Corrigendum 5- RFP for Supply, Implementation and Maintenance of Unified Payment Interface(UPI)
Solution for Five Years, Under Capex Model.
 (Pre-Bid meeting date 24.05.2022 at 15:00 hours)

Corrigendum 5 to RFP-09/2022-23 Supply, Implementation and Maintenance of Unified Payment Interface(UPI) Solution for Five Years, Under Capex Model.

RFP Ref.No.09/2022-23 Dated 13.05.2022

With reference to RFP Ref No. 09/2022-23 Dated 13.05.2022 published on our website https://www.bankofmaharashtra.in, and subsequent to Pre-Bid meeting held on 24.05.2022 at 1500 hours with bidders, following amendments to the RFP document are made with immediate effect. Responses to pre-bid meeting are uploaded on Bank's website separately,

SN	RFP Page No.	Point No.	RFP Term/Clause no.	Clause as per RFP	Clause Revised as
1.	10	3.24	Commercial	If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which consultancy services have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of OFSAA during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure A.	If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which services have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of UPI Solution during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure A.
2.	11	3.5	Offer Validity Period	The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.	The offer should hold good for a period of 180 days from the date of the bid submission.
3.	21	6.2	Right to Alter Scope	Bank reserves the right to alter the proposed scope at any time before finalizing the bidder.	Bank reserves the right to alter the proposed scope at any time till submission of final bids.
4.	34	6.37 (5)	Other Terms and Conditions	The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.	The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the bidder. Bank will give intimation for such audit and cost of the audit will be borne by the bank
5.	35	6.37	8	The bidder cannot change the people assigned to a particular piece of work till such work is	The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.

				complete unless consented in written by the Bank.	
6.	42	Annexure 4	M (iii)	The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per ANNEXURE L of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.	The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per ANNEXURE L of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax. All the bidders who have submitted the bid during Reverse Auction are also required to submit final bill of material as per ANNEXURE L of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
7.	81	5	Warranty and AMC	The BIDDER shall provide one-year comprehensive onsite warranty and four years AMC/ ATS for the UPI Switch and other associated solutions in scope of the RFP, including hardware, software and associated modules and services. The warranty shall start from date of Project sign off.	The BIDDER shall provide Three-year comprehensive onsite warranty and two years AMC/ ATS for the UPI Switch and other associated solutions in scope of the RFP, including hardware, software and associated modules and services. The warranty shall start from date of Project sign off.
8.	86	xxxiii	Fraud detection and protection	• The Fraud Management System should be configurable, customizable, highly scalable and provide real time fraud monitoring • The system shall have rules to provide basic functionalities to monitor the fraud and risk aspects of the payment transactions for bank registered UPI users. • Scoring of ongoing transactions, based on the risk ratings • Generating and responding to alerts based on rules, cardholder profile, and any other logics that detect possible fraudulent activity using the Bank issued cards	• Integrate UPI solution with Bank's Fraud Risk Management Solution • Monitoring and responding to alerts generated by FRMS pertaining to UPI solution based on rules, UPI User profile, and any other logics that detect possible fraudulent activity using the Bank issued cards • Block UPI use by country and/or predetermined MCC (Merchant Category Codes) codes • Details of Bank's FRMS solution will be shared with successful bidder.

				• Block UPI use by country and/or predetermined MCC (Merchant Category Codes) codes	
9.	89	Point 16	10. Detailed Solution requirements / Scope	The solution to have the capability to process transactions at the speed of 300 TPS and should be scalable as per the Bank's growth during the contract period. Bidder should review the TPS data periodically maintain buffer of 200 TPS in addition to actual TPS, as & when required by the bank.	The solution to have the capability to process transactions at the speed of 500 TPS on day of go live and should be scalable as per the Bank's growth during the contract period. Bidder should review the TPS data periodically and maintain buffer of 40 % TPS in addition to actual maximum TPS noticed during review frequency defined by the Bank and bidder or as & when required by the bank. E.g. • Capacity in terms of TPS on go live or day 1 = 500 TPS • Actual TPS on go live or day 1 = 100 TPS **Example 1:** After 4 months TPS is reviewed and actual maximum TPS was found as 300. As per RFP terms, buffer of 40% TPS required on actual maximum TPS. Hence, after review TPS should be 300 + 40% of 300 = 420 TPS Current TPS is 500 hence no action required. **Example 2:** After 8 months TPS is reviewed and actual maximum TPS was found as 360. As per RFP terms, buffer of 40% TPS required on actual maximum TPS. Hence, after review TPS should be 360 + 40% of 360 = 504 TPS Current TPS is 500 hence capacity should be introduced in the system to handle additional TPS.

