



REQUEST FOR THE PROPOSAL
FOR THE SELECTION OF VENDOR FOR
SUPPLY, IMPLEMENTATION AND MAINTENANCE OF
END-TO-END MERCHANT ACQUISITION SYSTEM FOR
THE KERALA STATE CO-OPERATIVE BANK LTD
(KERALA BANK) UNDER OPEX MODEL

KBIT/MA/100/2025-26

Abbreviation

ASP	Application Service Provider
Bank	Kerala State Co-operative Bank for proposed Kerala Bank.
Bidder	Prime bidder /SI / authorized Agent
CA	Certification Agency/Chartered Accountant
CBS	Core Banking Solution
CIC	Credit Information Company
CIDR	Central Identities Data Repository
DC	Data Centre
DCCB	District Central Cooperative Bank
DMR	Digital member register.
DOC	Department of Cooperation
DUKPT	Derived Unique Key Per Transaction
DR Site	Disaster Recovery Site
DFS	Department of Financial Services
EMD	Earnest Money Deposit
EASI	Electronic Access to Securities Information
EDC	Electronic Data capture
GOI	Government of India
GPRS	General Packet radio service
HSM	Hardware security module
IBA	Indian Bank Association
IPR	Intellectual Property rights
IT	Information Technology
KCC	Kissan Credit Card
KSCB	Kerala State Co-operative Bank Ltd
LAN	Local Area Network
LOS	Loan Origination System
LDAP	Lightweight directory access protocol
MIS	Management Information System
MOU	Memorandum Of Understanding
Miety	Ministry of Electronics and Information Technology
MDR	Merchant Discount rate
MMS	Merchant Management system
NABARD	National Bank for Agriculture and Rural Development
NACH	National Automated Clearing House
NFC	Near Field Communication
NDR	Near Disaster Recovery centre
NEFT	National Electronic Fund Transfer
NPCI	National Payment Corporation of India

NCMC	National common mobility card
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OSD	On-Screen Display
PACS	Primary Agriculture Credit Cooperative Societies
PBG	Performance Bank Guarantee
PFMS	Public Finance Management System
PKI	Public key infrastructure
PCI	Payment card industry
PoS/POS	Point of sale
PSTN	Public Switch Telephone network
PG	Payment Gateway
QGR	Quarterly Guaranteed Revenue
RBI	Reserve Bank of India
RCS	Registrar Of Cooperative Societies
RFP	Request For Proposal
SBI MOPS	State Bank of India Multi Option Payment System
SI	System Integrator
SLA	Service Level Agreement
SMS	Short Messaging Services
SMTP	Simple Mail Transfer Protocol
SoW	Scope of Work
TLE	Terminal Line Encryption
TPS	Transaction Per Second
UAT	User Acceptance Test
UKPI	Unique Key Per Terminal
UIDAI	Unique Identification Authority of India
UPI	Unified Payment Interface
XML	Extensible mark-up language

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KERALA BANK
 Kerala State Co-operative Bank

Disclaimer

The information contained in this Request For Proposal (RFP) document or information provided subsequently to the bidders or applicants whether verbally or in documentary form by Kerala State Cooperative Bank (Herein after termed as "Bank"), is provided to the bidders 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 document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (Herein after individually and collectively referred to as bidder or bidders respectively). The purpose of RFP is to provide the bidders with information to assist formulation of their proposals. This RFP does not claim to contain all the information required by each bidder. Each bidder is free to conduct its own independent investigation, analysis and is free to check the accuracy, reliability and Bank shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability and completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all information that a bidder require. The Bank does not undertake to provide any bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein which may become apparent.

The Bank reserves absolute discretion but without being any obligation to do so, update, amend, or supplement the information in this RFP. Such change will be published on the e-tender website <https://www.etenders.kerala.gov.in> and it will become part and parcel of this RFP.

The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason what so ever. The decision of the Bank shall be final, conclusive and binding on all parties. Bank cannot be held liable for the damages suffered by Bidder for participating in this Bid on any conditions that are even remote or speculative, or that Bank could not reasonably have foreseen on giving this request for proposal.

Definitions

1. The Kerala State Co-operative Bank (KSCB)

The Kerala State Co-operative Bank is the Apex bank in the Co-operative credit structure of the State of Kerala. The 13 District Co-operative Banks in the state have been merged with the Kerala State Cooperative bank which formed a single entity having 769 branches across Kerala.

2. Buyer

The Kerala State Co-operative Bank is the buyer in the context of this RFP.

3. Bidder

The firms who satisfy the eligibility criteria fixed in the RFP and who participates in the e-tender process is defined as the 'Bidder'. There may be more than one bidder and all such bidders will be called as 'Bidder applicants. Those bidders who satisfy the criteria and get selected through e-tender procedure will be defined as 'Selected Bidder'. The selected bidder has to sign an MSA and SLA with the buyer after awarding contract through purchase order, in that case the selected bidder would be termed as 'Supplier 'or "vendor".

4. Master Service Agreement (MSA) and Service Level Agreement (SLA)

These are documents created jointly by the supplier/ vendor and the buyer incorporating the terms and conditions of services that is offered by the supplier/vendor for the smooth functioning of the Bank. SLA is a document which will guide both the supplier as well as the buyer regarding the terms of service including payment terms, penalty, exit clause etc, to be rendered as part of contract. MSA is a contract reached between parties, in which the parties agree to the terms that will govern future transactions or future agreements.

Bid Details in Brief

SL.NO	Description	Details
1	RFP No and Date	KBIT/MA/100/2025-26
2	Brief Description of the RFP	<p>Bank invites sealed e-tender from eligible bidders for the supply, implementation and maintenance of End-to-End Merchant acquisition system including switching services, Payment Gateway, PoS, QR, Soundbox, Standies. The successful bidder shall be responsible for supply, implementation and maintenance of the Merchant acquisition and PoS as per specification given in the RFP document.</p> <p>Bidder is also responsible for integration to Bank's existing CBS, Switch, Card, SMS, affiliated/partner institutions. Installation of technical Infrastructure such as software applications, portals, devices, hardware, data storage, backup systems and data network and maintenance & monitoring of the system.</p>
3	Banks address for communication and tender	<p>Chief Executive Officer, Kerala State Co-operative Bank Limited, Co-Bank Towers, Vikas Bhavan P.O-695033,Kerala. Ph-0471-2547222,2316329 email : rfppmu@keralabank.co.in & rfpkscb@gmail.com</p>
4	Date of issue	31/03/2026
5	Last date of submission of queries for pre-bid	10/04/2026 5 p.m
6	Pre-bid meeting	13/04/2026
7	Bid submission start date	27/04/2026
8	Last date of submission of Bids	05/05/2026 – 4 p.m
9	Date and time of Opening of Pre-qualification bid	07/05/2026 – 11 a.m

