the solutions (ATM Switch, Card Management, Dispute management, Reconciliation Solution) and submit the proposal to the individual Banks. The bidder would be fully responsible for all data migration (with zero loss) related activities and WBSCB & its Member Banks would only facilitate a joint meeting of the existing service providers/vendors/interchange agencies and the selected vendor. The bidder shall perform pilot migration on a pre decided bank (It can be WBSCB or any other bank out of 14 DCCBs/CCBs) for validation of data integrity and quality checks. After successful mock migration confirmation, the bidder will perform phase wise data migration for other remaining banks.

1. Migration of data from the WBSCB & its Member Bank's existing switch to the proposed ATM switch involves retaining both the card data and customer profiles. The bidder is required to prepare a project plan as well as migration plan with all the banks and the progress needs to be shared with the individual banks on a regular basis at the frequency required by the WBSCB & its Member Banks. If any card is required to be issued, it will be at no cost to the banks. The Bidder should ensure old data of the cards as well as the PINs that are associated with the cards are retained and the same are migrated to the new switch. The Bidder should also ensure no card would be required to be reissued to the old customers. If any card is required to be reissued on account of a lapse on the part of the Bidder during the migration process, it will be at no cost to the banks. It should also ensure that mapping of the old data to the new switch is as per the standards defined by the WBSCB & its Member Banks and regulatory Authority.
2. The bidder shall migrate bank-specific customizations for the WBSCB & its Member Bank's products from the existing switch to the proposed ATM Switch. Maintenance and support for the same should be at no additional cost to all the banks.
3. The bidder shall migrate all card and related data from WBSCB & its Member Bank's existing Card Management System to the new Card Management System within the scope of this document and at no additional cost to the banks.
4. Currently WBSCB and its Member Banks have unused White Plastic Cards from its existing vendors. Bidder to ensure capability to use those cards for issuance to customers from its newly implemented Card Management Solution. Personalization (if any) / Mapping with new ATM Switch will be the responsibility of bidder and shall be discussed with individual banks during the

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implementation period.

5. Presently all the banks are not live in mobile banking. The bidder shall be responsible to migrate all the data related to mobile banking (if any) and applicable for existing banks having mobile banking license and not for any new bank.
6. Migration Strategy for Cards
    a. Establish an interface between the WBSCB & its Member Bank's existing switch old switch and the proposed ATM switch
    b. Migrate all cards and PIN data from the WBSCB & its Member Bank's existing switch to the new switch while maintaining the integrity of the card and PIN data.
    c. Migrate all card data from WBSCB & its Member Bank's existing Card Management System to Card Management System offered by vendor.
7. Data Migration from bank's existing old switch to the proposed ATM switch
    a. The Bidder will be responsible for migration of the switch data from WBSCB & its Member Bank's existing switch to the proposed ATM switch. All current functionalities and customizations available currently on WBSCB & its Member Bank's switch including on front-end devices like ATMs will have to be migrated seamlessly by the bidder onto the proposed switch. The bidder is also responsible for migration of legacy data of existing system as part of the migration activity. It will be the responsibility of the Bidder to coordinate with WBSCB & its Member Bank's existing switch service provider for migration of ATM switch data including Card, PIN data and Value-Added Services Modules from the existing system to the proposed ATM switch with Zero loss and no change in the existing data taxonomy for all transaction processes. In case WBSCB & its Member Bank's existing switch service provider is unable to provide the data in the desired format or provide partial/incomplete data, it is fully bidder's responsibility to get the complete data in the desired format from the WBSCB & its Member Bank's existing switch service provider and ensure seamless migration. Similarly, administration and end user interfaces should remain unchanged. It would be the responsibility of the selected vendor to ensure that migration is accomplished with all the existing conventions and concepts available in the existing system.
    b. Migration activities shall be divided into three main categories as described below:
        - Pre-migration Activities.
        - Data Extraction and Loading in New Switch
        - Post-migration Activities

8. Pre-migration activities: Before migrating data from the WBSCB & its Member Bank's existing switch either automatically or manually, there are certain activities that need to be completed as pre- requisites related to cleaning up existing data. These activities would be identified during the course of the data mapping discussions with the Bank's team.
9. Data Clean-Up: All the requirements of bringing the source data in the desired, synchronized and integrated form would have to be dealt with by a data cleaning-up exercise. Data migration

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activities should ensure that the existing data inconsistencies are brought to a common functional requirement. Missing or incorrect data must be rectified before migration. Taking into consideration the design and customization changes, unique keys for each table would be identified. The Bidder will have to ensure that there are no duplicates on these keys. Mock migration runs would give indication on possible data clean up that needs to be taken up before the actual data migration run.

10. Post-Migration Activities: The data that could not be converted due to reasons like unavailability in the extraction file or due to erroneous source values needs to be manually maintained as a post-migration activity. The data which is defaulted by the conversion programs due to non-availability in the old system also be required to be enriched and modified later on for any corrections. The Bidder along with the Bank's team will arrive at a consensus on manual migration of a few records based on the volume / number of records.
    a. Data Extraction and Loading in New switch
        - Data required for automatic migration for each module is to be discussed and separate documents for each of the modules would be agreed upon and signed off for that purpose in consultation with the Bank's team. This document would enlist the field-to-field details in the new switch, their mappings with the existing system fields, and corresponding action on each of them. The Bidder should carry out extraction of data from the existing switch to the new switch.

11. Transition Activities:
    a. Test the new network before deployment with the core banking solution (Existing & future) etc., carry out sample reconciliations and present to Bank for approval on tests and schedule.
    b. Carry out migration of ATM Switch and cards on schedule – any delay will attract penalty.
    c. In case the cards are found to be non-functional at the ATMs due to any reason during the migration, reissuance of such cards shall be the responsibility of the bidder.
    d. Migration of hot-listed card details from the existing switch to the proposed new ATM switch including archive data.
    e. Migration of Master Card and RuPay card data from the existing switch to the proposed new switch.
    f. Migration of Bank specific customizations for bank's products from the existing switch to the proposed new switch

Data Migration is concerned with the transfer of data from the existing system(s) to the proposed system(s). This section broadly describes the scope for Data Migration from existing source systems to the proposed System(s).

The overview of the bidder's tasks is as follows:

- Data Mapping between the existing application(s) vs the proposed system(s)
- Transform and load the data into the proposed system(s)
- Perform data cleansing and removing data insufficiency while migrating

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- Provide consistency check on the data loaded into the proposed solution and confirm that there is no data loss or error of data values
- Bank's obligation is to assist the selected vendor to extract data from the existing application(s) in an agreed format
- The Bidder is required involve project manager during all discussion about migration.

Data Migration is an intensive operation including migration of transaction related data, user profiles including credentials, customer identifier, key user contact information, token mapping, user rights/ privileges and access control, limits, favourites etc.

Based on the design philosophy between the legacy and the proposed applications and the resultant complexities, The Bank may opt not to migrate some of the above data (for security information like user rights/ privileges and access control) but may also create it afresh in the new application(s). The Bidder to ensure that the required data is migrated smoothly.

The most important area related to migration other than transaction data is User profile including the Credentials for authentication, as it has a direct impact on the customers of the Bank.

For the purpose of this RFP, The Bidder is required to submit a detailed Migration Approach document as part of the RFP detailing out the following:

- Overall Migration Plan and Strategy
- Migration Approach for each application(s)/Platform/Framework
- Migration Approach including but not limited to Transaction Data, User profile including Credentials etc.
- Schedule of Migration for each activity/ application
- Fall back/ roll back plan in case of any Disaster. In case of fall Back/Roll Back required in the event of unsuccessful migration/issues in the migrated application(s), the Bidder is required to roll back/fall back to the previously stable version/platform/framework (reverse migration) at no additional cost to the Bank post approval/confirmation from the bank.
- Dependencies/ Preparation/ Readiness required from the Bank for the migration.

It is advisable to the Bidder to propose an approach which will minimize the change. Bank may at its discretion reject the proposal, if the submitted migration & rollback approach, strategy and plan is found to be unsatisfactory to the bank without assigning any reason.

5.3 Infrastructure and Maintenance Scope

1. Hosting Site
    a. ATM Switch Primary Data Center and Disaster Recovery setup should be hosted in minimum Level of tier 3 Data Center and situated, operational in India and capable of providing all services mentioned in the RFP.
    b. If the bidder does not have own hosting site, then it is the responsibility of the Bidder to host the switch solutions and allied applications as mentioned in scope of work.

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c. The DC and DR sites should be in different seismic zones.
d. The Bidder partner's proposed ATM Switch application and surround applications should be PCI-DSS certified. The proposed ATM Switch environment & allied applications required as per RFP should be quality certified for PCI-DSS, PADSS, &Triple DES compliant wherever applicable.
e. Adequate Data security measures and controls should be in place in-line with industry standards (PCIDSS) and standards prescribed by franchisee/Associations and RBI from time to time. The Bidder shall ensure that the certification as specified, and any upgrades thereto are valid till the end of the contract period.
f. The complete solution offered must be in inconformity with the industry level standard security norms and need to be reliable, scalable and should ensure Physical and logical security of the network, equipment and sites.
g. The entire infrastructure proposed by the Bidder should be monitored and supported on a 24 x 7 x 365 basis by the bidder.
h. The Bank reserves the right to conduct post-implementation audits of the complete Solution Setup inclusive of software, hardware, services to ensure that the security controls are in place and for other Regulatory or Bank specific compliance checks.
i. The Bidder should have clear Disaster Recovery and Business Continuity Plan and the details of the same should be furnished along with the Technical Bid.

2. Network Connectivity
   a. Network Connectivity between Bank and bidder's Data Centers: The Bidder should provide adequate network bandwidth connectivity from bidder's proposed DC and DR to Banks DC & DR Site in HA Mode (Active-Active Load Distributed).
   b. If during the contract period, Bank shifts their co-location centers then the Bidder is required to provide the Network Connectivity between bidder's Data Centers and bank's new co- location centers (DC, DR and NDR) at no additional cost to the bank.
   c. The Bidder should have tools to monitor and report the performance and availability of the Network Bandwidth for the Bidder provided links on a real time basis.
   d. The bidder should provide bandwidth sizing as per the micro-ATM functional requirement which includes biometric authentication.
   e. Bidder to provide network bandwidth sizing as per the current and future functionalities required for ATM/Micro-ATM/ Mobile banking/ IMPS and UPI with minimum buffer of 10% which may also include BBPS, Ae-PS and Biometric authentication.
3. Backup and Recovery

   Bidder to provide a Backup and Restoration plan that they are willing to follow for WBSCB and its Member Banks as prescribed in (**Annexure 12 - Backup and Restoration Plan**). In addition to this Bidder must comply the below points on backup and restoration.

   a. The complete infrastructure (inclusive of data, application etc.) provided by the Bidder should be backed-up and should be restorable when necessary.
   b. The Bidder should Back-up, storage and restoration of data related to the hosted ATM switch and associated services, in a secure and reliable manner Backup, storage and restoration of configuration data for the hosted ATM switch and associated infrastructure.
   c. Backup, storage and restoration of any mission critical data related to the hosted ATM switch and associated services.

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d. The Bidder shall be responsible for Implementing and maintaining BCP and online DR readiness (including data replication) for the proposed solution and associated services. Business continuity solution should support source / target role switching capability and real-time secured data replication between the primary and the DR site with Minimum impact on overall system performance. The DR setup should be in active passive mode.
e. The Bidder is responsible to maintain all data of transactions in a history database for the period of the contract and provide access to the data as and when required by the bank, and/or should supply responses on queries raised by the Bank.
f. Able to perform for online, off line and end of day back up and restoration.
g. The Bidder should have well documented Backup and Restore Procedures.
h. Facilities for scheduling and to backup all files at strategic points to facility recovery/restart.
i. Facility to list all backup inventory/ History Log
j. Ability to perform complete/incremental backup remotely/centrally.
k. Monitoring of backup processes
l. After expiry/termination of the contract the complete back up of all data relating to this contract in a mutually agreeable electronic format should be furnished by the bidder. Further, The Bidder should set up a system in the bank (the hardware and software to be purchased by the bank) to store and access the data as per the requirements of the bank.
m. Response time/performance of critical application should not be affected due to Backup and restoration activity.
n. Periodically data to be provided to the Bank and bidder is responsible to restore the data and submit report quarterly basis.

5.4 Training

1. Cost of each individual training provided by the Bidder provided to designated officials of the individual bank shall be borne by the bidder on overview of system fundamentals, technical & functional requirements, Operating Systems, application software, databases etc. Including complete ATM Ecosystem, workflow, Card Management, ATM/Micro–ATM Switch, Dispute Management, IMPS & UPI, FRM, ATM monitoring solution, Reconciliation, Network connectivity walkthrough, Fault diagnosis and 1st Line support and any other solutions/services.
2. Training for ATM Switch Solution and its related Allied Applications will be done centrally for all the banks physically at WBSCB Head Office. Training related to IMPS, UPI Switch and its related services will be done Bank wise based on banks opting for IMPS, UPI Switch and Solutions.
3. Bidder shall conduct a familiarization session with all the banks Management Staff (respective bank's board members, Managing Directors, CEOs, Special Officers etc) after which Bidder shall commence the official training for ATM/Micro ATM switching solution and its related Allied Applications. The official training/hand holding support should be done before acceptance of the solution for 7 days physical training for officials identified by each individual banks and subsequently 3 days refresh training offline/online post 6 months of Go -Live. Bidder to decide group size of each training class and come up with a training plan during implementation phase. In addition to this Bidder to quote Cost of Training for ATM/Micro ATM switching solution as a lumpsum in Bill of Material.
4. The Bidder should provide one time training/ hand holding support for IMPS & UPI Switch Solution and Services before acceptance of the solution for 7 days physical training for officials identified by each

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individual banks opting for the solution and subsequently 3 days refresh training offline/online post 6 months of Go -Live. Bidder to decide on training location mutually with each bank and come up with training plan for the banks. Bidder to quote Cost of Training for IMPS/UPI Switch and Solution as a one-time rate for an individual bank in Bill of Material. The rate quoted for training for IMPS/UPI Switch and Solution shall remain valid during the contract period.