					The parameters of above reviewed jointly with bidder and decision will be taken based on mutually agreed terms. However, in case of regulatory or compliance requirement. The capacity enhancement needs to be done as per direction of Bank.
10.	93	10	F	Addition: Training	The bidder shall keep the Bank's technology team updated at all the stages of the installation and implementation of the UPI switch and for other related services. The SI shall provide training to Bank's Technology team on system fundamentals, operating systems, application software, database, tec. Bidder shall also train no fault diagnosis and first line support. The training shall enable the Bank's software staff to maintain all software related to the UPI switch and for other related services with minimal support from the SI. Bidder shall provide complete training plan for UPI switch which should be mainly divided in two phases i.e. pre-implementation training and post implementation training. Bidder shall provide training to various target groups consisting of core UPI switch team, sysadmin team, operations team, call center executives etc. training infrastructure shall be provided by the Bank including location. The functional and technical training for core team shall be for duration on part/full time basis and commence within a week from the "Project Start Date'. The duration of the training has to be agreed with the Bank. Bidder shall also provide training study material for each program in softy copy Training shall cover following operational aspects: 1. Basics of installing the products 2. Basics of technical infrastructure used by the products 3. Module-wise functionality and configuration 4. User interface to products

5. Business related components/ functionality of product
6. Detailed mentor/procedure of configuring product for business needs
7. Day-to-day operating/processing using products
8. Monitoring of devices, transactions, process, ports etc.
9. Advanced trouble shooting techniques
10. Reporting and data retrieval
11. Any other relevant areas

For each product, the training shall cover following technical aspects:
1. Installation of product in detail
2. Technical components and infrastructure of products in detail
3. Product configuration
4. Technology used in development, testing
5. SDK and customization methods
6. Advanced troubleshooting techniques
7. Data migration (data cleaning, data extraction and loading in new switch, transition from old switch to new switch)
8. Impact analysis
9. Any other relevant areas

#					
11.	104	Point 7	7.8. ANNEXURE D : ELIGIBILITY EVALUATION	Bidder must have experience of implementing UPI solution for at least 2 Scheduled Commercial Banks in India where average minimum daily UPI transactions should be 10 lakhs during last two years	Please refer Annexure E for revisions
12.	105	7.9	ANNEXURE E: PAYMENT TERMS	Additional clause	The bidder should enter into contract / agreement before raising any invoice.
13.	106	7.9	ANNEXURE E: PAYMENT TERMS:	Payable quarterly / yearly in arrears against receipt of satisfactory service performance	Payable quarterly in arrears against receipt of satisfactory service performance report of previous quarter from the Bank's Project / Operation Manager

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			AMC/ATS	report of previous quarter from the Bank's Project / Operation Manager	AMC/ATS will be payable after successful deployment of solution licenses.
14.	107	7.10	ANNEXURE F: PROJECT TIMELINES	The UPI solution must be implemented as per project scope within a period of 4 months in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases as explained in Annexure 10.	Please refer Annexure F for revisions

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एक परिवार एक बैंक

ANNEXURE A: COMMERCIAL BID FORMAT
The bidder is required to update the commercials in the following format:

Table1

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

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

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

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

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

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

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Table 2 : Breakup of Enterprise License* Cost for UPI switching (item 1 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Enterprise License Cost for UPI switching								
N	Add rows if required and update the N as running serial number								
T2	**Total Cost (1 to N)**								

Table 3 : Breakup Database Cost for UPI switching (item 2 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Database								
N	Add rows if required and update the N as running serial number								
T3	**Total Cost (1 to N)**								

Table 4: Breakup of Operating System Cost for UPI switching (item 3 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Operating System								
N	Add rows if required and update the N as running serial number								
T4	**Total Cost (1 to N)**								

Table 5 : Breakup of Other Software Cost for UPI switching (item 4 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Other Software								
N	Add rows if required and update the N as running serial number								
T5	**Total Cost (1 to N)**								

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Table 6 : Breakup of Facility Management Cost for UPI switching (item 6 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Facility Management Resource Type		NA						
N	Add rows if required and update the N as running serial number		NA						
T6	Total Cost (1 to N)		NA						