10	Date and time of opening of technical bid	<i>Will be informed after completing the pre-qualification cover evaluation</i>
11	Date of presentation and Demo by Bidders agent	<i>Will be informed after completing the pre-qualification cover evaluation.</i>
12	Visit to reference installation site By Selected Core team of the Bank	<i>Time & date will be intimated later</i>
13	Opening of Financial Bid	<i>Time & date will be intimated later based on the number of bidders for Technical Presentation.</i>
14	Application Fee (Non-refundable)	INR 10,000/-
15	Earnest Money Deposit (Refundable)	INR 5,00,000/-
16	Validity of the proposal	<i>180 days from the date of opening of the Financial Bid</i>
17	Name and the Details of the Contact Person	Shri. Rajesh A R, Chief General Manager, Kerala State Co-operative Bank Limited, Co-Bank Towers, Vikas Bhavan P.O-695033, Kerala. Ph-0471-2547222,2316329 email : rfppmu@keralabank.co.in & rfpkscb@gmail.com
18	Website from which tender document can be downloaded	https://www.etenders.kerala.gov.in
19	Submission of tender and remittance of fee	Please visit the General Tender Terms & Conditions for e-Procurement section

Notice Inviting Request for Proposal**KBIT/MA/100/2025-26**

Sl.No.	Name of Work
1.	This tender is an e-Tender and is being published online FOR THE SELECTION OF VENDOR FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF END-TO-END MERCHANT ACQUISITION SYSTEM FOR THE KERALA STATE CO-OPERATIVE BANK (KERALA BANK) UNDER OPEX MODEL

The documents may be downloaded from the website <https://www.etenders.kerala.gov.in>. RFP shall be accompanied with Earnest Money (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs Only), deposited through the e payment system in the e-procurement portal of the Government of Kerala, <https://www.etenders.kerala.gov.in>. A bid will not be considered, if not accompanied with the EMD.

Application for this RFP supported by prescribed annexure shall be submitted through the e-procurement portal of the Government of Kerala. The bid applications will be received till 16:00 hours on 05.05.2026 (last date of submission)

The bidders are advised to keep visiting the website of KSCB, www.etenders.kerala.gov.in from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the RFP document complete in all respects including updates thereof, if any. An incomplete application is liable for rejection.

The Kerala State Co-operative Bank reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in the KSCB.

The Chief Executive Officer, KSCB reserves the right to reject any or all prospective application without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for THE SELECTION OF VENDOR FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF END-TO-END MERCHANT ACQUISITION SYSTEM FOR THE KERALA STATE CO-OPERATIVE BANK (KERALA BANK)

The tender is invited in three cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the 'bid-details in brief section' of this tender published in <https://www.etenders.kerala.gov.in>.

A). Online Bidder Registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on <https://www.etenders.kerala.gov.in> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-257 7088, 2577188, 257 7388 or 0484-233 6006, 233 2262 and through email: etendershelp@kerala.gov.in for any assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document:** Tender document will be available for free download on <https://www.etenders.kerala.gov.in>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting:** Please refer 'Bid details in brief' section
- iii. Publishing of Corrigendum:** Corrigendum (if any) shall be published on <https://www.etenders.kerala.gov.in> and shall not be available elsewhere.
- iv. Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <https://www.etenders.kerala.gov.in>. All documents in support of bid (Pre-qualifications, technical bid & Financial bid) shall be submitted online. Failure to submit the documents online will attract disqualification. No manual submission of bid is allowed and manual bids shall not be accepted. However manual submission in sealed covers as mentioned in "clause v" shall be adopted as a risk mitigation approach which will be a part of the failure over mechanism.

- v. A hard copy of sealed bid which forms an exact copy of the uploaded bid in the e tender site with Pre-Qualification, Technical and financial proposal has to be submitted by the bidder to the below address.

Shri. Rajesh A R,
Chief General Manager,
Kerala State Co-operative Bank Limited,
Co-Bank Towers,
Vikas Bhavan P.O 695033,
Kerala.
Ph-0471-2547222,2316329

A copy of the bid which forms an exact copy of the uploaded bid in the e tender site with Pre-Qualification, Technical and financial proposal has to be submitted by the bidder through password protected soft copy of the same to email : rfppmu@keralabank.co.in & rfpkscb@gmail.com .The password will be kept under bidders custody to be revealed only in case of a fall back where this alternate copy to be opened.

- vi. **Opening of Pre-qualification:** In this stage, the Pre-qualification documents submitted by the Bidders are verified. Those bidders qualified in the PQ, will be approved to go for next stage of evaluation (i.e., technical evaluation).
- vii. **Opening of Technical Bid and Bidder short-listing:** The technical bids of those bidders who qualify in the pre-qualification will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. Bids shortlisted through this process will be taken up for opening the financial bid.
- viii. **Opening of Financial Bids:** Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in 'Bid-details in brief section'.

C). Documents Comprising Bid:

Pre-Qualification, Technical or/and financial proposal shall contain scanned copies of documents which is detailed in **annexures**.

The Bank doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(i). The Third Stage (Financial Cover as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name; otherwise, price bid will not get uploaded. The bidder should fill in details in the same file and upload it back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and shall be rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, tender document fee of Rs. 10,000/- (Ten Thousand) and Earnest Money Deposit of Rs.5,00,000/- (Five lakhs) The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fee and EMD can be paid through the online facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of the Banks listed for making tender remittances in e-Procurement System.

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option with its Net Banking Facility., where bidder can enter their internet Banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the Bank selection page. Here, bidders can select from any of the Banks to proceed with its Net Banking Facility for remitting tender payments.

**Transaction Charges: as applicable*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment have to be borne by the bidder. The bid will be evaluated only if payment status against bidder is showing "**Success**" during bid opening.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Pre-qualification, Technical bid and financial bid online on <https://www.etenders.kerala.gov.in> along with online payment of tender document fee and EMD.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission, otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

General conditions of bid

1. Not more than one bid shall be submitted by the bidder.
2. The bid submitted by the bidder is not transferable
3. The RFP document for the bid shall be prepared in English
4. The RFP document, its connected documents/ deliverables submitted by the bidder shall be the property of the Bank.
5. The bidder shall raise no claim as to the ownership or possession of the same
6. The buyer is free to cancel the e-tender at any point prior to awarding of contract. In that case, the buyer shall not be responsible for any damages to the bidder.
7. The buyer is at liberty to withdraw the e-tender without any liability to the bidder at any point of time. In such case no reason for withdrawal shall be attributed by the buyer.



1. Introduction

The Kerala State Co-operative Bank is the apex Bank in the Co-operative credit structure of the State of Kerala with its 824 branches and 1516 affiliated Primary Credit Societies across the state is looking for a Merchant acquisition solution to provide a secure and reliable platform for businesses transactions, reducing the risk of chargebacks, fraud, and disputes.

2. About RFP

The Request for proposal encompassing Annexure, Appendices and corrigenda, if needed have been prepared solely for the purpose of The Kerala State Co-operative Bank. Through this document Bank solicit proposals from qualified bidders for the supply, implementation & maintenance of End-to-End Merchant acquisition system including PoS, QR, Sound box and Standies. The Bank envisages having deeper insights into each transaction through real time business activity monitoring, analytics to ensure lower defects, content and resource optimization through audit trails and dynamic resource allocation.