5. The training along with software documentation/manuals must be provided on site at proposed location suggested by the Bank.
6. Training infrastructure related to access to training environment ATM Switch, IMPS &UPI Switch, Card Management, Dispute Management solution, FRM, ATM Monitoring and any other solutions/services will be provided by Bidder. Banks will be responsible to facilitate the training with training room, desktop, projector etc. at mutually decided location, rest all infrastructure is to be provided by the bidder.
7. The activities mentioned in training are indicative and not exhaustive. It is expected that training will enable the Bank's employees to understand the functional and technical aspects of the solutions as relevant to their respective roles.

5.5 Support Services

1. Central Call Center Integration
   WBSCB and its 14 Member Banks envisage for a single common call center application for its operations. As a part of this proposed solution, bank will take a separate decision for appointment of call center vendor or managing/outsourcing of call center services. As part of this RFP scope the bidder needs to have capability to provide integration/ API sharing to the call center application. The bidder will require to provide this integration for the allied services such as Card Management, FRM etc with the call center application. The bidder is requested to conduct its own analysis and can obtain necessary independent advice during the pre-bid meeting based on which Bidder shall quote a price for Call Centre Integration as mentioned in Bill of Material.

2. Central Call Facility During Transition Phase
   As mentioned in Section 5.5 Support Service Point 1, WBSCB and its Member Banks is envisaging a full-fledged Call Centre Application for its better customer service Management. Keeping in mind of that future scope Bidders are welcome to demonstrate/make documentation in their proposal to supply/implement a temporary call center application for WBSCB and its Member Banks for a period of only 12 (twelve) months or till a full-fledged Call Centre Application is procured by the banks. Till the time of procurement of the Full-Fledged Call Centre Application Bidder to support only basic functionalities for end customers related to only ATM Card related services. It is the responsibility of the bidder to provide a Toll Free number to bank without any additional cost to the bank. Bidder is free to quote any additional price for the Call Centre Support service or requirement of any additional resources to support the operation or can bundle it as a built in under ATM operational cost. However, Bidder is strictly notified that this is an additional requirement and shall not have any implication on Eligibility Criteria or during Normalization of Bids. Bidder to quote the requirement cost (if any) as an additional line item in the Bill of Material.

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3. Incident Management Services
    a. The bidder is required to provide ONSITE resources for handling day to day activities related to proposed solution & services and for adherence to the SLA of the proposed solutions including dispute handling, card management and Switch Solutions. The bank will also have the right to interview the resource or/and evaluate the resume of the resource, if the resource is found unsuitable, the bank may ask for replacement of resource. The Bidder is required to replace the resource adhering to the SLA.
    b. The bidder will have to work as per the timing of the Bank or as on when demanded by the Bank.
    c. The selected Bidder shall establish a robust Incident Management process including:
        I. 24 x 7 support for incident management
        II. Automated fault detection and resolution
        III. System to provide for automatic escalation in case of a problem not getting resolved
    d. Apart from providing the monitoring tool to the Bank for monitoring of devices (like ATMs), real time active monitoring of the alternate channel devices routing through the Bidder switch would be the part of the scope and selected bidder would be required to carry out real time monitoring of channel through its own setup at no extra cost to the Bank. The daily monitoring report to be submitted to the bank's designated offices through Email /SFTP.
    e. Provide management for ATM switch, Card Management Solution, Dispute Management Solution and all other solutions/services provided by the bidder, as well as integration of the proposed solution with the Bank's solutions. The successful bidder is also expected to support the Bank in its PCI-DSS or any other compliance requirement.
4. Testing
    a. The bank proposes to conduct "User Acceptance Testing" (UAT) for the solution to ensure all the functionalities requested by the bank are available and are functioning accurately. The UAT will be conducted for the ATM solution and other auxiliary services as mentioned in the scope.
    b. UAT testing will be carried out at Bank premise. The Bidder needs to provide access to test environment till the period of testing is completed.
    c. The Bidder to confirm all the customizations that are required to "Go Live" as agreed upon and signed off by the bank are completed and ready for testing.
    d. The Bank expects the test environment to be always available to the Bank, for the purpose of testing. The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system, and database for all solutions being offered by bidder. The Bank expects The Bidder to set up the required solutions and provide connectivity to the desired testing Center of the Bank for the purpose of testing. The Bank shall not pay any additional amounts to The Bidder for the purpose of creating the test environment. The Bidder must ensure that all requirements for the test environment like storage, compute environment, etc. for the applications are considered. The Bank plans to use the testing environment throughout the period of the contract.
    e. The Bidder will be responsible for preparing detailed test cases including test data.
    f. The Bidder will assist the Bank in conducting all the tests and analyzing/comparing the results. The

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Bidder shall provide adequate full-time resources conversant in all business areas, for troubleshooting and resolving defects during the entire UAT process.

g. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between The Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.

h. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/testing phase.

The Bidder will be responsible for providing and updating system & user documentation as per the modification.

5.6 Facility Management Services

This section describes, but does not limit, the services required by the Bank. The bidder shall consider and envisage all services that will be required in the maintenance of these facilities. Bidder shall provide these services and the management of these services for WBSCB and its 14 Member Banks. The high-level FM activities are listed below:

a) WBSCB and its Member Banks expects the facilities management function to be carried out on working hours from Monday to Saturday except 2nd and 4th Saturday for the period of Contract supplied by the bidder.

b) Provide L1 support for ATM Switch and solution, IMPS and UPI switch and solution and any other software or tools supplied by the bidder till the tenure of the contract.

c) The bidder shall provide maintenance data, as reasonably requested by the Bank, to support replacement / refresh scheduling.

d) The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract.

e) The bidder will be responsible for all support and services management, build-up & installation, etc. as mentioned in the scope.

f) The bidder will be responsible for maintaining the resources as per schedule. Unavailability of resources as per schedule during banking business hours will be treated as absent and may impose penalty. The bidder will be responsible to provide alternative resource if any resource is unavailable or on leave. If there is a replacement of resource required then the bidder should inform bank with prior notice and should provide resource with equivalent capability and qualification.

g) The support should be L1 and have prior experience of minimum 3 years in the industry. The L1 support Should be a qualified full-time graduate/graduate in computer science/B.E/B.Tech and having prior experience in the field of Payment Systems/Digital Banking/FMS. The bidder has to provide CV to the banks. The L1 resource must be in the payroll of the selected Bidder. WBSCB and its Member Banks may take interview of the L1 resource prior to deployment in the project.

h) The L1 support should be responsible for performing Onsite technical support, reconciliation for ATM, IMPS, UPI, day to day ATM, Mobile Banking, IMPS, UPI related issues of the customers, logging of Customer

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dispute and guiding bank for resolution of dispute for individual banks. Bank at its own discretion may opt for more resources as and when required. Major activities to be performed but not limited to :

Resource Type	No.of resource	Job Responsibilities
L1- Support	**3**	1.Onsite Technical Support. 2.Card Management/Hot listing. 3.Day to day operational issues. 4.Ensuring timely submission of reports. 5. Ensuring Compliance and SLA 6.Monitoring of ATM terminals and Connectivity. 7.Monitoring of Transaction ATM/POS/E-com/Mobile banking/ IMPS/ UPI Transaction. 8.Handling of generation of daily reports for reconciliation to Business Dept, Branches and ATM Managed Services 9.Backup restoration and monitoring of Database Sync between DC & DR. 10.Monitoring of various Transaction log files & extracts for ATM/POS/e-comm transactions. 11.Handling transaction Mobile Banking/IMPS/ UPI/ATM/Card related queries from field, operations team, business verticals, ATM Managed Services (MS) vendors and branches. 12.Analysis of decline transactions 13.Generation of specific data/ reports as per bank's requirement 14.Generation and collection of reports for individual bank and performing day to day reconciliation **(One dedicated resource should be responsible for this)** 15. Monitoring of FRM, Cyber alert or EWS system associated with switch

Note: The above job responsibilities are not exhaustive. If there is a change in requirements identified during implementation time then the same has to be incorporated in the implementation stage.

5.7 Service Level Agreement (SLA)

Bank expects that the bidder shall be bound by the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the Bidder to

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provide reports for all availability and performance parameters and a log of all issues that have been raised and Closed/ Pending Closure by the bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly.

However, all Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting.

Service Level Availability is to be measured and reported on a monthly basis by the Bidder and will be validated by WBSCB and its Member Banks.

Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

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

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

Where:

a. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time i.e. 24x7x365. Following will be standard exclusions while calculating availability:

   i. Scheduled Application Service Provider Switch Routine Maintenance within the agreed Scheduled time
   ii. Scheduled Application Service Provider Upgrades within the agreed Scheduled time
   iii. Fault of Banks owned Network Equipment (at ATM end or at hosts end)
   iv. Force Majeure cases
   v. Core Banking Solution Host outages
   vi. Any other cause attributable to Banks infrastructure

b. Power failure & Power problems at the Bidder site is not considered as an exclusion and if the switch becomes unavailable due to any kind of power problems, the downtime will be considered for the availability calculations

c. "System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and is measured from the time the Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service by the Bidder to the Bank users and Bank customers would also account as "System downtime".

d. Downtime shall commence when either bidder's solution is not available either through bidder's DC or DR.

e. Uptime will be computed based on availability of the applications to the Bank's users/customers irrespective of availability of servers either individual server/ clusters. Also, non-compliance with

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performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.

f. Response to downtime issues may be offsite support or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.

g. When the Switch is rendered Unavailable for any of the above-mentioned reasons, selected Bidder will notify the bank and give clear explanation of the reason for the unscheduled downtime and the expected time for Resumption of service.

h. In case, the scheduled maintenance cannot be completed within the expected time, vendor will immediately inform the Bank in writing via E-Mail and orally via Mobile / Telephone to the Banks' Designated official.

i. On Resumption of Service, vendor will within 15 minutes of Resumption of service inform the Bank in writing via E-Mail and orally via Mobile/Telephone to the WBSCB & its Member Banks' designated official.

Below are the list of applicable penalties that the Bidder must agree as part of this RFP. The Bidder shall not be penalized for any SLA breach outside the scope of work during the project tenure.

Note: All penalties except ATM Monitoring to be deducted based on the monthly billed cost submitted to individual banks. Monthly bill comprises of (OPEX Transaction Cost and Reconciliation Cost as present in Bill of Material). Bank will pay out quarterly based on the monthly bills submitted to the bank post deducting penalty (if any).

ATM Monitoring penalties to be deducted based on monthly Bill submitted for all the ATMs operational for a particular bank. Monthly bill for ATM Monitoring comprises of total number of ATMs multiply with ATM Monitoring Opex Cost as mentioned in Bill of Material. Bank will pay out quarterly based on the monthly bills submitted to the bank post deducting penalty (if any).

Table 1: Performance Requirement for Uptime of Allied Applications, Switch Solution and Supporting Connectivity provided by Bidder.

Sl. No	Uptime Availability Monthly	Penalties
1	Uptime >= 99.95%	No Penalty
2	99.90% <= Uptime < 99.95 %	1 % of Monthly Billed Cost
3	99.50% <= Uptime < 99.90	2 % of Monthly Billed Cost
4	98% <= Uptime < 99.50 %	3 % of Monthly Billed Cost

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5	Uptime < 98%	5% of Monthly Billed Cost

Table 2: Performance Requirement for Uptime of ATM Monitoring Solution provided by Bidder

Sl. No	Uptime Availability Monthly	Penalties
1	Uptime >= 99%	No Penalty
2	98.5% <= Uptime < 99 %	1 % of Monthly Billed Cost for ATM Monitoring Solution
3	98 % <= Uptime < 98.5 %	2 % of Monthly Billed Cost for ATM Monitoring Solution
4	97.5 % <= Uptime < 98 %	3 % of Monthly Billed Cost for ATM Monitoring Solution
5	Uptime < 97.5 %	5% of Monthly Billed Cost for ATM Monitoring Solution

Note:

- MIS on uptime to be provided by the successful Bidder is to include, amongst others, card type used for transaction, geographic location of the transaction originating at ATM / POS, authentication mode of transaction, ATM / POS wise volume and value of transactions, transaction type wise (e.g. Withdrawals, Deposits, Enquiries, RBI proposed Electronic Benefit Transfer etc.).
- The MIS is to be submitted on a weekly basis and / or at the periodicity required by the bank. MIS reports on an ad hoc basis should be provided as and when required by the bank. The regular MIS must be generated in an automated manner, i.e. without manual intervention in data input, aggregation or formatting. All new MIS requirement should be automated within a month's time of intimation by the Bank. Any fault / issue / defect / failure intimated by Bank through any mode of communication like call / e-mail / fax etc. are to be acted upon, so as to adhere to the service levels.

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Table 2: Performance Requirement for Transaction Failure

Solution	Transaction Success Rate	Penalty
ATM Switch Solution **IMPS & UPI Switch Solution**	**99.99%**	**= Percentage default % x Monthly cost (Opex Transaction Cost)** Percentage Default will be calculated based on total transactions failed (Financial & Non-Financial) / Total Transactions (Financial & Non-Financial) performed during the month

Table 3: Performance Requirement for Service Ticket Resolution

Criticality	Area	Service Description	Typical Resolution Time for each occurrence	Penalty
Level 1 (Most Critical)	Core ATM Switch Solution and Services	***Criteria*** i. **ATM Switch Solution** encompassing the Software, Hardware, Network, and other Data Center Environmental Infrastructure deployed by the Bidder at DC and DR. **ii. Network bandwidth** deployed by the bidder iii. **Data Replication between DC and DR-** Replication overheads should not hamper the performance of the system **iv. Online Interfaces**	5 minutes if service disrupted tickets to be raised Resolution time for Level 1 tickets should be completed within 30 Minutes	For each unresolved ticket per hour penalty will be INR 5000.