Table 7 : Breakup of Hardware Cost for UPI switching (item 7 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Hardware Item			NA	NA	NA			
N	Add rows if required and update the N as running serial number			NA	NA	NA			
T7	Total Cost (1 to N)			NA	NA	NA			

Table 8 : Breakup of Any other charges for UPI switching (item 9 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	**Any other charges**								
N	Add rows if required and update the N as running serial number								
T8	Total Cost (1 to N)								

Table 8 : Breakup of training charges for UPI switching (item 10 of Table 1)

SN	Requirement	Quantity	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
				Year1	Year2	Year3	Year4	Year5	
1	Pre-implementation Training			NA	NA	NA	NA	NA	
2	Post-Implementation Training			NA	NA	NA	NA	NA	
T9	Total Cost (1 to N)			NA	NA	NA	NA	NA	

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Terms & Conditions:

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

Place:

Date: Seal & Signature of the Bidder

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ANNEXURE D : ELIGIBILITY EVALUATION

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

ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / 2013 or The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years (as on date of RFP). Copy of the certificate of incorporation should be enclosed as documentary proof.		Certificate of Incorporation. Certificate of Registration
2	The Bidder should have a yearly turnover of greater than **Rs.13** crores or above (each year) or **average turnover of 13 crores** in the past three financial years (2019-20 ,2020-21 & 2021-22*). This must be the individual Company's turnover and not that of any group of Companies. The bidder should have positive net worth in each of last 3 financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.)		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years. **FY 2019-2020** **FY 2020-2021** **FY 2021-2022*** *If audit for the year 2021-22 is not completed, then provisional balance sheet for the year 2021-2022 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company
3	The bidder should have support Office/Branch in Pune. In case direct support offices of the bidder is not present in Pune then		Supporting document

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Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	an undertaking to be provided by the bidder stating that direct support would be provided by the Bidder at Pune		
4	The bidder should be OEM / authorized partner for the software to be implemented (Proof to be submitted). Either OEM or authorized partners of OEM can bid in a tender but **both cannot submit separate bids**.		Certificate / letter from OEM.
5	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that effect shall be submitted along with the technical bid.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
6	The Bidder/ **OEM of proposed solution** should have experience of providing the UPI solution in India to any Scheduled Commercial Bank in CAPEX /OPEX Model in last 5 years in India. The solution should be live as on date of floating of RFP. the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. **Both OEM or OEM partners cannot participate through separate bids. In case of only partner participate, only one partner of one OEM can submit bid**		Successful completion certificates or letter from the Bank./ Purchase Order and latest Invoice / Legal Agreement and PO The Bidder to submit successful completion letter from the Bank
7	Bidder/**OEM of proposed solution** must have experience of implementing UPI solution for at		Copy of the order and / or Certificate of completion of the work.

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Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	least **1** Scheduled Commercial Banks in India where average minimum daily UPI transactions should be **8** lakhs during last two year **Both OEM or OEM partners cannot participate through separate bids. In case of only partner participate, only one partner of one OEM can submit bid**		Relevant certification from Financial Institutes
8	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure 13
9	At the time of bidding , Bidder/OEM should not have any litigation pending against the bank in any court of law.		Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.

Note:

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

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ANNEXURE F : PROJECT TIMELINES

The UPI solution must be implemented as per project scope within a period of 5 months in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases as per table below:

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

Stage #	Activity	Duration of activity (weeks)	Elapsed Time (Weeks from Project Start Date)	Deliverables
1	All related Hardware/ application software delivery and successful installation	Setting up the necessary minimum environment to enable the solution build – 6 Weeks Hardware Installation – 2 Weeks	6 8	Delivery and installation of all the related Hardware items offered. Delivery of Software (Application, Database, OS etc) licenses along with object files, source code etc. Installation of all the software items with latest version and patches.
2	Acceptance test	2	10	The Acceptance test involving installation and commissioning and successful operation of the hardware, software, and other equipment etc shall be demonstrated by the bidder for at least 5 days at Bank's Site on offered hardware. All necessary additional hardware / simulators/ software for stress testing would be arranged by the bidder.
3	UAT signoff in test environment	5	15	bidder shall demonstrate all the functionalities/ requirements as depicted in scope of work along with all required customization including interface with the existing Switch. Remediation of UAT issues and UAT signoff
4	Production movement, migration and Pilot/ Closed User Group implementation followed by complete	4	19	All the functionalities/ requirements as depicted in scope of work shall be made live. All data/ interfaces/ devices shall be migrated from old Switch to new Switch All UPI operations are to be made live on new Switch and old switch shall be removed.