The proposed system should be capable for the integration to Bank's CBS, Switch, Card, SMS, affiliated/partner institutions etc. Installation of technical Infrastructure such as software applications, portals, devices, hardware, data storage, backup systems and data network and maintenance & monitoring of the system.

The scope of the work is described in details section -3 of RFP.

The objective of RFP is:

1. Defining scope of work.
2. Proposal request - to invite detailed proposals from bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
3. Bidder selection -To short list bidders for comprehensive technical and financial evaluation and award the contract to the selected bidder taking in to consideration of evaluation parameters defined in RFP.

The successful bidder shall be a single point contact for all products and services described in the scope of work and will be responsible for all deliveries, project management and co-operation as specified in subsequent sections of RFP.

The period of contract will be five years after with a provision for extension of such other period subject to mutually agreeable terms and conditions. There will be an implementation period of 10 days in total from the effective date mentioned in the Purchase Order to implement and integrate all applications and for the completion of go live.

The bidder is required to provide all support in scope for application and infrastructure throughout the tenure of the contract.

3. Scope of the work

The Kerala State Co-op Bank is inviting tenders for the supply, implementation and maintenance End to end Merchant Acquisition system including PoS, Sound box, QR Standies, Payment Gateway and EFRM. The Bank envisages having deeper insights into each transaction through real time business activity monitoring, analytics to ensure lower defects, content and resource optimization through audit trails and dynamic resource allocation.

The scope of RFP involves providing “End-to End Solutions to set up, manage and Operate Merchant Acquiring Business including Switching services, PoS, Sound box, QR Standies on Monthly Rental Model (Opex). It involves deployment of POS Terminals, Sound boxes, QR standies at Merchant Locations for acceptance of all types of cards, issued in association with RUPAY, VISA, MasterCard etc payment with UPI, QR etc. by the Bidder and routing the transactions to Bidder’s Switch and then to the appropriate interchange switch viz. RUPAY/VISA/ MasterCard/ etc.

The bidder has to deploy the POS Machines, QR Standies, Sound boxes etc at its own cost in Opex Model and maintain them and, also offer ‘End-to-End Solutions’ including deployment/installation, terminal driving, Switching, merchant help desk, consumables, sourcing and enrolment of Merchants, personal visits to merchants/ Spot Verification, Documents procurement & verification, marketing & sourcing of new business, field services, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or Online Portal, handling chargeback & holdover issues, etc.

The Bidder has to provide value added services viz. voice confirmation of payment, Soft Pos (Android and POS both) and provision for integration with Bank for loyalty rewards/ cash backs to Merchants at no extra cost to the Bank.

The Bidder shall on-board new merchants on acquiring platform by procurement of KYC & other documents and execution of tri-partite Agreement with the merchants afresh duly stamped in terms of applicable State laws, at Bidder’s cost.

The bidder shall provide acquiring services and, upon the Bank’s certification for UPI acquiring, shall migrate to Kerala Bank’s acquiring handle at no additional cost

Services to be delivered by the Bidder are illustratively listed below but are not limited to the following:

1. To Set up/ Manage/ operate the Merchant Management Solution thereby enabling the merchants for acceptance of payments through POS terminals, QR Code, Aadhaar Pay enabled payment platform and other App. based & merchant payment acceptance solutions, loan repayment etc.
2. Sourcing of merchant applications/documents from field & its proper scrutiny, site inspection, procurement & deployment of POS terminals/ QR Code/ other acceptance solutions and Management of terminals, field services, network services, transaction routing & authorizations, Association related processes (Settlement & compliances), Accounting & Reconciliation, Risk monitoring, Fraud control, Redressal of Charge back & Hold over issues, loss due to chargeback & fraud, Customer service, Dispute management & grievance redressal and providing required MIS, without any extra cost to Bank.
3. Processing, Settlement & Reconciliation of files received from the Schemes viz. VISA/ MasterCard/ Rupay/ UPI etc. with the transaction record.
4. The service provider should support Value Added Services on POS terminals viz. PC-POS integration, BQR and UPI QR on POS, Mobile/ DTH top-up, Bill payments, Wallet acceptance, NFC based payment, NCMC card acceptance, Integration with Fuel dealers' SAP system for fuel MCCs, Data Analytics, Small Value Digital Payments in Offline Mode(RBI/2021-22/146 CO.DPSS.POLC.No.S1264/02-14-003/2021-2022 updated as on 04/12/2024 etc at no cost to the Bank. Bidder should have capability to support other facilities such as Aadhar Enabled Payment System (AEPS) (Optional), integration with Merchants' Billing systems/ERP etc and any other major feature and functionality which may come in use in future on mutually agreeable man days cost basis. Regulatory/ compliance features are also to be incorporated in future without any extra cost to the Bank
5. Back-end transaction processing viz., capturing of transaction from POS terminals/ QR/ other acceptance solutions, routing it to issuer through VAP/ MIP/ NFS and any other interface or receiving response from card networks etc., obtaining response from issuer and transmitting back the response to the merchant.
6. Bidder is responsible for complete 'End-to-End' reconciliation including merchant level, GL level & Scheme level transactions. Bidder is responsible for reconciliation of settlements including chargebacks, Interchange fee, hold-over, re-presentments, pre-arbitrations and arbitrations etc. as per laid down rules for the purpose. Bidder is

responsible to intimate the merchants for the disputes received and collect the relevant documents on behalf of Bank by approaching the merchants in timely manner and any other activity/ action required, without any extra cost to Bank.

7. Provide daily Merchant wise report to Kerala Bank to enable them to afford credit to the respective merchants as per agreed terms & conditions and formats. Bidder should have the capability to perform refund transactions as well as recover amounts (charges, rentals etc.) as per Bank's instructions.
8. To develop proper Set up of Merchants (for POS terminals, QR, other acceptance solutions emerging from time to time), commercial terms, commercial arrangement, MCC, type of terminals/ acceptance solution, other details related to merchants etc. in merchant management Software as per instructions from Bank, without any extra cost to Bank.
9. To develop, customize and periodical up-gradation of terminal application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc. and Scheme Fees viz. VISA/ MasterCard/ RUPAY/ NPCI etc., without any extra cost to Bank.
10. To upgrade the terminal application as per the mandates received from time to time from the settlement agencies i.e. VISA/ MasterCard/ RUPAY etc., at no extra cost to Bank.
11. Hosting of Merchant Management System (MMS) in its hardware in a secured environment. If it is outsourced, the security and data integrity to be ensured and it would be the responsibility of Bidder.
12. Development of Interface between POS terminals and service provider through established network.
13. Certification of acquiring host by Schemes MasterCard, Visa, Rupay, AMEX, NPCI other schemes etc. Bank will assist but at no cost to the Bank & it will be borne by the Bidder.
14. Periodical certification of the hardware, software and application as is considered necessary at the cost of the bidder.
15. Merchant training on an on-going basis on Bidder's cost. Requirement of training to be assessed and done as and when required.
16. Dedicated Merchant Help Desk support through Call Centre is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00 PM by deputing minimum One (1) Customer Care Executive for every 1000 PoS terminals.