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Level 2 (Critical)	Non-Core Solutions and Services	***Criteria*** • Any incident which is classified as "Most Critical" for which an acceptable (by Bank) workaround has been provided *This includes:* • Non-Core ATM Switch Solutions i.e. Card Management Solution, Dispute Management Solution etc. • Monitoring and MIS/ reporting solution • Helpdesk/Support Applications	30 minutes if service disrupted tickets to be raised Resolution time for Level 2 tickets should be completed within 2 hours	For each unresolved ticket per hour penalty will be INR 1000.
Level 3 (Major)	ATM Switch Solution Components	***Criteria*** All other residuary business infrastructure not defined in "Critical" and "Most Critical" or; • Any incident which is classified as "Critical" for which an acceptable (by Bank) workaround has been provided or *This includes:* i. Deterioration of Core Switch Solution and services Performance or Service Level ii. Deterioration of Non-Core Switch Solution and services performance or Service Level iii. Deterioration of other proposed Solution and services Performance or Service Level	1 hour if service disrupted tickets to be raised Resolution time for Level 3 tickets should be completed within next business day Or if communicated by Bidder for criticality of ticket , mutually agreed deadline should be communicated to bank	For each unresolved ticket missing deadline per day penalty will be INR 1000.
Level 4 (Routine)	Business Functionality	***Criteria*** • Business Functionality Gap noted in the solution (i.e. Non-	Tickets to be raised for any gaps identified or non-compliance to any regulatory requirement	For each unresolved ticket missing deadline per

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		compliance/Customize with RFP document or Functional Technical Requirement excel which bidder has committed to be fully compliant/customization committed or a regulatory requirement) • Facility Management for Cards Operations. Additional Customizations in the system which bidder has committed to provide during Proposal Submission	or missing of any pre-defined functionality which was present in the system or Non-compliance / Customize found from bid submission criteria from RFP Document/Functional Technical Requirement Resolution time shall be mutually discussed between Bidder and Bank	day penalty will be INR 1000.

Note:

a. Showstopper issues pertaining to software need to be addressed as an exigency wherein a workaround or a solution is within 2 hours. This is to ensure that Bank can function normally without impacting the business to a large extent.
b. A failure that does not result in a Level 3 incident is still required to be resolved by the vendor in a maximum of one week, after which a Level 3 incident shall be raised.
c. All business functionality issues that are not covered under Level 1, 2, and 3 shall be classified as Level 4 issues.
d. The Bidder shall provide Availability Report on a weekly and monthly basis and a review shall be conducted based on this report. A weekly report shall be provided at the end of every week and monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported.

Table 4: Performance Requirement for Reconciliation-IMPS, UPI and BBPS related issue

Sl. No	Period	Penalty Amount (Per Settlement Account)
1	1st day	INR 1,500/- per day
2	2rd day to 3rd day	INR 3,000/- per day
3	4th day to 6th day	INR 5,000/- per day
4	Beyond 6 days	INR 7,500/- per day

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Table 5: Performance Requirement for Cash related issues

Sr.No.	Item	Period	Penalty Amount
1	Delay in cash Reconciliation after T+1	2nd to 10 days	2,000.00 (per day)
		10th to 20 days	5,000.00 (per day)
		Beyond 20th Day	10,000.00 (per day)

The Bidder will also be liable to bear the actual loss on account of wrongful/excess credits or wrong/delayed reporting/responding in dispute process activities undertaken by the vendor due to the reasons attributable to the vendor.

The penalty/compensation would be over and above the overall cap of 20% on Penalty and Liquidated damages payable to the Cardholders, Account holders and Bank as per RBI directives present and future, for delayed settlement of failed ATM, IMPS, UPI, Ae-PS, BBPS and other Digital Transactions has to be borne by the vendor. The penalty payable to various networks for delayed processing of credit adjustment in case of Acquirer transactions has to be borne by the vendor. In addition to the above existing guidelines of RBI / Network the penalty payable due to modification/introduction of new guidelines by RBI/NPCI/existing network/new network which the Bank may join, will be to the account of the vendor.

Table 6: Performance Requirement for Audit Gaps Related Resolution

Sr. No.	Item	Issue categorization	Resolution Period	Penalty Amount
1	Audit Gaps Resolution	High	Within 1 Month	15,000 per issue per day post the resolution period till the issue/gap closure Date
		Medium	More than 2 Month	10,000 per issue per day post the resolution period till the issue/gap closure Date
		Low	More than 3 Month	5,000 per issue per day post the resolution period till the issue/gap closure date

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Table 7: Resource Requirement for FMS

WBSCB and its Member Banks will levy penalty in case the manpower profiles are not maintained as per Bank's requirement specified in Section 5.6 Facility Management Services. For assessing this requirement, the banks may conduct periodic sample checks of the Agents at any time of the month. If any personnel are found to be not qualified, during the sample check, as per requirement, 5% for each resource of the monthly amount payable for that month will be deducted.

In addition to this monthly attendance of the resources will be captured by the designated authorities of WBSCB and its Member Banks. Attendance record keeping through Biometric/Register/App Based will be discussed between selected Bidder and the banks during project implementation. Below is the penalty for not maintaining sufficient availability of the resources at premises assigned by WBSCB and its Member Banks.

Sr No.	Monthly Attendance	Frequency	Penalty Amount
1	Less Than 99%	Monthly	5% of the monthly FMS Charge Billed
2	Less Than 90%	Monthly	10% of the monthly FMS Charge Billed

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6. Instruction to the Bidder

6.1 Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Documents
Mandatory Bidder Eligibility Criteria		
1.	The Bidder should be registered company in India. Should either be a PSU/PSE/MSME Registered Partnership Firm or a Limited Company under Indian Laws and operating with an office in India for last five years.	Certificate of Incorporation / Registration Certificates / Partnership Deed
2	Bidder should have a minimum average Annual Turnover of INR 10 Crores in the last three financial years (2020-21 ,2021-22,2022-23)	Audited Balance Sheet along with independent auditor's report for last three years. If audited balance sheet for FY 2022-23 is not available, then provisional CA certificate to be provided
3	Bidder should have positive profit before tax (PBT) in the last three financial years (2020-21 ,2021-22,2022-23)	Profit and Loss Account Statement along with independent auditor's report for last three years. If audited balance sheet for FY 2022-23 is not available, then provisional CA certificate to be provided
4.	Bidder should have positive net-worth for the last three financial years i.e., 2020-21, 2021-22 and 2022-23)	Audited Balance Sheet and Profit and Loss Account Statement along with independent auditor's report for last three years. If audited balance sheet for FY 2022-23 is not available, then provisional CA certificate to be provided.
5.	The Bidder should have provided/should be providing ATM switch to at least five SCB/DCCB/RRB/ Small Finance Bank/PSU Bank/Pvt. Banks in India in the last 5 years and the proposed Switch solution must have handled/handling at least 150 ATMs (which may include multiple Banks).	Credential Letter from the Client or Copy of Purchase Order/ Contract Document where ATM switch along with allied applications is live.
6.	The bidder should have provided/should be providing IMPS switch and solution to at least 6 SCB/DCCBs/RRBs/PSU Banks/PVT Banks in India in last 5 years & UPI switch and solution to at least 5 SCB/DCCBs/RRBs/PSU Banks/Pvt. Banks in India in last 3 years AND	Credential Letter from the Client or Copy of Purchase Order/ Contract Document where Mobile Banking, IMPS &UPI switch is live along with Reconciliation.

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Sr. No.	Eligibility Criteria	Supporting Documents
	proposed Switch solution must have handled /handling at least 5,00,000 transactions monthly.	
7.	The bidder should have been providing minimum 5 support services out of the list of services mentioned below (driving ATMs, e-Commerce (Including 2FA/AFA), EMV RuPay Transactions, Card Management, EJ Pulling, Reconciliation, Fraud Risk Management, Online Dispute Management System (ODR/UDIR), ATM Monitoring services, Call Center Management) in at least 4 SCBs/DCCBs/RRBs/PSU Banks/Pvt. Banks/Small Finance Banks/RRBs in India for at least last one year as on the date of bid submission.	Credential Letter from the Client or Copy of Purchase Order/ Contract Document with the reference letter from the client mentioning the date of issuance of the letter and the services being provided (The Letter should be issued post the date of RFP being published by The Bank) Activity wise multiple PO will be accepted.
8	The bidder should have executed at least One (1) Mobile banking project along IMPS, UPI & Interfacing with BBPS in SCBs/DCCBs/RRBs/PSU Banks/Pvt. Banks/Small Finance Banks/RRBs in India during last Five (5) year	Credentials from clients in form of Purchase Orders / Contract Agreement/Client certificate etc. is required
9.	Bidder should be the IPR owner of valid ATM Switch, IMPS & UPI switch and driving, authorization, transaction processing of all related switching services on end-to-end basis, on hosted platform, as application service provider.	Self-Declaration along with IPR copies of owning the IPR.
10.	The Bidder should have provided /should be providing Micro ATM switching services for both financial and non-financial transactions, AePS, e-KYC (biometric authentication) through Micro-ATM devices in at least one SCBs/DCCBs/RRBs/PSU Banks/Pvt. Banks/Small Finance Banks/RRBs in India for at least last six month as on the date of bid submission.	Credential Letter from the Client or Copy of Purchase Order/ Contract Document with the reference letter from the client.
11.	Bidder should have carried out a minimum of one successful migration/transformation from one ATM switch solution, including migration of existing switch customizations for minimum one bank in India.	Credential Letter from the Client or Copy of Purchase Order/ Contract Document with the reference letter from the client.
12.	Bidder should have 24x7 operations team to manage the ATM Switch setup at Primary and Disaster Recovery data centers in INDIA.	Self-Declaration from the Bidder on Bidder's letterhead

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Sr. No.	Eligibility Criteria	Supporting Documents
13.	Bidder should not have been blacklisted at the time of submission of the bid by any regulator/statutory body/any government department/PSU/ PSE/Financial Institution or banks in India.	Self-Declaration from the Bidder on Bidder's letterhead
14.	Bidder should have its own technical support center in India.	Self-Declaration of the Bidder on Bidder's letterhead
15.	Bidder will be providing separate ATM switch, IMPS and UPI switch to WBSCB and its 144 Member Banks in a multi tenancy model with no failover dependency between the services opted by individual banks.	Self-Declaration of the Bidder on Bidder's letterhead
16.	The infrastructure where the proposed ATM Switch solution is hosted should be PCI DSS and ISO 27001:2013 certified as on the date of bid submission	Copy of valid Certifications.
OEM Solution Experience		
17.	Bidder should be an approved ASP vendor of NPCI	Copy of relevant Certificate
18.	The proposed hosted ATM, IMPS, UPI Switch should have currently interfaced with National Financial Switch (NFS), IMPS & UPI switch of NPCI.	Relevant Certificates/Self-Declaration from the Bidder
19.	The proposed switch must be having PA-DSS compliant	Copy of valid Certifications

Notes:

1.Consortium not allowed.
2.In case the Bidder(s) is a 100% subsidiary/entity formed from parent company by way of re-organization/separation of business/ in case of business transfer where Bidder(s) has acquired a Business from an entity ("Seller"), bidder(s) can utilize the experience and credential of the parent company/Seller to the acquired business for the purpose of meeting the eligibility criteria of this RFP, provided sufficient documentary proof of re-organization/ separation/ business transfer is produced.
3. If any of the above eligibility criteria is not fulfilled, the bid will be treated as null and void and shall not be considered.
4. If required supporting documents against each criterion are not attached clearly, WBSCB may ask further submission of documents within a dateline. Non submission of the required document within extended time, the bid shall be rejected and treated as null and void.
5.Agencies/ Bidders desirous of availing exemptions/ preference for Tender Fees and EMD should submit a copy of proof of Registration as MSMEs/ Undertaking as per **Annexure 16** along with the tender/RFP.

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6.2 Objective of Evaluation Process

a) The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by WBSCB & its Member Banks will be undertaken by an Internal Committee formed by WBSCB Bank. WBSCB & its Member Banks may also engage External Experts/ Consultants on the evaluation process. The decision of the committee shall be final.

b) Each recipient acknowledges and accepts that WBSCB & its Member Banks may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of a solution, not limited to those selection criteria set out in this RFP document.

c) Through this RFP, WBSCB & its Member Banks aims to select a bidder/application provider who would undertake the supply, implementation, and maintenance of the required solution. The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit to the delivery of services with performance levels set out in this RFP.

6.3 Normalization of Bids

WBSCB & its Member Banks will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the banks feel that such normalization has a bearing on the commercial bid, WBSCB & its Member Banks may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. WBSCB & its Member banks can repeat this normalization process at every stage of technical evaluation till the banks are reasonably satisfied. The bidders agree that they have no reservations or objections to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their cooperation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

WBSCB and its Member Banks may drop any solution or hardware during normalization period prior to finalization of order or delay its procurement at their sole discretion.

WBSCB and its Member Banks may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. WBSCB and its Member Banks reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. WBSCB and its Member Banks also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, shortlisting would be made of the eligible bidders for final commercial bidding.

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6.4 Technical Evaluation

The bidder may be called for any clarifications/ additional particulars required, if any, on the technical bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. WBSCB and its Member Banks reserves the right to call for presentation(s), product walkthroughs/demonstrations, on the features of the solution offered, etc. from the bidders based on the technical bids submitted by them.