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Stage #	Activity	Duration of activity (weeks)	Elapsed Time (Weeks from Project Start Date)	Deliverables
	Go-live			Bidder shall demonstrate fulfillment of all requirements in live environment
5	Project Signoff	1	20	After completely moving to new UPI Switch, functionalities and all UPI applications operations would be observed for 60 days and problem if any would be reported to bidder. bidder shall provide solution to the issues raised.

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

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

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

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

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ANNEXURE G : SERVICE LEVEL REQUIREMENTS

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

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

➢ Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.

➢ The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.

➢ Time bound problem addressing team (onsite) for the complete contract period.

➢ Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

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

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated

on a monthly basis.

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

downtime

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

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Uptime Percentage	Penalty Details
A >= 99.95%	No Penalty
99.95% =< A <99%	2% of cost of monthly billing
99% =< A <= 98.5%	5% of cost of monthly billing
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly billing charges for every 0.1% lower than the stipulated uptime

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

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

Availability Service Level Default

▪ Availability Service Level will be measured on a monthly basis.

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

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

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Complete system is down or not able to process transactions	100%
Severity 2	System is down intermittently or processing transactions intermittently	90%
Severity 3	System is up and running and processing transactions but performance is degraded affecting user experience.	80%

SLA Penalty Calculation:

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

5 hours x 90% = 4.5 hours

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

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

SLA for Onsite Support Facility Management

Bidder will have to guarantee a minimum uptime of 99% per resource (i.e. attendance of each of the resources), calculated on a monthly basis.
Uptime percentage will be calculated as (100% less Person non attendance Percentage) Person non attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs per day per person for a week.

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

Availability Service Level Default for Facility Management

▪ Availability Service Level will be measured on a monthly basis.

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

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

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

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

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ANNEXURE 22 - EMD (in form of PERFORMANCE BANK GUARANTEE)

Bid Security Form / EMD
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)
Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:
Date:
Period of Bank Guarantee: Valid up to
Amount of Bank Guarantee: Rs.   /-

To,
Bank of Maharashtra,
IT Department,
1501, Lokmangal,

Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at …….. this ………..day of ………….. between Bank of
……………………… a banking company having its office at ……………… hereinafter referred to as
'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking
Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal'
, 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

Whereas the Beneficiary had invited tenders for XXXXXXXXXXX, vide tender No: XXXXX dated:
XXXXXX.

One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of
beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs
XXXXXXX/- (Rs. XXXXXXX only) as Earnest money Deposit (EMD) along with their offer. The
Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public
Sector Bank, valid for 6 months from the date of issue.

M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply,
installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors
are required to deposit the said amount of earnest money (or security deposit) or to furnish bank
guarantee.

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for
payment of the said amount of earnest money (or security deposit) in the manner hereinafter
appearing:

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises
the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever
called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised

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by the said Contractor/s, pay to the Beneficiary the said amount of Rs. XXXXX/- (Rs. XXXXXXX only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto ……

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.
Notwithstanding anything contained herein:

The liability of the Bank under this Bank Guarantee shall not exceed Rs. XXXXXX/-. (Rupees XXXXXX only).
This Bank Guarantee shall be valid up to _____.

Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put is seal the day and year first hereinabove written. Signed, sealed and delivered by Mr…………

For and on behalf of the Guarantor Do so and
to affix the seal of the Bank, in the presence of ……….

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बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
एक परिवार एक बैंक

Notice regarding online Technical bid submission

Bank has opted for technical bid submission though online mode. The detailed instructions pertaining to Online mode of bid submission was already part of **Annexure-j** of RFP09/2022-23

***The said Tender shall be available online on website https://eauction.auctiontiger.net .**The bidders has to submit their bids by uploading the required document on the portal https://eauction.auctiontiger.net on or before the due date. The notice regarding date and time of online Technical bid submission shall also be notified separately on Bank's official website https://www.bankofmaharashtra.in . Please note that Bids submitted other than Online mode mentioned above shall not be accepted.*

Note- Except changes mentioned above, there is no change in any clauses, terms & conditions, Schedule of the RFP document.

Sd/-
Deputy General Manager
Information Technology