17. Besides, the Bidder to make the IVRS/ Chatbot/ Mail/ WhatsApp services available on 24x7 basis for addressing concerns/ complaints of merchants should have the interface between our internal call centres without any extra cost to Bank.
18. Arrangement of Network Access Connectors (NACs): Bank will not bear the cost of NAC. Bidder to ensure adequacy of Bandwidth and provision for appropriate scalability of switching services, without any extra cost to Bank.
19. Maintaining record of all successful and unsuccessful transactions logs in a secured environment and sharing the same with Bank on a daily basis. Service provider will retain the records for a period as per the specifications given by Bank from time to time.
20. All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the service provider.
21. Providing other periodical MIS reports such as weekly, fortnightly, monthly, quarterly, half yearly and yearly reports to Kerala Bank on the prescribed format as required by them from time to time. To quote a few examples of MIS; daily installations/ de installation done, pending installations/ de-installations, problematic installations/ de-installations, details of inactive/ non-transacting terminals, status of leads/ documents processed for on-boarding merchants, failed transaction report, settlement reports, Interchange fee, open and closed complaints etc. This list is illustrative and not exhaustive.
22. Providing periodical MIS, Exception reports, suspicious transaction reports to the Bank, keeping liaison with the Card schemes and Card issuers for resolution of disputes.
23. Filtering the transactions through risk analysis and fraud monitoring tools in online and offline environment, setting up of Risk parameters as per industry Standards and periodic review of the same as per Bank's requirement.
24. Bidder is required to bear entire Fraud & Risk Liability and, also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc. shall also be managed by the bidder. Alerts to Bank and Merchants should be there in module for flagging suspicious or fraudulent transactions
25. Periodical review and feedback which may help the Bank in taking a business decision.
26. Online portal and Mobile App for all merchants to manage their profile and to track their transactions online.

27. Capability to generate GST on a monthly or at a frequency decided by the Bank and to provide GST data as per the format prescribed by GST Council, GOI thereby enabling the Bank to remit GST amount as per requirement of the GST Council.
28. Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.
29. The Vendor agree that Kerala Bank shall have the right, but without obligation to monitor and access the services to enable Kerala Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Vendor or the employees of vendor.
30. Bidder to ensure adequate and tested Disaster Recovery and Business Continuity Plan.
31. The bidder will be responsible and will facilitate the Audit and DR-Drill activities on quarterly basis, as per requirement of the Regulatory Authorities/ Bank, at no extra cost to the Bank. Besides, any Inspection/ Audit/ DR drill activities called for by the Regulator in addition to the above must be permitted by the Bidder, at no extra cost to the Bank.
32. Permission to Bank to conduct Audit of data, books relating to Kerala Bank, IT infrastructure etc. These Audits can be done by External agencies or Bank's agencies.
33. Ensure that individuals with necessary expertise are hired/ recruited with proper back ground checks and police verification. Bidder to give undertaking that it will conduct police verifications for all appointments of its personnel appointed or to be appointed.
34. Successful bidder shall be solely liable & responsible for payments of all statutory dues with respect to each of his personnel/ employees engaged by it to render services under this agreement with respect to each applicable Labour Law, including the Minimum Wages Act,1948, The Payment of ages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/ contributions under any labour legislations as applicable, remain payable with respect to his personnel/ employees. The Service Provider will have no claims whatsoever against the Bank with respect to payment of statutory dues/ contributions to its personnel/ employees under applicable labour legislations. Further, Service Provider would indemnify/ make good for the losses to Kerala Bank for non-compliance or any claims against Kerala Bank arising out of any non-compliance as above. Further. The Bidder is liable for any fraud, default committed by its employees and appropriate criminal action needs to be taken by the Bidder.

35. Bidder should be complied with IT GRC, master circulars of RBI on outsourcing, DPDP Act and any other act as applicable.
36. Bidder agrees that Kerala Bank shall have the right to disclose the details of this RFP and the details of Services covered herein to the RBI, NABARD, NPCI or as required by Law of the land. The Successful Bidder agrees to allow the RBI, NABARD, NPCI or persons authorized by it to access the documents, records of transactions and other necessary information stored or processed by Bidder in respect of this RFP or the Services.
37. Bidder agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/ regulatory obligations of Bank in this regard.
38. The successful Bidder should comply with Bank's Information Security policy in key concern areas relevant to the RFP. Some of the key areas are as under: - a). Responsibilities for data and application privacy and confidentiality. b). Responsibilities on system and software access control and administration. c). Custodial responsibilities for data, software, hardware and other assets of the Bank managed by or assigned to the Bidder. d). Physical security of the facilities. e). Incident response and reporting procedures. f). Data Encryption/ Protection requirement of the Bank.
39. Development, maintenance, customization, integration with other apps and periodical up-gradation of QR merchant application software, at no extra cost to the Bank.
40. Generation of QR codes for QR acceptance and development, maintenance, customization, integration & periodical upgrading of back-end system for processing, reconciliation, settlement, dispute management etc pertaining to QR Code payment system.
41. Sending In-App notifications to merchant in case of QR Transactions, without any extra cost to the Bank.
42. Building on-us pipe with Bidder Switch or any other switch as directed by the Bank for direct routing of on-us transactions, without any separate cost to Bank.
43. Development, maintenance, customization, integration and periodical up gradation of back-end system for processing of ETC transactions coming from the switch/ system acquired by us, as per procedural guidelines issued by NPCI/NETC/RBI etc, without any extra cost to the Bank.
44. Integration with switch/ system acquired / to be acquired by Bank in future, without any extra cost to the Bank.

45. Development, maintenance, customization & periodical up-gradation of CRM (Customer Relationship Management) tools which should include web-based tool for complaint log-in & resolution, generation of complaint log number, simultaneous generation and email & SMS code to merchants and closure of complaints only after feeding of acknowledgement code in the CRM system etc.

46.. Effective inventory management of PoS terminals by using related analytical tools, provision of Dash Board showing active and inactive PoS terminals at real time. Bidder should have the facility to provide tracker for journey from application sourced to installation of POS.

47. The Bidder should pick up the PoS terminal from merchant's location within a maximum period of 3 days from obtention of approval for its de-installation from the Bank. Bank will not be liable for any assistance in this regard.