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria of the bid. WBSCB and its Member Banks may seek clarifications from any or each bidder as a part of the technical evaluation. All clarifications received within the stipulated time shall be considered for evaluation. In case clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant, and the decision to qualify the bidder shall be accordingly taken by WBSCB and its Member Banks.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Parameter	Maximum Score
Functional & Technical Requirements Evaluation	30
Bidder's Capability & Experience	50
Technical Presentation and Product Demonstration	20
Total	**100**

Bidder should ensure that any critical non-compliance against Annexure 1 - Functional & Technical Specifications may lead to disqualification.

Technical bids of only those bidders who comply with the eligibility criteria shall be evaluated. Presentations shall be made by all the qualified bidders on their experience, expertise and the methodology and approach, before the team of officials from WBSCB and its Member Banks. The date of presentation shall be communicated to the eligible shortlisted bidders by WBSCB. Maximum marks that can be secured under technical evaluation comprising of all the three parameters shall be 100. The marks from Technical Bids evaluation will be arranged in descending order and minimum Four (4) Bidders scoring a minimum score of 70% i.e., an overall score of 70 marks or more will be declared technically qualified and shall be shortlisted. In case, none of the bidders score 70 marks or more in technical evaluation, then WBSCB and its Member Banks, at its discretion can consider top 4 bidders subject to marks obtained by them for evaluation of their Commercial bids.

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Below are the Detailed Technical Evaluation Parameters:

Sr. No.	Technical Evaluation	Evaluation Approach	Maximum Marks	Actual Marks
1	Compliance to Functional & Technical Requirements (Annexure-1)	The Bidder is required to submit the compliance to **"Annexure 1 - Functional & Technical requirements"** in the Scope of Work (SOW) document. **Note:** · Deviations and non-conformance to requirements in the SOW shall be lead to reduction in score unreasonable scope limitations which defeat the purpose of the SOW shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of WBSCB. · Bidder to score 90% (cut-off marks) against Functional and Technical Requirements · The total marks of the annexure will be scaled down on a scale of 30 marks.	**30 Marks**	
2	Bidder's Capability & Experience For ATM Switch	· The bidder should have provided /should be providing ATM switch to more than seven (7) SCB/DCCBs/RRBs/ Small Finance Banks/PSU Banks/Pvt. Banks in India in the last 5 years and the proposed Switch solution must have handled/handling at least 200 ATMs (which may include multiple customers/clients). Bidder should have below services live, up & running in Banks in India. EFT Switch should support transactions through: 1. ATM 2. Micro ATMs 3. POS & E-com	**15 Marks**	

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		· The bidder should have provided /should be providing ATM switch in at least five (5) to seven(7) SCB/DCCBs/RRBs/ Small Finance Banks/PSU Banks/Pvt. Banks in India in the last 5 years and the proposed Switch solution must have handled/handling at least 150 ATMs (which may include multiple customers/clients). Bidder should have below services live, up & running in Banks in India. EFT Switch should support transactions through: 1. ATM 2. Micro ATMs 3. POS & E-Com	**11 Marks**	
3	Bidder's Capability & Experience For IMPS Switch and Solution & UPI Switch and Solution	The bidder should have provided/should be providing IMPS switch to at least 8 and above SCB/DCCBs/RRBs/ PSU Banks/PVT Banks in India in last 5 years & UPI switch to at least 6 SCB/DCCBs/RRBs/ PSU Banks/Pvt. Banks in India in last 3 years and proposed Switch solution must have handled /handling at least 5,00,000 transactions monthly.	**15 Marks**	
		The bidder should have provided/should be providing IMPS switch to at least six(6) and above SCB/DCCBs/ RRBs/ PSU Banks/PVT Banks in India in last 5 years & UPI switch to at least 5 SCB/DCCBs/RRBs/ PSU Banks/Pvt. Banks in India in last 3 years and proposed Switch solution must have handled /handling at least 5,00,000 transactions monthly.	**11 Marks**	

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4	Bidder's Capability & Experience for Mobile Banking	The bidder should have provided/should be providing Mobile Banking solution with IMPS, UPI and interface with BBPS to 3 and more SCB/DCCBs/RRBs/ PSU Banks/PVT Banks in India in last 5 years	**10 Marks**	
		The bidder should have provided/should be providing Mobile Banking solution with IMPS, UPI and interface with BBPS to at least 1 SCB/DCCBs/RRBs/ PSU Banks/PVT Banks in India in last 5 years	**7 Marks**	
5	Bidder's Capability & Experience for Support Service	The bidder should have been providing minimum 7 support services out of the list of services mentioned below (driving ATMs, e-Commerce (Including 2FA/AFA), EMV RuPay Transactions, Card Management, EJ Pulling, Reconciliation, Fraud Risk Management, Online Dispute Management System (ODR/UDIR), ATM Monitoring services, at least 04 SCs/DCCBs/Co-operative Banks/PSU Banks/Pvt. Banks/Small Finance Banks/RRBs in India for at least last one year as on the date of bid submission.	**10 Marks**	
		The bidder should have been providing minimum 5 support services out of the list of services mentioned below (driving ATMs, e-Commerce (Including 2FA/AFA), EMV RuPay Transactions, Card Management, EJ Pulling, Reconciliation, Fraud Risk Management, Online Dispute Management System (ODR/UDIR), ATM Monitoring services, in below 04 SCs/DCCBs/Co-operative Banks/PSU Banks/Pvt. Banks/Small Finance Banks/RRBs in India for at least last one year as on the date of bid submission.	**7 Marks**	

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6	Technical Presentation and Product Demonstration	All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. WBSCB will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment with dummy data. Product Demonstration will be done physically at WBSCB Head Office in presence of the appointed delegates of WBSCB and its Member Banks. The date, time for the product walkthrough/demonstration will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to WBSCB may result in rejection of the proposal.
		Bidder is expected to cover the following point in its presentation:
		• Understanding of the project
		• Bidder's capability
		  ○ Bidder's DC & DR Details with Certifications
		  ○ Demonstration of solutions within the scope of this RFP
		• Approach and Methodology
		  ○ Technical Solution Writeup
		  ○ Product Capabilities with Architecture
		• Project delivery plan
			12 Marks	

		Bidder to submit Client Reference details as per Annexure 13 Reference Site Details. Bank may conduct Site Visit (Physical, Telephony, Electronics Media etc.) during Normalization of Bids. WBSCB and its Member banks may take the feedback of the Bidder's Reference Clients to arrive at any decision during the Selection process. WBSCB and its Member Banks are not liable to showcase the feedback received from the Bidder Clients references under whatsoever circumstances.	**8 Marks**	

6.5 Commercial Evaluation

It may be noted that commercial bids will be subjected to following evaluation process. Only those bidders meeting the eligibility criteria of minimum score of 70% i.e., an overall score of 70 marks or more will be

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declared technically qualified and shall be considered for commercial evaluation. In case, none of the bidders score 70 marks or more in technical evaluation, then WBSCB and its Member Banks, at its discretion can consider top 4 bidders subject to marks obtained by them for evaluation of their Commercial bids.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **"Annexure 7 - Commercial Bill of Material"**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. WBSCB and its Member Banks will determine whether the Commercial Bids are complete, unqualified, and unconditional. Technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfill obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

<u>Commercial Bid Evaluation Considerations</u>

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

a. If there is a discrepancy between words and figures, the amount in words shall prevail.
b. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
c. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
d. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered binding unless it causes the overall price to rise, in which case the bid price shall prevail
e. If there is a discrepancy in the total, the correct total shall be arrived at by WBSCB and its Member Banks
f. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
g. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
h. WBSCB and its Member Banks shall not incur any liability to the affected bidder on account of such rejection.
i. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. WBSCB and its Member Banks will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only

6.6 Evaluation Mechanism

Quality cum Cost Based System (QCBS) of evaluation 70:30 (70 points for technical bid and 30 points for commercial bid)

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The technical evaluation carries weightage of 70% & financial evaluation carries weightage of 30%.
Stage-I: Technical evaluation of Proposals: (Maximum Marks = 100), Weightage=70%

Each Technical bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of 70 percent or more overall will qualify for commercial evaluation stage subject to availability of four qualified bidders. In case, none of the bidders score 70 marks or more in technical evaluation, then WBSCB and its Member Banks, at its discretion can consider top 4 bidders subject to marks obtained by them for evaluation under QCBS Mechanism.

Final Evaluation – Weighted Techno-Commercial Evaluation

The score(s) will be calculated for all technically qualified bidders using the formula: -

The L-1 vendor shall be decided based on the Techno-Commercial evaluation as mentioned in the RFP document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any vendor fails to quote against any of the services sought by WBSCB and its Member Banks, it will be presumed by the banks that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the WBSCB and its Member Banks without any extra cost along with all other services.

$$S = (0.3 \times \frac{C_{minimum}}{C_{quoted}}) + (0.7 \times \frac{T_{obtained}}{T_{highest}})$$

(Minimum Commercial Quote/ Quoted Price) x30% + (Technical Score/Highest Technical Score) x 70%

(Technical will carry 70% weightage and Commercial will carry weightage of 30%)

Highest scores so obtained using the above method shall be declared L-1.
In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder.

Bidder whose is declared L1 may be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.

WBSCB and its Member Banks reserves the right to float the RFP again. The banks shall not incur any liability to the bidder(s) on account of the reissue of RFP. WBSCB and its Member Banks shall not be obliged to inform the

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bidder(s) of the grounds for the Bank's rejection. WBSCB and its Member Banks reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of the following.

a) If none of the bidders qualify in the technical bid evaluation.
b) If only one bidder qualifies in the technical bid evaluation.
c) If the selected bidder fails to execute the Agreement within the time limit stipulated. Any decision in this regard by WBSCB and its Member Banks shall be final, conclusive and binding on the bidders.

WBSCB and its Member Banks may call upon the ultimate short-listed bidder to make a detailed presentation to the Bank's COOPCBS committee.

6.7 Bid System

This RFP is a Two Bid system. The Bid shall consist of two parts namely Technical Bid and Commercial Bid in physical form. The Technical Bid should be submitted as per details provided in the RFP document in separate envelope marked as **"Technical Bid"** and Commercial bid shall be put in a separate envelope marked as **"Commercial Bid"**. The bid put together in an outer envelope. All the inner and outer envelopes shall be addressed to the WBSCB at address mentioned in section 3.1 Tender Highlights table.

6.8 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and WBSCB and its Member Banks will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidder is expected to examine all instructions, annexures, scope of the consultancy services, terms and conditions etc. 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 any aspect will be at the Bidder's risk and may result in the rejection of its bid.

6.9 Clarification of RFP

A prospective bidder requiring any clarification of the RFP may notify the Bank in writing, by e - mail at the Bank's mailing address indicated in the Request for Proposal (RFP). The Bank will respond in writing to any request for clarification of the RFP which it receives prior to the date of Pre-Bid Meeting.

6.10 Pre-Bid Meeting

The prospective bidders, who wish to participate in this RFP/tender shall be permitted to attend a pre -bid meeting to be held as indicated in the RFP. The bidder is required to submit the Cost of the Tender worth INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only. INR 10,000/- RFP document cost + INR 1800/- as GST) vide NEFT/Online Transfer on or before the Pre bid Meeting in order to participate in the pre-bid. For NEFT/Online transfer - UTR details has to be mandatory shared with bank before the pre bid meeting. Without the submission of UTR Details before the Prebid meeting bank will not allow any bidder to participate in the Prebid meeting. Maximum of 2 (two) representatives of each

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prospective bidder will be permitted to attend the pre - bid meeting. However, WBSCB and its Member Banks, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.

The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing. WBSCB and its Member Banks will have liberty to invite 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.

Any modification of the RFP, which may become necessary as a result of the Pre -bid meeting, shall be made by WBSCB and its Member Banks exclusively through the issue of an addendum and will be published on the website of the bank, allowing at least 04 (four) days prior to the last date for receipt of bids.

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

6.11 Amendment in RFP

At any time prior to the deadline for submission of bids, WBSCB and its Member Banks, 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.

All prospective bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e -mail or through addendum published on bank's website and will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, WBSCB and its Member Banks, at its discretion, may extend the deadline for the submission of bid.

6.12 Bid Validity

Bid shall remain valid for 180 days from the date of opening of Technical Bid.

6.13 Late Bid

Any bid received after the deadline for submission of bids prescribed by the WBSCB and its Member Banks, in Request for Proposal, will be rejected and returned unopened to the Bidder.

6.14 Replacement & Withdrawal of Bid

The Bidder may replace or withdraw its bid after the bid's submission, provided that written notice of the substitution or withdrawal of the bids is received by the WBSCB and its Member Banks prior to the deadline prescribed for submission of bids.

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The Bidder's substitution or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of **Clause 6.17 (Submission of Technical Bid)**. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

No bid can be modified after the deadline for submission of Bids.

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 **Clause 6.28 (Bid Security – Earnest Money Deposit)**

6.15 Bid Opening

a) WBSCB and its Member Banks will open only the Technical Bids as per the schedule mentioned in RFP. The Commercial bids for technically qualified bidders only will be opened on a later date subsequent to the technical evaluation. WBSCB and its Member Banks will notify the place, date and time of opening of the Commercial bids to the technically qualified bidders.

b) Attendance of all the authorized 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.

c) Each Bid will be numbered serially, signed and dated by the three Officers of WBSCB or its Member Bank's concerned authorities except printed literature, brochure and reports.

d) 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 authorized by the executive who has signed the bid.

e) Wherever any erasing or cutting is observed, the substitute 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 shall be recorded.

f) 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.

g) Bids and modifications if any 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.

6.16 Preliminary Examination

a) WBSCB and its Member Banks will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

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furnished, whether the documents have been properly signed and whether the bids are generally in order.

b) Arithmetical errors if any will be rectified on the following basis :

   a. 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.