Bidder's Responsibilities: -

- (a) To settle acquiring transactions through POS etc. pertaining to merchant establishments enrolled with Kerala Bank as per the Scope of RFP.
- (b) The bidder should ensure that the merchant is able to submit the daily transactions / bills online to them for settlement.
- (c) Development, maintenance, customization and periodical up-gradation of terminal application software, at no extra cost to Bank.
- (d) Certification of acquiring host by Master Card, RUPAY, VISA, NPCI etc.
- (e) VAP/ MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard and RUPAY, VISA, BBPS, NPCI etc. Periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- (f) Periodical certification of the hardware, software and application of POS terminal as is considered necessary.
- (g) Purchase, storage, insurance, repairs and maintenance of POS terminals.
- (h) To keep POS machines, Infrastructure updated with the directives/ guide lines of regulators and Bank Card Association & Hosting of Merchant Management Software and its hardware in a secured environment.
- (i) Sensitizing the Bank Officials on various aspects of Merchant Acquiring Business

- (j) Board Merchants along with all techno-commercial details in the Merchant Management Software.
- (k) Prepare a risk profile of the merchant, performing TRACE/ NMAS/ MATCH etc for merchants.
- (l) Undertake terminal installation, activation and management.
- (m) Conduct merchant training on an on-going basis.
- (n) Supply consumables to merchants based on requirement.
- (o) Undertake POS terminal maintenance, repair or replacement as required.
- (p) Arrange for Network Access Connectors (NACs).
- (q) Develop interface between POS terminals and service provider through established network, at no extra cost to the Bank
- (r) The Bidder shall comply with/provide confirmation on provision of network monitoring facility and ensuring connectivity of POS machines.
- (s) Provide Merchant help desk support for attending to the Merchants' queries and a web-based portal to the Merchants for lodging of their complaints.
- (t) Ensure smooth back-end transaction processing viz., capturing of transaction from POS terminals, routing it to issuer through VAP/ MIP/ RUPAY, obtaining response from issuer and transmitting back the response to the merchant.
- (u) Maintain record of all successful and unsuccessful transactions logs in a secure environment
- (v) Process settlement files from Master Card/ VISA/ RUPAY/ NPCI etc. With the transaction record and service charges applicable with respective entity.
- (w) Reconcile settlements including charge-backs, re-presentments, pre- arbitrations and arbitrations etc. As laid down in the rules for this purpose.
- (x) Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment.
- (y) Undertake dispute management, grievance redressal etc.

- (z) Provide daily Merchant wise settlement report to enable the bank to credit settlement amount to the respective merchants as per agreed terms.
- (aa) Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports, negative balance reports as required by the Bank and others from time to time.
- (bb) Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.
- (cc) Service Provider to hire trained & experienced personnel so as to fully perform the contractual obligations arising under this RFP and, also to duly verify the antecedents/ background checks of such personnel as per the RBI guidelines before engaging them in providing, supporting and/or executing any services under 'End-to-End solution' for merchant acquiring business. Further, Service Provider will do re-verification check after every two years about the background of such personnel as per RBI guidelines.
- (dd) The service provider may procure the services of local Bidders/ sub- contractors, with the consent of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, as required by them. However, the service provider will be solely responsible for under performance or non-performance and deficiency of services of such third-party bidder (s).
- (ee) On selection of successful Bidder and award of Contract under the RFP, Bank shall enter into contract with the Bidder only for all service obligations including execution of Service Level Agreement (SLA), Non- Disclosure Agreement (NDA), generation of monthly invoices & payment thereof along with treatment of tax liabilities, TDS etc. Bank shall deal with prime Bidder only and any third-party contract made by the Bidder and terms & conditions associated therewith will not be binding on Bank. The Bidder shall remain fully responsible for all acts of its contractors/ sub-contractors, if so, engaged by it at all times.
- (ff) Bidder should provide a system to the Bank for Real time monitoring of its server which will display server usage, uptime/ downtime, Load Capacity of server and present load on server.
- (gg) Bidder should share monthly reports with bank regarding Server performance, Server downtime and uptime& other related report
- (hh) Settlement of funds to Kerala Bank's account – T+0

- (ii) Maximum MDR Charges to be Collected from Marchant must adhere to Regulatory guidelines and subject to change on time to time.
- (jj) Any changes in MDR prescribed and as advised by the RBI, NPCI or any other regulatory authority will be implemented without any deviation from issued guidelines & without any additional cost.
- (kk) Successful bidder will process settlement and credit merchant account on T+1 basis (notwithstanding holidays). All support for settlement process shall be provided by the successful bidder including Merchant payment after collecting MDR (on T+0 / T+1 calendar Days Basis) and other charges.

The Bidder shall comply with: -

1. Should provide network monitoring and ensuring seamless connectivity of POS machines and QR.
2. All the POS terminals should be directly connected to the Bidder's switch for providing Switch Services for acquiring transactions. The Switch should be duly certified by Schemes viz. VISA/ Master Card/ RUPAY /UPI etc and comply with all administrative formalities and documentation requirements of the Schemes.
3. The transactions would be routed directly to VISA/ MasterCard/ RUPAY/ UPI for all acquired transactions. The charges, if any, for switch certification that need to be done on the Bank's switch side would be taken care by the bank. The bidder should bear the charges at its own switch or switching arrangement side and also the communication cost/ Network cost from bank's data centre to bidder's data centre.
4. The Bank has already obtained VISA/ MasterCard and RUPAY membership for acquiring and will be bearing all association (VISA & MasterCard & RUPAY) related charges.
5. Financial liability, if any, arising on account of charge back shall be borne by the bidder, all other activities required to be done in case of charge backs shall also be taken care of by the bidder. Bidder shall be responsible for conducting

activities like charge back management, re- presentment, retrieval, file uploads and download.

6. Bidder must ensure that 'Card present' transactions are strictly in line with RBI/ MOF/ IBA/ RUPAY/ MasterCard/ VISA/NPCI guidelines.
7. Bidder should be capable to deliver any significant changes like Aadhar based authentication on POS Machines as an additional factor of authentication or any other major up gradation is required to be made in POS infrastructure to comply with MoF/ RBI/ IBA directives in future, at no extra cost to Bank. In case of requirement of separate Biometric hardware/ Scanner/ Devices as per the need of Bank, Bank will arrange to provide the same
8. The bidder should have the facility of charging differential MSF rate to merchants for different types of Cards.
9. The bidder has to ensure that the Product/ POS terminals supplied are new, unused, of the current model incorporating latest improvements in design/ features and these shall have no defect arising from design or from any act of omission of the Service Provider.
10. Upper ceiling on Turn Around Time (TAT) for Installation and repairs of POS terminals is as under:

TAT for attending Lead generated by Bank/Bidder	TAT for installation of POS terminal	TAT for Repair of Terminal after lodging of complaint
1day	3days	2days

The POS terminals being deployed and related Infrastructure must: -

- a. Be Fully EMV compliant as per latest versions (minimum standard is EMV 4.3)
- b. Be in the approved terminal list of the EMV Companies
- c. Be Chip-compliant and capable of PIN acceptance for chip cards
- d. POS Terminals must have the facility of LCD screen to display the amount of transaction.
- e. Have unique double length Terminal Master Key
- f. Have Contactless/Wi-fi functionality
- g. Have Kerala state co-operative Bank (Kerala Bank) branding on it.
- h. Have of Kerala bank's name on the charge slip (Optional-not mandatory).
- i. Be TLE & UKPT/ DUKPT, Key Block for NFS and RUPAY network Compliant
- j. Terminals, POS Infrastructure and service provider should be PCI-DSS compliant as per latest compliance standard released by PCI Council as on the date of RFP
- k. Any Card payment application used preferably be PA-DSS / PCI-SSF complaint
- l. Be fully compliant to directives of various regulatory Authorities viz. Department of Financial Services, Ministry of Finance/ RBI/ IBA/ RUPAY/ MEITY/ BCA and our Bank, etc. and, also upgradable to all future directives of such bodies, at no extra cost to the Bank.
- m. The POS terminals for fuel merchants should be PESO (Petroleum and Explosives Safety Organization) certified/ compliant.
- n. The service provider should be able to deploy POS terminals capable of processing the transactions through NFC/ NCMC cards.