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

c) WBSCB and its Member Banks, 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 WBSCB and its Member Banks reserves the rights for such waivers.

d) Prior to the detailed evaluation, WBSCB and its Member Banks 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 from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Force Majeure, Applicable Laws and Taxes & Duties will be deemed to be material deviation. WBSCB and its Member Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

e) If a bid is not substantially responsive, it will be rejected by the WBSCB and its Member Banks and may not subsequently be made responsive by the bidder by correction of the non -conformity.

6.17 Submission of Technical Bid

1. The Bidders shall submit the Technical Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing technical bid shall be marked as "**Technical Bid for ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model for WBSCB & Its Member Banks**".
2. Bidder shall not allow/permit changes in the technical specifications once it is submitted.
3. The offer may not be evaluated in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
4. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
5. The Technical Bid must not contain any price information.
6. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.
7. The bidder should submit the required documents with proper index and page number on each

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page

8. 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. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialled and stamped by the person or persons signing the bid.
9. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
10. Soft copy of complete technical bid shall also be submitted in the website The West Bengal Government eProcurement System Website **'www.wbtenders.gov.in'** along with hard copy.
11. The Bidders shall seal the original and copy bids separately.
12. In addition to the above marking, each envelope must be super-scribed with the following information:
    a. RFP Reference Number.
    b. Name and Address of Bidder.

    This will enable WBSCB to return the bid unopened in case it is declared unacceptable for any reason whatsoever.
13. All the inner and outer envelopes shall be addressed to WBSCB at the address given below:

    The Managing Director,
    THE WEST BENGAL STATE CO-OPERATIVE BANK LTD.,
    24A, Waterloo Street,
    Kolkata – 700 069

    If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.
14. The Technical Bid shall comprise of:

Sr.No.	Particulars	Documents attached (Yes/No)
1	Covering Letter for Eligibility cum Technical Bid and Commercial Bid	
2	Letter of Confirmation	
3	Letter of Conformity with Hardcopy	
4	Bidder's Information	
5	Non-Disclosure Agreement	
6	Deviation Requested on the Terms & Conditions, Services and Facilities Provided	
7	Reference Site Details	
8	Project Timeline	

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9	Approach & Methodology (including Technical Solution Writeup along with Product Capabilities and Product Architecture)	
10	Bidder's DC & DR address with certificate	
11	Authorization Letter	
12	Functional and Technical Specifications	
13	Confirmation To Eligibility Criteria with proper documents	
14	Confirmation to Technical Evaluation with proper document	
15	Bid Security Form	
16	Earnest Money Deposit details	
17	Cost of RFP Document details	
18	Masked Commercial Bill of Material	
19	Undertaking for MSME Benefits (If eligible)	
20	Backup and Restoration Plan details	

6.18 Submission of Commercial Bid

1. The Bidders shall submit the Commercial Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing commercial bid shall be marked as: "**Commercial Bid for ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model for WBSCB & Its Member Banks**".
2. Soft copy of complete Commercial bid shall also be submitted in the website The West Bengal Government eProcurement System Website **'www.wbtenders.gov.in'** along with hard copy.
3. The bidder should certify that the contents of the Soft Copy uploaded in The West Bengal Government eProcurement System Website 'www.wbtenders.gov.in' are the same as that provided by way of hard copy. Letter format for the Bidder's declaration is given in **Annexure 6: "Letter of Conformity with Hardcopy"**
4. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
5. The envelope must be super-scribed with the following information:
   a. RFP Reference Number.
   b. Name and Address of Bidder.
6. Bidder are requested to submit the man days cost for customization effort as per Commercial Bill

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of Material which will be considered for overall TCO calculation. However, the same cost will be applicable as and when required basis during the tenure of the contract.

6.19 Sealing and Marking of Bid

a) The Technical Bid (hard copy and Soft copy) shall be placed in a separate sealed envelope clearly marked as **" Technical Bid for ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model For WBSCB & Its Member Banks"**. **(Envelope A)**

b) The Commercial Bid shall be placed in a separate sealed envelope clearly marked as **"Commercial Bid for ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model For WBSCB & Its Member Banks"**. **(Envelope B)**.

c) Both the envelopes carrying Technical Bid (envelope A) and Commercial Bid (envelope B) should be put in a single sealed cover. The cover should be marked as "Bid for ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model For WBSCB & Its Member Banks."

d) Bid Cover shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" i.e. it is not submitted by the Bidder within the period stipulated for submission of Bids.

Mailing Address for Bids

Bid shall be addressed to the Bank at the following address:

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

6.20 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has submitted the necessary RFP price will be eligible for participation in the evaluation process.

All the terms and conditions mentioned in the RFP will be binding on all the bidders and will also form a part of the contract, to be signed with the successful bidder on the outcome of this tender process.

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6.21 Erasures or Alterations

The offers containing unauthenticated erasures or alterations will not be considered. Therefore, there should be no unauthenticated handwritten 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.

6.22 Non-Payment of Professional Fees

If any of the items/activities as mentioned in the price bid and as mentioned in **Annexure 7 - "Commercial Bill of Material"** are not taken up by WBSCB or its Member Banks during this assignment, WBSCB or its Member Banks will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

6.23 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of WBSCB and its Member Banks.

6.24 Limitation of Liability

The aggregate liability of the vendor in connection with this Agreement, the services provided by the bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including all liability shall be the actual limited to the extent of the total contract value.

6.25 Indemnity

The Bidder shall, at its own cost and expenses, defend and indemnify WBSCB and its Member Banks against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If WBSCB and its Member Banks are required to pay compensation to a third party resulting from such infringement etc., The Bidder will bear all expenses including legal fees.

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WBSCB and its Member Banks will give notice to the Bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The Bidder shall also be liable to indemnify WBSCB and its Member Banks, at its own cost and expenses, against all losses/damages, which WBSCB and its Member Banks may suffer on account of violation by the Bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/damages are caused due to gross negligence or wilful misconduct by WBSCB and its Member Banks or its employees.

6.26 Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by the Bidder in performing its obligations under this Project.

If a third party's claim endangers or disrupts WBSCB and its Member Bank's use of the deliverables, the Bidder shall at no further expense, charge, fee or cost to WBSCB and its Member Banks individually, (i) obtain a license so that WBSCB and its Member Banks may continue use of the Deliverables in accordance with the terms of this RFP.

The Bidder shall indemnify and keep fully and effectively indemnified WBSCB and its Member Banks from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder or in respect of any other services rendered under this RFP.

6.27 Patent Rights

The Bidder shall indemnify WBSCB and its Member Banks against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.

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 Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and WBSCB and its Member Banks are required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. WBSCB and its Member Banks will give notice to the Bidder of such claims, if it is made, without delay.

WBSCB and its Member Banks will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

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6.28 Bid Security – Earnest Money Deposit

a) The bidder shall furnish as part of its bid, bid security of INR 10,00,000/- (Rupees Ten Lakhs Only). The bid security shall be denominated in INDIAN RUPEES only and should be in the form of NEFT/Online Transfer issued by a Scheduled Commercial Bank as per given format **(Annexure 15- "EARNEST MONEY DEPOSIT")** provided in the RFP and valid for forty-five (45) days beyond the validity of the bid.
b) The Earnest Money Deposit should be paid by means of NEFT/Online Transfer as per details mentioned in **Section 3.1** of the RFP.
c) Any bid not secured in accordance with Clause- 6.28 (a) and 6.28 (b) above will be rejected by WBSCB and its Member Banks as non-responsive.
d) The Bid Security submitted by the bidder will be forfeited if:
    i. The bidder withdraws his tender before processing of the same.
    ii. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
    iii. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
    iv. The bidder violates any of the provisions of the terms and condition of this tender specification
e) The bid security will be refunded to:
    i. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value (valid till the end of assignment period) with 6 (six) months claim period.
    ii. The unsuccessful bidders, only after the acceptance of the "Letter of Appointment" by the selected bidder.
f) Agencies/ Bidders desirous of availing exemptions/ preference of EMD should submit a copy of proof of Registration as MSMEs and undertaking as per Annexure 16 with the tender/RFP.

6.29 Performance Bank Guarantee

The Bidder should furnish a Performance Bank Guarantee valid for the entire project tenure which is Five(5) years with additional claim period of 180 days, to the extent of 10% of the value of the entire contract of WBSCB and its Member Banks. The entire PBG shall be submitted to WBSCB. WBSCB will act as the custodian of the PBG of other Member Banks. If the Performance Bank guarantee is not submitted, then WBSCB and its Member Banks reserves the right to cancel the contract.

1. The PBG shall be denominated in Indian Rupees and shall be issued by a Scheduled Commercial Bank only as per given format **(Annexure 5- "Format for Performance Bank Gurantee")**. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder.
2. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
3. In the event of the Bidder being unable to provide services as per the RFP for whatever reason, then WBSCB may invoke the PBG. The dissatisfied Member Bank(s) shall give in writing to

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WBSCB to invoke PBG, and as custodian WBSCB will invoke 10% of the PBG of the contract value of only the dissatisfied bank.

4. In the event of delays by the Bidder in the implementation of project beyond the schedules given in the SOW, then WBSCB may invoke the PBG as custodian of Member Banks.
5. Notwithstanding and without prejudice to any rights whatsoever of WBSCB or its Member Banks under the contract in the matter, the proceeds of the PBG shall be payable to the WBSCB as compensation by the Bidder for its failure to complete its obligations under the contract. The banks shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder in default.
6. WBSCB shall also be entitled to make recoveries from the bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Licensee due to inadvertence, error, collusion, misconstruction, or misstatement.
7. The PBG may be discharged / returned by WBSCB after contract end and claim period from the date of issuing the PBG upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG.

6.30 Substitution of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder, as the case may be, can do so only with the prior written concurrence of WBSCB & its Member Banks and by providing the replacement staff of the same level of qualifications and competence. If WBSCB & its Member Banks are not satisfied with the substitution, the WBSCB & its Member Banks reserves the right insist the Bidder to replace the resource. Further, WBSCB & its Member Banks reserves the unconditional right to insist the bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP. Banks may allow any such substitution of key staff only with its written consent with similar experience and expertise.

The bidder is required to carry out due background verification for the all the resources deployed on the Project. WBSCB & its Member Banks may at its discretion interview the resources.

6.31 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold WBSCB & its Member Banks interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.

6.32 Single Point of Contact

The bidder has to provide details of single point of contact along with the service wise escalation matrix viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

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6.33 Expenses

It may be noted that WBSCB & its Member Banks will not pay any additional amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the amount mentioned in the award of the contract.

6.34 Adherence to Terms and Conditions

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

6.35 Execution of Agreements/NDA

The selected bidder shall execute Non-Disclosure Agreement (NDA) on the draft suggested by the WBSCB & its Member Banks. As the selected Bidder will have access to the data/information of the WBSCB & its Member Banks while implementing the project as per defined scope under RFP, the banks will require the Bidder to sign a non- disclosure agreement along with the contract in the NDA format **(Annexure 4-NON-DISCLOSURE AGREEMENT Format)** provided by the Bank, undertaking not to disclose or part with any information relating to the WBSCB & its Member Banks and its data to any person or persons, as may come into possession of the Bidder during course of the implementation and security integration. All expenses and costs for execution of the Contract/Agreement and NDA shall be borne by the bidder. The conditions stipulated in the NDA shall be strictly adhered to and any breach/violation thereof will entail termination of the Contract without prejudice to the other rights of the WBSCB & its Member Banks including recovery of liquidated damages as specified in this RFP or NDA.

6.36 No Employer – Employee Relationship

The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

6.37 Sub-Contracting

Bidder shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the WBSCB & its Member Banks.

6.38 Bidder's Liability

Bidders' aggregate liability shall be limited to the total contract value during the Contract Period.

WBSCB & its Member Banks shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Bidder as part of this agreement or infringement of any patent, trademarks, copyrights, intellectual property rights

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etc. or such other statutory infringements or any other law in respect of the services provided by the vendor. In such case the entire liability will be borne by the bidder.

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

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

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

6.39 Contract Period

The contract period will commence from the date of acceptance of the PO and will be valid for 5 years. The contract may be extendable for another 2 years renewal based on satisfactory service of bidder on mutually agreed terms & conditions. However, the cost of the renewal shall not be more than 10% of the 5th year's pay-out. Subsequent renewals will be based on Bidder's viability in the market, satisfactory support services from Bidder, however in any renewals, the cost of support services, customization rates shall not be more than 10% from its previous renewals.

6.40 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that it's delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of WBSCB & its Member Banks in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.

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

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6.41 Cancellation of Contract

WBSCB & its Member Banks reserves its right to cancel the entire / unexecuted part of the Purchase Order (after providing a cure period of 30 days and thereafter providing a 30 days' notice period) by assigning appropriate reasons in the event of one or more of the following conditions:

- Delay in delivery beyond the specified period for delivery.
- Delay in installation, customization, and implementation beyond the specified period.
- Serious discrepancy noticed during the reference checks.
- Repetitive software/ hardware failures/ poor service after GO LIVE
- Delay in extraction and conversion of legacy data and uploading converted data beyond the stipulated period.
- Major breach of trust is noticed during any stage of the project
- Any other appropriate reason in view of WBSCB & its Member Banks.
- Breach of confidential information of WBSCB & its Member Banks by the bidder.

In addition to the cancellation of purchase order, WBSCB & its Member Banks reserves the right to foreclose the Bank Guarantee given by the Bidder against the advance payment to appropriate the damages.
In the event of termination for whatsoever reason, the Bidder shall be paid up to the stage of services rendered as per the payment terms defined in the RFP till the point of termination after deducting SLA penalty/Liquidated damages, if any.

6.42 Bidder's Integrity

The Bidder 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.

6.43 Bidder's Obligation

The Bidder is obliged to work closely with WBSCB's & its Member Bank's staff, act within its own authority and abide by directives issued by WBSCB & its Member Banks and implementation activities.

The Bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanours. The Bidder is under obligation to provide all the services as per the contract.