Bidder shall ensure that: -

- 1) Data is available in a format suitable for the purpose for which it is required and is available to authorized individuals (including RBI inspectors and internal/external auditors).
- 2) Back up arrangements are in place for all records held in electronic form or any other records. Periodical testing is undertaken for recovery/ verification/ retrieval of data as

- and when required and that business continuity and disaster recovery systems are in place as per the Bank's Information security policy.
- 3) Given the nature, scale and complexity of the business, Kerala Bank should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, and yearly as required by the Bank.
 - 4) Given the nature, scale and complexity of the business, the record keeping procedure of bidder to ensure that information/ MIS captured in relation to the operation and management of End-to-End services follows all relevant applicable laws and rules & regulations.
 - 5) The successful bidder to comply with the following practices for retaining records/ computer data base/ Data including electronic records: - a). Complying with all statutory and regulatory requirements. b). Storing and preserving records/ computer data base/ data in appropriate optical media or equivalent media along with back up storage. c). Ensuring that the media chosen does not conflict with the accessibility required of the relevant records and that the physical conditions under which the records/ computer data base/ data will be stored are conducive of its preservation till the proposed period of retention. d). Maintaining all original records in India. e). No records/ computer data base/ data to be erased, deleted, purged, modified and/ or destroyed by the successful bidder/s. f). Handing over of all records/computer data base/ data, including back-ups to Kerala Bank as and when demanded.
 - 6) Any future addition/ up gradation of Hardware and software on account of directives of Regulatory authority/ other bodies have to be complied with in set time frame, at no extra cost to the Bank. The overall solution/ Up-gradation/ maintenance/ current Market Trends as per the requirement and guidelines of Kerala Bank/ RBI/ DFS/ MEITY etc. is the sole responsibility of the Bidder, without any extra commercial.
 - 7) The successful bidder to ensure that it and any of its Sub-Contractor(s) is not maintaining any computer resources/data outside India in any off- shore locations i.e. complete data should reside within Indian Territory in terms of guidelines of RBI/ Regulatory Authorities. Nevertheless, Service Provider and its sub-contractor(s) to undertake that during the currency of this agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to Kerala Bank's operations on the ground that the processing of such information or data is being undertaken there. Off-shore shall mean any territory other than India.

- 8) Data replication in Core Banking Solution (CBS)/ Omni channel solutions should be ensured by the Bidder with suitable replication solution/ Software as per Bank's requirement. Data should be complete replica of the original or live data base/ flat file as per Industry best practice.
- 9) During the course of this agreement, Kerala Bank reserves the right after giving reasonable prior written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Deliverables or Services being provided by Service Provider during last two years under this agreement and all records, operational controls and processes for the last two years relating thereto.
- 10) All software/ Applications shall undergo regular maintenance activities with a view to undertaking corrective preventive maintenance actions. These activities shall include identification, analysis and actions aimed at preventing occurrence of potential problems.
- 11) Bidder to analyse & review the root causes of operational & technical problems occurred in acquiring business. Bidder to take timely & prompt measures to rectify the problems and prepare & share the reports or feedback with Bank in a timely manner.
- 12) Bug fixes of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
- 13) The Bidder will conduct periodic monitoring of the system to determine its performance and deterioration, if any and then advise the Bank on the same along with future strategy, plan & remedial measures.
- 14) The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same
- 15) If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.

- 16)The successful bidder shall ensure that the Solution (provided through Hardware/ Software/ Middleware etc.) meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 17)The bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.
- 18)Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided/ made available by the bidder as per the time schedule for smooth and efficient operation and maintenance of the system.
- 19)The infrastructure/ Software/ Application developed as part of the agreement can be put to use in all offices of Kerala State Co-operative Bank including its affiliates, subsidiaries, partner institutions etc at no cost to the Bank.
- 20)Bidder is expected to source the merchants on the basis of leads provided by the bank.
- 21)Bidder should be capable to integrate its solution with Bank's Omni Channel, Merchant on boarding solution, Core Banking solution.
- 22)Bidder is required to bear entire Fraud & Risk Liability and, also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder.
- 23)Bidder should comply that the Merchant acquisition, switching services, and PoS terminals should be currently under operation at least in one Nationalized Bank/ Scheduled Commercial Bank with trouble free operations.
- 24)Bank requires Android POS terminals (bidder should provide modern and updated POS terminals during the contract period) with below mentioned services mandatorily: a) Regular card present transactions (Visa, Master, Rupay etc.),
- Bharat QR
 - NCMC & NFC,
 - UPI QR Codes

- 25) Bidder should ensure that the POS terminals to be deployed under the Contract are fully compliant with industry standard specifications and incorporating latest features/software updates.
- 26) The POS terminal should have facility to record geo tagging for payment gateways as per RBI circular CO.DPSS.OVRST.No.S1738/06-08-018/2021-2022 dated March 25, 2022.
- 27) Financial liability, if any, arising on account of charge back shall be borne by the bidder, all other activities required to be done in case of charge backs shall also be taken care of by the bidder. Bidder shall be responsible for conducting activities like charge back management, re presentment, retrieval, file uploads and download, dispute/ fraud management.
- 28) Cost of patch and software up gradation, additional features in POS machine on account of Regulatory, statutory, Network, Security compliance shall be borne by the successful Bidder during the contract period without any additional cost to Bank.
- 29) Bidder shall develop, customize and ensure periodical up-gradation of terminal application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, NABARD, NPCI etc. and Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank.
- 30) Bidder shall upgrade the terminal application as per the mandates received from time to time from the settlement agencies. i.e. VISA/MasterCard/RUPAY etc., at no extra cost to Bank.
- 31) The Bidder shall Install and maintain the technical Infrastructure such as software, hardware, data storage, required licenses, backup systems and data network, maintenance & monitoring of the system as per the requirements given in the RFP document and operational maintenance during the tenure of the contract.
- 32) The Bidder has to supply and install at all the required security solutions, required licences including Operating system & data base, HSM, network etc for the successful implementation of the proposed solution for an initial period of 5 years and extended period if any on mutual agreement.

Opex Model

The successful Bidder has to perform all the below mentioned activities under OPEX Model:

- Supply, installation and maintenance Merchant acquisition solution
- Supply, installation and maintenance of POS machines, QR Code, Standies
- Supply, installation and maintenance of Switch, BIN & infra services
- Merchant onboarding, support and helpdesk
- All types of charges i.e. interchange fees, switch fees, etc.
- Reconciliation, charge back, dispute resolution
- Loan collection/repayment solution
- Supply and installation and maintenance of Payment Gateway
- Enterprise Fraud Risk Management solution (EFRM)
- Supply, installation and maintenance of Payment Gateway

Broader scope of the RFP includes:

1. Conduct detailed study of the technology and finalization of requirements. Specifications and detailed plan for project rollout aligning to the major milestones specified in the RFP in consultation with the Bank.
2. Delivery project life cycle documentation and other artefacts of the project, including test cases and test results. Provide support during UAT to the Bank.
3. Provide training to various groups of the Bank and to the master trainers in order to ensure smooth operation and functioning of the Kerala State Co-op Bank after deployment.
4. Provide plan for overall organisational change management and offer necessary support to the Bank.
5. Bidder has to provide all the support to obtain ISO27001 certification to the Bank.
6. Provide periodic reporting of the project implementation and operation to the Bank and necessary reports that are required to various stakeholders, such as regulators from time to time.
7. Overall programme management, including the interaction and monitoring of the project related to Kerala Bank that are being executed by any third parties (for Third party integrations, connectivity service providers etc)
8. Bidder has to provide the required hardware, network, storage and security infrastructure for running the solution for the contract period with the uptime mentioned in the RFP.

9. The Licenses for the solutions should be in the name of the Bank for capex model solutions if any.
10. The Bidder should provide connectivity with necessary redundancy including crossconnect for hosting of the solution wherever it is applicable as per the RFP.
11. The Bidders responsibility will also include designing, sizing, procuring, development, testing, implementation, training and maintenance of comprehensive Merchant Acquisition solution. Solution required as part of this RFP that includes all Software Development Life Cycle (SDLC) activities including customization, parameterization and implementation of application software, testing, training, go live etc.
12. During warranty period all software bugs, short supplies, performance related issues, integration assistance with third party applications and change requests are to be provided free of cost and penalty for failure of warranty to be included as it is included in the scope of customization and integration. If the warranty requirements are not adequately covered by the bidder, bank may at its sole discretion engage a third-party service provider to fulfil the requirement at the cost of the bidder. The Bidder is required to assist the Bank in the activities related to extraction of data if any from the source systems.
13. The Bidders must design, size, commission, maintain, and manage suitable hardware and network infrastructure for all the applications/solutions proposed in the RFP response. The Bidder should size hardware based on the volumes mentioned in the RFP which includes a normal growth as envisaged by the Bank. The Bidder should comply with the requirements stated in the RFP about Hardware/Network and IT security while specifying the requirement.
14. The Bidder is responsible for sizing and installation and commission of all the required hardware, network infra and platform to meet the scope of the RFP. The sizing and specification for the same has to be provided by the bidder in the technical specifications.
15. It is the responsibility the bidder to integrate with the CBS of Kerala Bank and other solutions/departments etc.
16. The Bidder has to provide adequate functional/technical training to the Bank staff to enable them to drive the solution independently after the warranty period.
17. It is the bidder's responsibility to manage and provide the Facility management services during the contract period.
18. The Bidder will provide access to the Bank or its authorised agencies for network monitoring, system auditing and any other activities as desired by the Bank.

19. The Bidder must furnish a performance benchmark report and solution architecture. The performance benchmark report should be for the proposed software application and platform for which the design is proposed.
20. The Bidder is expected to implement a co-existence plan to ensure there is no business disruption to the end users of the existing system and the new system while integration to the new system and that the operations can be conducted with continuity.
21. The system should be able to reconcile, provide masked data for all reporting requirements, MIS, for both internal and regulatory reporting, at required periodicities and in required formats. The Bidder has to define, deploy and implement the co-existence strategy and End to End Business processes in order to operate the existing solutions and the solution during the phased rollout of the solution.
22. As part of the technical bid, the Bidder has to submit the co-existence approach that the Bidder envisages to implement as part of the Project covering the technical, functional and solution design. The co-existence strategy should take care of the entire roll out.
23. The hardware sized for all the applications should be redundant, both horizontally and vertically scalable, fault tolerant and designed for high availability.
24. The Bidder is required to install, maintain, and manage the hardware, software and network components including crossconnect required between DC, DR.
25. For the sizing, the Bidders should consider the growth in business volumes.
26. The design has to ensure headroom availability in the servers, storage and other systems to satisfy all future expansion and for constant maintenance of maximum resource utilisation of 70% even under day-to-day peak load conditions.
27. All the licenses and licensed products proposed should have enterprise full use license across the bank and its offices.
28. The Solution architecture should be open and multi-tiered (E.g. presentation layer, business logic layer and data layer as independent tiers with well-defined interfaces between the layers to enable loose coupling) with a modular object-oriented component-based design using the latest cutting-edge technology and Service Oriented Architecture best practices.
29. In the proposed solution, the data transfer from one process to another or from one application to another, particularly with respect to critical or financial applications, should have only minimum manual intervention in order to prevent any unauthorized modification. The process needs to be automated and properly integrated through STP (Straight through Processing) methodology with an appropriate authentication mechanism and audit trails.
30. The proposed solutions design and deployment architecture should be such that the system is available to users 24 X 7 and 365 days a year basis without any down-time including the daily, monthly/quarterly/half-yearly or annual closings, system maintenance, backups, report generation, MIS generation, and while running batch

- processes. Further, activities such as Patch management and Anti-Virus updation should also not cause any downtime.
31. The Bidder will be the single point of contact and responsible for Facilities Management, AMC, ATS, guarantee & warrantee for all components, software, etc. While bidding for providing facilities management services, the products and solutions proposed by the Bidder by way of this RFP should come with warranty as provided by the respective OEM vendors. The AMC/ATS support should be similar to the warranty support. Thereafter, the Bidder should provide AMC/ATS for these products and solutions as the case may be, for the remaining period of contract through OEM.
 32. Soft copies of User and Technical manuals are to be provided for all the functionalities/modules/tools /platforms proposed for the Solution separately. Data dictionary for all databases for all applications should also be submitted. Copies of all legal documents, including copies of arrangements and tie-ups with third parties for periphery applications, if any, Back-to-Back SLA/AMC/ATS arrangements, Professional service agreements signed by the bidder to provide the necessary uptime or for meeting the SLA signed with the Bank shall be provided as and when the agreements are entered into or renewed.
 33. During the tenure of the Contract, the bank at its discretion may choose to take over from the Bidder part, or whole of the services being rendered by the Bidder as per the conditions mentioned in exit clause. In such situation, the bidder shall share all the necessary knowledge to the Bank or its appointed Vendor.
 34. The Bidder is required to supply, configure, customize, maintain and support the solution. The scope of work will include design, supply, implementation, configuration, customization, integration, testing, documentation, training, and maintenance and support from the date of contract signing.
 35. The proposed solution should be able to comply with various RBI, NABARD, NPCI, UIAIDI, MeitY and other regulatory guidelines - current & future related to electronic payments.
 36. The Bidder shall ensure that the software does not infringe third party intellectual property rights.
 37. If a third party's claim endangers or disrupts the Bank use of the software, the Bidder shall be required to deal with such matters directly, at no further expense, charge, fees or costs to the Bank.
 38. The Bidder must provide scope of work, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures and any other documents etc. Bidder is required to factor ATS/SLA for the proposed database and all platforms for the entire contract period.
 39. The UAT from bank side will include Functional tests, Resilience tests, Operational tests, Load tests, infrastructure and network security, application security, vulnerability and penetration security testing etc. The Bank staff/ third Party testing agencies designated by the Bank will carry out the testing. The Bidder should carry out all required testing