The Bidder will treat all data and information about WBSCB & its Member Banks as confidential, obtained in the execution of their responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of WBSCB & its Member Banks.

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6.44 Information Ownership

All information processed, stored, or transmitted by Vendor system belongs to WBSCB & its Member Banks. By having the responsibility to maintain the system, the Bidder does not acquire implicit access rights to the information or rights to distribute the information. The vendor understands the civil, criminal, or administrative penalties may be imposed for failure in protecting information appropriately.

6.45 Use of Contract Document and Information

The Bidder shall not, without WBSCB & its Member Bank's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, or information furnished by or on behalf of WBSCB & its Member Banks in connection therewith, to any person other than a person employed by the Bidder 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.

The Bidder shall not, without WBSCB & its Member Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of WBSCB & its Member Banks and shall be returned (in all copies) to WBSCB & its Member Banks individually on completion of bidder's performance under the Contract if so required by WBSCB & its Member Banks.

6.46 Termination for Convenience

WBSCB & its Member Banks, by written notice sent to bidder, may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for WBSCB & its Member Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

6.47 Effect of Termination

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed /rendered by the Bidder to WBSCB or its designee to ensure smooth handover (including data) and transitioning of WBSCB's and its Member Bank's deliverables, data, credentials, maintenance, removal of WBSCB's and its Member Bank's all data from the system/ cloud and facility management.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The reverse transition phase shall be completed within 3 months.

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The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by WBSCB and its Member Banks, continue to provide maintenance services to WBSCB and its Member Banks at no less favourable terms than those contained in this RFP. In case WBSCB and its Member Banks wants to continue with bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to WBSCB and its Member Banks. Unless mutually agreed, the rates shall remain firm.

The Bidder agrees that WBSCB and its Member Banks at any point of time during tenure of contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this RFP. WBSCB and its Member Banks shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

6.48 Renewal of Contract

In case WBSCB and its Member Banks wants to continue with the bidder's services after the completion of this contract, The Bidder shall offer the same services or enhanced services to WBSCB and its Member Banks. Unless mutually agreed, the same rates shall apply.

6.49 Exit Management

The contract with the Bidder may be terminated by either party at any time by giving notice of not less than three (3) months in writing. WBSCB & all the Member Banks may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience.

The Bidder will be liable to provide the requisite data to the incoming vendor and Bank when requested in the stipulated format in case of termination of the contract or completion of contract tenure at no extra cost to the WBSCB and its Member Banks.

Upon termination of the existing contract all documents, writings, data, contents, Confidential Information and/or any other information provided by the WBSCB & all other Member Banks to the Bidder shall be duly returned by the Bidder to WBSCB and all other Member Banks within 30 days from the date of termination. If instructed by WBSCB & all other Member Banks, a written confirmation that the same has been destroyed shall be sent by the Bidder to WBSCB & other Member Banks and the same shall be required to be acknowledged by the WBSCB and all other Member Banks.

The reverse transition mechanism would typically include services and tasks that are required to be performed/rendered by the Bidder to the WBSCB & all other Member Banks or its designee to ensure a smooth handover and transitioning of the Bank's deliverables, maintenance, and facility management.

In case the WBSCB & other Member Banks wants to continue with the bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.

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The Bidder agrees that the Bank & all other Member Banks at any point of time during the tenure of the contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this agreement. The Bank & all other Member Banks shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

In addition to the reverse transition mechanism, the purpose of this section is to provide details of the bidder's assistance during the termination or expiration of the contract and exit plan strategy for WBSCB & other Member Banks. The Bidder shall also have to develop a detailed exit plan 3 (Three) months prior to the completion of the tenure of the contract. The exit plan should have detailed product-wise support services by the Bidder during the transition period. WBSCB & other Member Banks shall have the right to review the exit plan submitted by The Bidder and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by the WBSCB & all other Member Banks.

The Bidder has to provide knowledge transfer to the new software provider free of cost and also provide the database table structure, valid all financial and non-financial data to the WBSCB and its Member Banks without any additional cost. The Bidder has to provide support during migration activities to the new ATM switching solution vendor of the banks.

6.49.1 Handover & Transition of Services

The following shall be covered as a part of the handover & transition of services at the end of contract period or in the event of termination:

a. The Bidder shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of the WBSCB and its Member Banks on mutually agreed terms. In case, if WBSCB & other Member Banks observes the lack of willingness to manage transit/ sharing of information or lack of support from the Bidder on mutually agreed terms, the Bank may impose penalties and make appropriate deductions from its billing or any other payables to the Bidder as may be agreed upon between Parties.

b. The Bidder shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon bidder's receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at WBSCB's and its Member Bank's request, the Bidder shall provide to WBSCB's and its Member Bank's staff transition services necessary for banks to affect an orderly transition to a third party designated by the banks.

c. The Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of WBSCB and its Member Banks and the same shall be communicated to the bidder.

d. During transition phase, the Bidder shall not change or remove their key resources deployed at

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WBSCB and its Member Banks to enable the successful transition. In case, such instances occur, WBSCB and its Member Banks shall have right to penalize the bidder appropriately.

e. During transition phase, the Bidder shall deploy a dedicated transition resources to enable the successful transition.

f. During the exit management process, it shall be the responsibility of the bidder to handover all data stored in such a format that may be migrated to the new system (as per reverse transition mechanism mentioned above) to ensure seamless continuity in ATM services for WBSCB and its Member Banks.

g. The ownership of the assets except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with WBSCB and its Member Banks. In addition, any information/data gathered or generated by the bidder during the term of the contract shall be the property of WBSCB and its Member Banks and the same shall be handed over to the banks in native format at the end or termination of the contract.

h. During the contract period, the bidder shall ensure that all the documentation including diagrams, policies, procedures, asset registers, configuration documents, procurement documentation and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to WBSCB and its Member Banks during the exit management process.

In case WBSCB and its Member Banks decides to withdraw any services/components from the scope of work during the contract period, the bidder has to facilitate the transition of that service/components in compliance with the above Clauses.

6.49.2 Transfer of Documents

The bidder shall promptly on the commencement of the exit management period supply to WBSCB or its nominated bidder the following:

1. Information relating to the current services rendered; and
2. Documentation relating to intellectual property rights

The bidder shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by WBSCB and its Member Banks.

Before the expiry of the exit management period, the bidder shall deliver to WBSCB and its Member Banks or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

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6.49.3 Transfer of Agreements

On request by WBSCB and its Member Banks or its selected service provider or any other agency, the Bidder shall affect such assignments, transfers, innovations, licenses and sub- licenses in favor of WBSCB and its Member Banks or its nominated service provider or any other agency, in relation to any equipment lease, maintenance or service provision agreement between the Bidder and selected service provider or any other agency, and which are related to the services and reasonably necessary for the carrying out replacement services.

The Bidder is responsible for transferability of cloud outsourced services (if any) to a third party, another CSP or on premise to the WBSCB and its Member Banks for continuity of service.

6.49.4 Addition or Deletion of Qualified Offerings

Both the parties agree that the intent of this tender is to establish an initial set of service offerings. WBSCB and its Member Banks recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, WBSCB and its Member Banks recognize that from time-to-time hardware and software products that are provided as part of vendor services will be upgraded or replaced as technology evolves. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of WBSCB and its Member Banks. For this purpose, a Change Order Procedure will be followed. WBSCB and its Member Banks may request a change order in the event of actual or anticipated changes(s) to the agreed scope of work, services, deliverables, and schedules. The Vendor shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Vendor shall carry out such services as required by WBSCB and its Member Banks at mutually agreed terms and conditions.
The vendor shall agree that the price for incremental offering cannot exceed the original proposed cost and WBSCB and its Member Banks reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations WBSCB and its Member Banks has the right to order as much as it wants at those rates.

The vendor shall agree to submit the request to add new services or service categories on its letterhead signed by a representatives authorized to bind the organization.

WBSCB and its Member Banks is under no obligation to honor such requests to add services categories or amend this contract.

As a method for reviewing Vendor services and WBSCB and its Member Banks requirement, WBSCB and its Member Banks will sponsor regular reviews to allow an exchange of requirements and opportunities

6.50 Conflict of Interest

The Bidder shall disclose to WBSCB and its Member Banks in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or it's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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6.51 Arbitration

The Bidder and WBSCB and its Member Banks shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
b. The matter will be referred for negotiation between Authorized Official of WBSCB and its Member Banks and the Authorized Official of the bidder. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

6.52 Applicable Law and Jurisdiction of Court

The Contract with Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts in Kolkata / Honourable High Court at Kolkata (with the exclusion of all other Courts).

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6.53 Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. All suggested changes due to changes in WBSCB and its Member Banks policy, customized points communicated by the WBSCB and its Member Banks, Changes in Govt. Rule, Changes by Regulators shall be done without extra cost to the WBSCB and its Member Banks, during contract period.

6.54 Change Request During Contract Period

WBSCB and its Member Banks may submit Change Request required for enhancement, alterations, or any other requirements which are necessary for day-to-day service operations to the bidder. It shall be the sole responsibility of the Bidder to take up those change request as when submitted by the banks. The selected Bidder to ensure that Customization cost per Man Day mentioned in the submitted Bill Of Material to remain valid during the entire contract period. WBSCB and its Member Banks may negotiate with the selected Bidder or take consultancy support form its appointed IT Consultant to arrive at required Man Days calculation for a particular Change Request. Change Request will only be sanctioned by bank's governing authority post satisfactory involvement of Man Days required for the change request submitted during the contract period.

6.54 Bidder's Liability

The Bidder aggregate liability in connection with the obligations undertaken as a part of RFP regardless of the form or nature of the action giving rise to such liability (whether in contract or otherwise), shall be at actual and limited to the value of the total Contract. This limit shall not apply to third party claims for

a. IP infringement indemnity.
b. Bodily injury (including death) and damage to real property and tangible personal property caused by the bidder's gross negligence.

Bidder's liability in case of claims against WBSCB resulting from misconduct/fraud or gross negligence of the bidder, its employees, and sub-contractors or from infringement of patents, trademarks, copy rights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bidder will declare and undertake that WBSCB and its Member Banks shall not be held liable for and shall stand absolved of any responsibility or claim/litigation arising out of the use of any third-party equipment/software supplied by the Bidder as a part of the RFP.

The Bidder shall not be liable or responsible for any delay or failure to perform Services under this Agreement to the extent that such delay or failure to perform has arisen because of any delay or failure by WBSCB and its Member Banks or their employees or agents to perform any of its duties and obligations as set out in this Agreement. If the Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of WBSCB and its Member Banks, the Bidder shall be allowed an additional period to perform its obligations and unless otherwise agreed the additional period shall be equal to the

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amount of time for which the Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of WBSCB and its Member Banks. Any cost escalation because of delays or failures on the part of WBSCB shall be referred to Senior Management of both parties for its resolution.

6.55 Liquidated Damage

Inability of the Bidder to meet the required agreed services at optimum performance level, timelines as specified would be treated as breach of contract and would invoke the clause of Liquidated damages. The proposed rate of penalty/ liquidated damages would be INR 2,000 per week of delay or non-compliance, with respect to delay in delivery of the application/functionalities.

The liquidated damages will be subject to an overall cap of 10% of the contract value. Thereafter, the contract may be cancelled, and amount paid if any as advance, will be recovered with 1% interest per month

6.56 Payment Terms

The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. WBSCB and its Member Banks recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the SOW and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

Payment will be released by WBSCB and its Member Banks after deduction of applicable taxes at source of the agreed payment to the Bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP.

No advance payment will be made. Further, it may be noted that the criteria mentioned below is only for the purpose of effecting agreed price payment. The Bidder shall cover the entire scope including deliverables mentioned in Section 5. Payment will be based on phases as detailed in the Project scope. Aside from the amount payable by WBSCB and its Member Banks to the Bidder for the Scope of Work as given in the SOW, the banks shall not pay any extra amounts.

WBSCB and its Member Banks will release payment within 21 days from the date of receipt of invoice. In case of Dispute/s, payment will be made within 15 working days of resolution of dispute/s. No penal Interest will be paid for delayed payment.

Recovery of Penalty:

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

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The scope of work is divided in different areas and the payment would be linked to delivery, acceptance and signoff by the respective Bank official of each area as explained below with reference to the **Annexure 7 – "Commercial Bill of materials".**

Payment Procedure:

The Bidder shall raise individual bank wise invoices only after sign-off from the Bank for the below milestones:

The component wise payment will be as mentioned below:

One Time Cost for ATM Switch and Solution

Payment Milestones:	Payment (In INR)
Successful supply of ATM Switch and Solution and submission of BG including Sign-off from individual Banks	70%
Post successful Go-Live of ATM Solution	30%

Notes on One Time Charges for ATM Switch and Solution:

- One Time payment will be processed post successful sign-off from individual bank.
- BG will be submitted to WBSCB who will be the lead bank and custodian on behalf of all banks.
- One time charge for ATM switch will be distributed among 15 banks.
- All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the bank.

One Time Cost for Micro-ATM Switch and Solution

Payment Milestones:	Payment (In INR)
Successful supply of Micro-ATM Switch and Solution including Sign-off from individual Banks	70%
Post Go-Live of Micro-ATM Solution	30%

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Notes on One Time Charges for Micro-ATM Switch and Solution:

- One Time payment will be processed post successful sign-off from individual bank.
- Bidder has to provide unit price for Micro-ATM. This rate will remain same throughout the project tenure.
- All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the bank.

One-time charges for ATM Data Migration

Payment Milestones:	Payment (In INR)
Successful Data migration paid post submission of tallied all Migrated data Report from Legacy to new and sign-off from Bank as well as migration of data to new switch solution	70%
Post Successful Go-Live and Migration audit for individual banks	30%

Notes on One Time Charges for ATM Data Migration:

- One Time payment will be processed post successful data migration and sign-off from individual bank.
- One time charge for ATM data migration will be distributed among 15 banks.
- All the applicable local taxes, GST, VAT, withholding taxes, duties etc. need to be borne by the bank.

One-time charges for Micro-ATM Data Migration

Payment Milestones:	Payment (In INR)
Successful Data migration paid post submission of tallied all Migrated data Report from Legacy to new and sign-off from Bank as well as migration of data to new switch solution	70%
Successful Completion of Migration Audit for individual banks	30%

Notes on One Time Charges for Micro-ATM Data Migration:

- One Time payment will be processed post successful data migration and sign-off from individual

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bank.

- The bidder has to provide unit cost for Micro-ATM data migration for individual banks having Micro-ATM.
- All the applicable local taxes, GST, VAT, withholding taxes, duties etc. need to be borne by the bank.

One -time charges for ATM/Micro-ATM Training

Payment Milestones:	Payment (In INR)
Successful Completion of ATM Training with Sign-off from Individual Banks	50%
Successful Completion of Micro-ATM Training with Sign-off from Individual Banks	50%

Notes on One Time Charges for ATM /Micro-ATM Training:

- One Time payment will be processed post successful training and sign-off from individual bank.
- One time charge for ATM/Micro-ATM Training will be distributed among 15 banks.
- All the applicable local taxes, GST, VAT, withholding taxes, duties etc. need to be borne by the bank.

One -time charges for Micro-ATM Application (including API Integration)

Payment Milestones:	Payment (In INR)
Successful UAT Implementation and testing of Micro-ATM Functionalities with sign-off from individual banks	50%
Successful Go-Live with VAPT and sign-off from individual banks	50%

Notes on One Time Charges for Micro-ATM Application software:

- One time cost should include Implementation charges, Development charges, API development between CBS and Micro ATM Application, API with any other 3rd Parties required for proposed application.

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- Individual Bank wise invoice is to be generated.
- All the applicable local taxes, GST, VAT, withholding taxes, duties etc. need to be borne by the bank.
- The ATS amount towards Micro-ATM Client software will be divided into 2 equal installments and paid Half Yearly in arrears.
- Warranty period is 12 months post Go-Live and from 2nd year onwards ATS will be paid Half Yearly

One Time Cost for Mobile Banking Solution along with IMPS Switch and solution ,UPI Switch and Solution and BBPS Interface (Inclusive of API Integration)

Payment Milestones:	Payment (In INR)
Successful Go Live of Mobile Banking application with RBI compliance with VAPT for Android version.	25%
Successful Go Live of Mobile Banking application with RBI compliance with VAPT for iOS version.	25%
Successful Go-Live Sign-off of IMPS and VAPT	25%
Successful Go-Live Sign-off of UPI and VAPT	25%

Notes on One Time Charges for Mobile Banking solution along with IMPS Switch and solution, UPI Switch and Solution and BBPS Interface (Inclusive of API Integration) :

- One time cost should include Implementation charges, Development charges, API development between CBS and Mobile Banking Application, API with any other 3rd Parties required for proposed application, BBPS Interface etc.
- One Time payment will be processed post successful NPCI Certification and CUG sign-off for Mobile banking, IMPS, UPI from individual bank having Mobile Banking license.
- Individual Bank wise invoice is to be generated for those having Mobile Banking license.
- Monthly OPEX cost will be paid Quarterly in arrears.
- All the applicable local taxes, GST, VAT, withholding taxes, duties etc. need to be borne by the bank.

One-time charges for Mobile Baking along with UPI and IMPS Training

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Payment Milestones:	Payment (In INR)
Successful Completion of Mobile Banking Training with Sign-off from Individual Banks	40%
Successful Completion of IMPS Training with Sign-off from Individual Banks	30%
Successful Completion of UPI Training with Sign-off from Individual Banks	30%

Notes on One Time Charges for Mobile Banking along with IMPS and UPI Training:

- One Time payment will be processed post successful training and sign-off from individual bank.
- One time charge for ATM data migration will be distributed among 15 banks.
- All the applicable local taxes, GST, VAT, withholding taxes, duties etc. need to be borne by the bank.

One-time charges for 24*7 Call Center/ Helpdesk Solution

Payment Milestones:	Payment (In INR)
Successful integration with Centralized Helpdesk solution	70%
Stabilization period (30 days Post Go-Live of Centralized Helpdesk Solution) and Go-Live of ATM, IMPS, UPI for individual banks	30%

Notes on One Time Charges for Call Center:

- One Time payment will be processed post successful integration with Call center/Help desk solution installed centrally.
- Individual Bank wise invoice is to be generated.
- All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the bank.

Transaction cost (Operational Expenditure)

100% of cost will be paid quarterly in arrears as per the rate mentioned in commercial Bill of Material for all successful financial and Non- financial transactions of ATM, Micro-ATM, IMPS and UPI on sign off and acceptance by individual Banks. Bidder has to submit the appropriate quarterly report to justify the tax invoice.

Notes on Reconciliation:

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- Payment will be processed Quarterly per individual banks based on submission of reports for successful Financial and Non-Financial transactions.
- Individual Bank wise invoice is to be generated.
- All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the bank.

Reconciliation Cost

100% of cost will be paid quarterly in arrears as per the rate mentioned in commercial Bill of Material for all successful financial reconciled transactions and sign off and acceptance by individual Banks. Bidder has to submit the appropriate quarterly report to justify the tax invoice.

Notes on Reconciliation:

- Reconciliation rate will be inclusive of other charges i.e EJ Pulling, FRM, Card Management, Dispute management.
- Invoice will be generated Quarterly in arrears.
- All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the bank.

Customization Cost

Customization cost will be considered post Go-Live of individual bank and will be countered for bank specific requirements based on man-days rate. Any changes / integration required during the transformation; data migration will have to bone by the vendor. Any Regulatory and statutory changes during the project tenure will be free of cost. The man days rate to be provided by the bidder will be same during the project tenure.

Notes on Reconciliation:

- Rates mentioned for customization shall remain constant during the contract period of this RFP. All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the WBSCB and its Member Banks.

Facility Management Services

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Service / Task	Delivery Location	Operating Hours
Application (L1 Support) – Three Numbers (03). For services related to ATM/ Micro-ATM support services and IMPS and UPI Support services.	WBSCB PMO Premises in Kolkata, West Bengal for WBSCB and its 14 Member Banks.	9am to 8pm on banking transaction days, should be available in all exigencies and as on when Bank requires. 2 Resources will be available from 9:00 AM-5:00 PM and 1 resource from 12:00 Noon-8:00 PM

Notes on Facility Management Services:

- Payments for FM resources will be shared by WBSCB and its 14 Member Banks.
- Invoice will be generated Quarterly in arrears.
- All the applicable local taxes, GST, withholding taxes, duties etc. need to be borne by the bank.

6.57 Price Composition

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis as part of the commercial Bid inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance (if any), delivery, etc. but exclusive of only applicable GST, which shall be paid/reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits/advantages, arising out of a fall in prices, taxes, duties or any other reason, must be passed on to WBSCB and its Member Banks. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in customs duty. The bank will not pay any out-of-pocket expenses.

6.58 Language of the Bid

The Language of the Bid shall be English only.

6.59 Currency of the Bid

All prices and monetary terms to be quoted in INDIAN RUPEES (INR) only.

6.60 All pages of the Bid to be signed

The bidder, through its official so authorized to sign the Bid, shall sign on all the pages of the Bid, except those which are printed material in the nature of annual reports etc.

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6.61 Documentary Proof Submission

The Bidder shall be required to submit documentary proof concerning any claim of fulfillment of any criteria or any such requirement under this RFP. The bidder must also submit proof of incorporation, proof of turnover and profit, PAN Card, GST registration etc. as per the Technical Bid format.

6.62 Audit

WBSCB and its Member Banks reserves the right to conduct an audit/ ongoing audit of the services provided by the Vendor. The bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or audit agency/personnel identified by Bank to access documents, records or transaction or any other information given to, stored or processed by Vendor within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI/Bank.

The bidder should allow them to conduct audits or inspection of its books and account with regard to Bank by one or more officials or employees or other persons duly authorized by Bank.

WBSCB and its Member Banks at its discretion may appoint third party for auditing the activities of onsite/offsite services and operations of entire services provided to the Bank. The proposed solution should comply with and be certified to the standards of PA-DSS (Payment Application Data Security Standard) and the Bidder should have carried out Information Security and usability audit of the solution interface, copy of which is required to be submitted along with the bid. Subsequent security and usability audit findings highlighted in the pre/post implementation audits are required to be rectified by the bidder within 1-2 months from the date of audit report furnished.

WBSCB and its Member Banks may also decide to carry out pre-launch audit of the application by an internal or external agency. The findings of the pre-launch audit need to be rectified by the Vendor before going live. Bank would undertake audit/vulnerability assessment and penetration testing of the application by third party/independent auditors as per requirement of the Bank/Regulatory authorities. Consequence to any observation, if any changes are required in the application, same has to be carried out by the bidder without any additional cost to Bank.

The external and internal auditors of the bank will be given right to review internal controls of the bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the bank

6.63 Deadline for Submission of Bid

Bids must be received by WBSCB and its Member Banks at the address specified under Clause – 6.17, point no 13 and not later than the time and date specified in the RFP or its subsequent addendums. In the event of the specified date for the submission of bids being declared a holiday for WBSCB and its Member Banks, the bids will be received up to the appointed time on the next working day.

WBSCB and its Member Banks may, at its discretion, extend the deadline for submission of bids by amending the RFP in accordance with Clause 6.11, in which case all rights and obligations of WBSCB and its Member Banks and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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7. Time Schedule of the Project

The contractual period will be 5 years from the date of acceptance of order. The bidder has to execute the project within 4 months period including setting up, migration and operationalization of the ATM Switch Solution, IMPS & UPI Switch Solution and other Allied Applications. The contract may be extended for a period of 2 years at a time subject to satisfactory support services from the selected Bidder. However, there is no binding on the WBSCB or its Member Banks to necessarily extend the contract with the selected Bidder

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8. Annexure

ANNEXURE 1: FUNCTIONAL AND TECHNICAL REQUIREMENTS

FTR will be provided separately in excel file.

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ANNEXURE 2: FORMAT FOR PRE-BID QUERY

Dated ___/___/2023

RFP Ref. No. HO/MD/IT/1052 Date - 09/08/2023

If, the bidder, desiring to respond to RFP for Supply, Installation & Maintenance of ATM & Allied Software (As per "**ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model For WBSCB & Its Member Banks**"), requires any clarifications on the points mentioned in the RFP, it may communicate with West Bengal District Central Co-Operative Bank Ltd. using the following format (in a Microsoft Excel (.xls/.xlsx) format).

All questions received within the last date of receiving Pre-bid queries mentioned in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidders if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, WBSCB Bank may at its discretion, may or may not answer all queries in the Pre-bid meeting.

Section Number	Page Number	Point Number	Original Clause	Query	WBSCB Bank Response

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ANNEXURE 3: BIDDER DETAILS.

Name of Organization	
Registration No of Certificate of Incorporation & Date / Shop Act License Establishment date	
Address for Correspondence: Registered Office: Corporate Office: Landline No.: Fax: Email-ID:	
Organization Status of Registration Government Organization / PSU / Partnership / LLP or a Public / Private Limited Company	
Number of Years in the Business	
PAN number GSTIN	
Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID: (Any changes in the above should be informed in advance to WBSCB)	
Gross annual turnover of Bidder (not of the group): Amount in INR Crore	

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2019-20: 2020-21: 2021-22:	
Net Profit of Bidder (not of the group): Amount in INR Crore 2018-19: 2019-20: 2020-21: 2021-22:	
Details of the similar assignments executed by Bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
Details of inputs, infrastructure requirements Required by Bidder to execute this assignment	
Details of bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	

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ANNEXURE 4: NON-DISCLOSURE AGREEMENT

(On Rs.100 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at……. This

……..day of……..2023

BY AND BETWEEN

…… Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at ……. (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The West Bengal State Co-operative Bank Ltd., a financial corporation institute having its Registered Office at 24A, Waterloo Street, Kolkata – 700 069 (hereinafter referred to as "WBSCB" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Non-Disclosure Agreement shall be submitted to WBSCB. WBSCB will act as the custodian of this Non-Disclosure Agreement of other Member Banks. If the Non-Disclosure Agreement is not submitted, then WBSCB reserves the right to cancel the contract.

The Bidder and WBSCB are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. WBSCB is engaged in the business of providing financial services to its customers and intends to engage the Bidder for Implementation and Management of IMPS & UPI Switch Solution, ATM / Micro ATM Switch Solution along with other applications such as Card Management Solution, Online Dispute Management Solution, Reconciliation Solution and its related services, EJ Pulling Software, Fraud Risk Management for Payments, ATM/CRM monitoring solution with the required infrastructure (software, hardware, network and security), and other optional items on OPEX Model.

2. In the course of such assignment, it is anticipated that WBSCB or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").

3. The bidder is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of WBSCB, The Vendor undertakes to safeguard and protect such confidential information as may be received from WBSCB

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

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1. **Confidential Information:**

(i) “Confidential Information” means all information disclosed/furnished by WBSCB to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The West Bengal State Co-operative Bank Ltd.,

(c) was rightfully obtained by the Vendor from a source other than The West Bengal State Co-operative Bank Ltd. without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The West Bengal State Co-operative Bank Ltd. of such order and afford The West Bengal State Co-operative Bank Ltd. the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the West Bengal State Co-operative Bank Ltd. Upon termination of this Agreement, Confidential Information shall be returned to The West Bengal State Co-operative Bank Ltd. or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of The West Bengal State Co-operative Bank Ltd. in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any

Confidential Information, such Party shall, as may be legally permissible and reasonably practicable, give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this clause shall be satisfied by handling

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Confidential Information with the similar degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. **Non-disclosure:** The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than its directors, partners, agents, affiliates, associates, bidder's or persons in the direct employment of the Vendor (collectively as "Representatives") who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such representative to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Vendor agrees to notify The West Bengal State Co-operative Bank Ltd. immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement. Notwithstanding anything contained in this Agreement, the Bidder shall disclose the Confidential Information to such other parties who conduct bidder's internal risk management procedures, facilitate bidder's administration of business and support bidder's infrastructure. the Bidder shall disclose Confidential Information to its professional indemnity insurers in which event any such disclosure shall be subject to confidentiality obligations provided herein.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) Information regarding The West Bengal State Co-operative Bank Ltd. and any of its Affiliates, customers and their customer Information. For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) any aspect of The West Bengal State Co-operative Bank Ltd., business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) business processes, procedures and policies; or

d) current and future business plans; or

e) personnel information; or

f) financial information.

g) Customer Information

h) technology information including architecture, framework, infrastructure design, DC & DR information etc.

i) all data stored in the application

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3. **Publications:** The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The West Bengal State Co-operative Bank Ltd..

4.**Term:** This Agreement shall be read together with the principal agreement as may be executed between the Parties for the Purpose and shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by The West Bengal State Co-operative Bank Ltd., whichever is earlier. The Vendor hereby agrees and undertakes to The West Bengal State Co-operative Bank Ltd. that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The West Bengal State Co-operative Bank Ltd., all information received by it from The West Bengal State Co-operative Bank Ltd. for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to The West Bengal State Co-operative Bank Ltd., to certify in writing upon request of The West Bengal State Co-operative Bank Ltd., that the obligations set forth in this Agreement have been complied with. Notwithstanding anything contained herein, the Bidder shall be allowed to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by the Bidder or as may be required by law. Any such retention shall be subject to confidentiality obligations contained herein.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable for three (3) years post termination of this Agreement or until such information enters the public domain

5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by The West Bengal State Co-operative Bank Ltd. to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The West Bengal State Co-operative Bank Ltd.

6. **Remedies**: The Vendor acknowledges the confidential nature of Confidential Information and that damage may result to The West Bengal State Co-operative Bank Ltd. if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, The West Bengal State Co-operative Bank Ltd. may suffer immediate irreparable loss for which monetary compensation may not be adequate. The West Bengal State Co-operative Bank Ltd. shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Except for the contracting Parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall, either Party be liable for any indirect or consequential losses or damages.

   Any claim for relief to The West Bengal State Co-operative Bank Ltd. shall include The West Bengal State Co-operative Bank Ltd. costs and expenses of enforcement (including the attorney's fees), as may be awarded by court of competent jurisdiction in its final judgment

7. **Entire Agreement, Amendment and Assignment**: Unless the principal agreement is executed between the Parties, this Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements

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between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

9. **General:** The Vendor shall not reverse - engineer, decompile, disassemble, or otherwise interfere with any software disclosed hereunder.

   All Confidential Information is provided "as is". In no event shall The West Bengal State Co-operative Bank Ltd. be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The West Bengal State Co-operative Bank Ltd. constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose. However, The West Bengal State Co-operative Bank Ltd. understands that any inaccurate or incomplete Confidential Information may have adverse/material impact on the Purpose for which it is being used.

   The West Bengal State Co-operative Bank Ltd. discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, merchantability, fitness for a particular purpose, title or anything else.

10. **Waiver:** A waiver (whether express or implied) by The West Bengal State Co-operative Bank Ltd. of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The West Bengal State Co-operative Bank Ltd. from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

11. **Unpublished Price Sensitive Information**: WBSCB shall inform the Bidder in writing if, in the course of the Purpose, the Representatives of the Bidder will have access to any unpublished price sensitive information, whether of WBSCB or any other entity. WBSCB agrees that the Bidder shall not be responsible for determining the difference between price-sensitive and non-price-sensitive information that would form part of the information disclosed to the bidder. All information supplied to the Bidder (in whatever form) which is not in the public domain will be treated as Confidential Information for the Purpose. Further, WBSCB shall be responsible to obtain legal advice to ensure that information disclosed to the Bidder is not in contravention of any applicable laws and regulations.

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

For and on behalf of ---------- Ltd.

(Designation)

For and on behalf of The West Bengal State Co-operative Bank Ltd.

(Designation)

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ANNEXURE 5: FORMAT FOR PERFORMANCE BANK GUARANTEE

FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY (ON A NONJUDICIAL STAMP PAPER OF RS.100.00)
To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

WHEREAS (herein after called "The Bidder") has submitted its bid dated (date of submission of bid) for providing the _____(Scope of Work) in response to The West Bengal State Co-operative Bank Ltd.'s Request for Proposal (RFP) No. HO/MD/IT/1052 dated 09/08/2023 (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ___ (name of bank) of _____(name of country) having our registered office at (address of bank) (herein after called "the Bank") are bound unto The West Bengal State Co-operative Bank Ltd.(herein after called "the Beneficiary") in the sum of INR_____ /-(Rupees _____ only) for Which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this_____ day of_____, 2023.

THE CONDITIONS of this obligation are:

If bidder, having been notified, by the beneficiary, as selected Bidder for Implementation and management of ATM Switch Solution along with other applications on OPEX Model, during the period of contract fails to provide services or perform obligations in accordance with the aforesaid RFP and Contract, as the bidder.

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

This guarantee will remain in force up to 66 months from the date of signing the contract i.e., up to_____ (date of expiry which should be a minimum of contract period), and any demand in respect thereof should reach the Bank not later than the above date. Notwithstanding any other term contained herein:

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

Place:

SEAL

SIGNATURE.

Code No.

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NOTE:

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

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

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ANNEXURE 6: LETTER OF CONFORMITY WITH HARDCOPY

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd..
24A, Waterloo Street,
Kolkata – 700 069
RFP No: HO/MD/IT/1052 Dated 09/08/2023

Dear Sir,

Further to our proposal dated ___/___/2023, in response to the Request for Proposal (WBSCB's tender no. RFP No: HO/MD/IT/1052 Dated 09/08/2023 hereinafter referred to as "RFP") issued West Bengal State Corporative Bank("WBSCB") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by WBSCB, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 7: COMMERCIAL BILL OF MATERIAL

Commercial Bill of Materials will be provided separately in excel file.

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 8: COVERING LETTER FOR ELIGIBILITY CUM TECHNICAL BID AND COMMERCIAL BID

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

Having examined the BID (RFP No.: HO/MD/IT/1052 Date - 09/08/2023) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

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

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

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

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

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

Place:

Dated: ___/___/2023.

……

(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 9: LETTER OF CONFIRMATION

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

RFP Ref. No. – HO/MD/IT/1052 Date - 09/08/2023

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, West Bengal State Co-Operative Bank Ltd. has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full or in accordance with the deviations in "Terms & Conditions" accepted by West Bengal State Cooperative Bank.

We, hereby acknowledge and confirm, having accepted that West Bengal State Cooperative Bank can at its absolute discretion, apply whatever criteria are deemed appropriate, not just limiting to those criteria set out in the RFP and related documents, in shortlisting of bidders.

We shall observe the confidentiality of all the information passed on to us in the course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we /Our consortium partners have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or Any Financial Institution or otherwise not involved in any such incident with any concern whatsoever, where the job was undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:
Date:
SEAL (Authorized Signatory)

ANNEXURE 10: DEVIATIONS REQUESTED

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

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

Yours faithfully,

Authorized

Signatory

Designation

Bidder's name

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 11: AUTHORIZATION LETTER

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

SUB: Authorization Letter for attending the Bid opening.

Ref: RFP Ref. No. – HO/MD/IT/1052 Date - 09/08/2023

Dear Sir,

This with reference to your RFP for **ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model for WBSCB & Its Member Banks.**

<Bidder's Name> hereby authorize Mr. / Ms. _____to attend the Bid opening & to discuss with you on the subject RFP on behalf of our organization.

The specimen signature is attested below:

_____

Specimen Signature of Mr. /Ms.

--- ---

Signature of Authorizing Authority Name & designation of Authorizing Authority

Place:

Date:

Note: This Authorization letter is to be carried in person and shall not be placed inside any of the Bid covers.

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 12: BACKUP AND RESTORATION PLAN

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

SUB: Backup and Restoration Plan for WBSCB and its Member Banks.

Ref: RFP Ref. No. – HO/MD/IT/1052 Date - 09/08/2023

Dear Sir,

This with reference to your RFP for **ATM Switch Services and Implementation of End-to-End Mobile Banking including IMPS, UPI and BBPS under OPEX Model for WBSCB & Its Member Banks.**

We, <Bidder Name> here by confirm that Backup, Archival will be followed for WBSCB and its 14 (fourteen) Member banks separately. There will be no correlation/coexistence of multiple banks data kept under each tape/disc. We will be responsible for restoration drill activity under separate environment to the banks as defined in the Backup and Restoration Plan. We undertake, if our bid is accepted, to deliver services in accordance with the prepared plan.

Encl: **Backup and Restoration Plan**

Yours faithfully,

Authorized

Signatory

Designation

Bidder's name

Note:

Bidder to include backup of all Switch level hits/ Card Base details of the banks which includes both (Financial, Non-Financial Data, Logs Generated, Metadata etc).

1. Mention Log Backup: 15Minutes Frequency
2. Mention Data Backup: Daily Full Backup, and Monthly Full Backup,
3. Mention Data Archival: Yearly Archival
4. Mention Restoration Drill of Backup data: Bi-annually
5. Mention Restoration Drill of Archived Data: Annually

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 13: REFERENCE SITE DETAILS

RFP Ref No.: HO/MD/IT/1052 Date - 09/08/2023

Sl No.	Name and Complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., email address of the contact person	Nature and description of the business during last 3 years	Satisfactory Letter from customer to be enclosed or Purchase order to be enclosed

Notes: Bank may conduct Site Visit (Physical, Telephony, Electronics Media) during Normalization of Bids. WBSCB and its Member Banks may take the feedback of the Bidder's Reference Clients to arrive at any decision during the Selection process. WBSCB and its Member Banks are not liable to showcase the feedback received from the Bidder Clients references under whatsoever circumstances.

Yours faithfully,

Authorized

Signatory

Designation

Bidder's name

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 14: BID SECURITY FORM

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

Having examined the RFP (RFP No: HO/MD/IT/1052 Dated 09/08/2023) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFP and in accordance with our proposal and total cost / consultancy fees indicated in the Commercial Bid and made part of this bid.

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

If our bid is accepted, we will provide the guarantee of a Bank in a sum equivalent to 10% of the contract price for the due performance of the Contract in the form prescribed by the Bank.

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

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

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

We understand that the bank is not bound to accept the lowest or any bid the bank may receive. Place:
Dated: this day of 2023.

---------- ---------- (Signature)
(In the Capacity of)
Duly authorized to sign bid for and on behalf of

1 (Name & Address of Bidder)

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 15: EARNEST MONEY DEPOSIT

RFP No: HO/MD/IT/1052 Dated 09/08/2023

Date: _____

To,

The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

Subject: Earnest Money Deposit

We,_____having our registered office at_____(hereinafter referred to as "the Bidder") have submitted its proposal and response dated _____ (hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by The West Bengal State Co-operative Bank Ltd.

1. That the BIDDER is hereby submitting the security deposit of Rs. 10,00,000/- (Rupees Ten lacs Only) vide [NEFT/Online Transfer issued by a scheduled/Commercial bank] bearing No._____dated___ [drawn on/ issued by] _____

   (Hereinafter referred to as "Earnest Money Deposit") favouring '**The West Bengal State Co-operative Bank, Kolkata.**' for consideration of the Bid of the above-mentioned Bidder.

2. The Bidder hereby specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:

   a) Withdraws its Bid prior to the validity period of the Bid for any reason whatsoever or

   b) Fails to accept and sign the contract as specified in this document for any reason whatsoever; or

   c) Fails to provide the performance guarantee within 15 days from the date of placing the order by The West Bengal State Co-operative Bank Ltd. or signing of the contract, whichever is earlier, for any reason whatsoever.

   The West Bengal State Co-operative Bank Ltd. has the right to forfeit the entire Earnest Money Deposit amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

3. The Bidder understands, agrees and acknowledges that the Earnest Money Deposit will be refunded to the unsuccessful bidders only after acceptance of the "Letter of Intent" by the successful bidder. The bidder also agrees and acknowledges that the Earnest Money Deposit shall be returned to the successful Bidder upon furnishing of Performance Bank Guarantee.

4. The Bidder undertakes that it will not cancel the Earnest Money Deposit referred to above till the Bidder is returned the Earnest Money Deposit from West Bengal State Co-operative Bank. in accordance with the foregoing conditions.

5. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Earnest Money Deposit and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Earnest Money Deposit. The absence or deficiency of authority or power on the part of the Bidder to issue this Earnest Money Deposit or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Earnest Money Deposit.

Yours faithfully,

Signature

Name:

Designation:

Date:

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69

ANNEXURE 16: UNDERTAKING OF MSME BENEFITS

To,

The Managing Director,

The West Bengal State Co-operative Bank Ltd..

24A, Waterloo Street,

Kolkata – 700 069

SUB: MSME Benefits for RFP No: HO/MD/IT/1052 Dated: 09.08.2023

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) RFP No HO/MD/IT/1052 dated 09.08.2023 floated for **ATM Switch services and Implementation of End to end Mobile Banking including IMPS,UPI and BBPS under OPEX model for WBSCB and its Member Banks .** We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a) Issue of Tender Documents to MSMEs free of Cost

b) Exception to MSEs from payment of EMD/Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then WBSCB may take any suitable actions against us viz. Legal action, Cancelation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature
Name:
Designation: Director/Company Secretary
Place:
Date:
Seal & Stamp

The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata-69