- mentioned above by them and submit the result log for all testing to the Bank before the UAT.
40. None of the tools / software / platforms /utilities / solutions such as any middleware / services / connectors / APIs proposed should be open source unsupported by the bidder or their partners. The bidder should submit an undertaking to the above effect and to provide support for all components for which OEM support is not available.
 41. The bidder should rightly size the solution to meet the requirements provided in this RFP for the contract period plus extendable period of 2 years at the option of the Bank. In case the RFP requirements are not met, then the selected bidder has to provide additional components required to meet the RFP requirements, at no additional cost to the bank.
 42. The Bidder should also provide the MIS reports as per requirement of the Bank. Any level/version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Bidder to the Bank free of cost in timely manner.
 43. Successful bidder should hand-over the solution and infrastructure either to the bank or any bidder appointed by the bank at the end of the agreed upon contract period or extended period.
 44. Bidder should build required interfaces, if any, for CBS and other systems of the bank if any at no extra cost. The bidder is required to factor data purging & data archival solution in case same is required during the contract period without any additional cost other than the quotation. All back up has to be done by the Bidder as per bank policy and the required infrastructure also should be managed by the bidder. The Bidder has to maintain confidentiality & protection for both data at rest and data in motion.
 45. Successful Bidder to provide detailed documentation on system set up & configuration of UAT, Production (DC) & fall back (DR) environments and command centre. Also provide documentation on detailed procedure for switching to fall back mode in case of disaster/system down time and again switching back to normal production set up once systems are made available. DR Drill shall be conducted quarterly or as per the Bank requirements during the contract period and support to be provided for DR Drill at no extra cost to the Bank. Bank will have Monitoring and Management Teams comprising of Bank & Bidder Team for handling day to day operations. Bidders need to provide approximate number of on-site resources in order to meet the service level agreements mentioned in this RFP. Bidders should mention number of resources required for managing the entire solution and its components.
 46. Bank may seek additional resources of any or all types as per requirement as per agreed cost per resource person. If Bidder feels additional number of resources required beyond the minimum ratio to meet the SLA terms, bidder can propose additional resources
 47. The cost of the resources as provided in the Final commercial bill of materials shall be considered as fixed for the term of the project and the bank may procure additional resources at the cost not necessarily as per the above-mentioned ratio. No additional resources shall be added/substituted to the project without the bank 's explicit approval.

48. All the resource must be at Bidder/OEMs payroll and must have the required qualifications and experience. In case of exception prior explicit approval of Bank would be required. Bank will deduct penalty in case of resource availability is not met.
49. Bank may seek additional resources of any or all types as per requirement as per agreed cost per resource person.
50. The bidder should take care of Data Archival and Purging / Disk to Disk backup / Data Leak Prevention / Database Activity Monitoring / Application Change Control / Policy Driven Security and end terminal protection / DC and DR switch over and Business continuity planning (BCP) / Version Control and patch management.

Network connectivity

The bidder shall ensure network connectivity, if required, between their DC/DR and the Bank's DC/DR, incorporating redundant links. Additionally, the bidder must provide the necessary infrastructure, including cross-connects and the required bandwidth.

The following points may be taken into consideration while finalizing the Response document based on the scope of the work proposed above

1. Bank proposes to re-use the existing Desktops, Laptops, Tabs, Micro ATMs, handheld collection devices, printers & other end-end point infrastructure at the existing branches and BC locations.
2. Bank proposes to re-use the network infrastructure and last mile connectivity at branches.
3. There should be provision for Interfacing and integration with all other software systems
4. The management of the proposed solution shall be done by the bidder by providing suitable, trained competent manpower fitting to industry standards. The bidder shall ensure the service of trained manpower on 24 x 7 basis for 365 days. In case of quitting / resignation/staff rotation of employee, the bidder shall ensure replacement of trained employee at least 1 month prior to replacement through parallel standby arrangement.
5. The bidder has to provide the required bandwidth for running the solution from bidder DC/DR to Bank DC/DR. The sufficient clause for the same will be incorporated in the SLA. Apart from that Bank will appoint NI to monitor the link from Bank's side; the bidder needs

to provide access to the NI to monitor the links. The bidder should also suggest the minimum bandwidth required at the end point to run all the solution mentioned in this RFP.

4. Security

- a. Bidder should follow the best security framework with statutory Risk and Crisis management for High Availability etc., The Information security setup should be robust, scalable and should address any kind of situation of security threats.
- b. Appropriate infrastructure required needs to be considered in the RFP Proposal.
- c. Proposed solution should comply with all the security requirement that are required for a Bank, which includes but not limited to the following:
 - RBI, NPCI, TRAI, UIDAI Requirements, Guidelines & recommendations
 - Aadhaar regulation
 - Secure configuration
 - Secure mail and messaging systems
 - Real-time threat defence and management
 - Maintenance, monitoring, analysis of audit logs
 - Data security, protect sensitive information, prevent un-authorized access, prevent fraud
 - Outsourcing of Information Technology Services) Directions, 2023 guidelines by RBI
 - The cloud service provider should from the empanelled list of Meity to provide accredited cloud service offering
 - The Bidder's solution must comply with all regulatory guidelines like RBI/ MeitY /PCI / EASE or any other guidelines of GOI or any regulatory authorities

5. Overview of the selection process

The bidder selection process would comprise of the following stages.

5.1 Issue of RFP

The Bank will issue RFP document

5.2 Pre-bid meeting

Bank shall conduct pre-bid meeting with prospective bidders who express interest in RFP. The pre-bid will be conducted on the stipulated date in the RFP for which no separate invitation would be served. The bank reserves the right to conduct the pre-bid meeting on virtual mode as a precaution from Covid 19 pandemic. The queries raised by the bidders before the stipulated date will be answered in the pre-bid meeting by the Bank. The queries would be answered verbally and in case where clarification is necessitated, it would be published in the e-tender website. No written reply would be furnished to the bidders for the queries raised. The objective of this meeting would be to address /discuss queries from bidders and to provide any

further information /clarification if required. No individual or personal enquiry through any other mail other than the one specified in RFP would be attended.

5.3 Issue of corrigendum to RFP if required

This will be issued by the Bank after exercising its discretion. Clarifications provided to the bidders on the queries raised / received or any new requirement, terms and condition which may necessitate at a later stage if needed would be addressed through corrigendum.

5.4 Submission of response

The Bidders will submit response to RFP as per the checklist and the format provided in the RFP. The response to the RFP from the bidders shall include pre-qualification, technical and financial in three separate covers through e-tender process. Initially, the cover containing prequalification would be opened and verified for the eligibility to participate in the tender process. The technical bids of those bidders who cleared the prequalification will be given an opportunity to demonstrate their product and will be evaluated to assess the technical score. Thereafter the bank will leverage the evaluation criteria by scrutinizing the performance of the product and services by the references as preferred by the bank considering the Covid challenges. To facilitate this process the bidder should submit the list of successful installations / implementations and client references.

5.5 Demonstration for bidder evaluation

Bank shall call the bidders for formal presentation / demonstration of the product. The product will be evaluated by a group of technically qualified people including selected user representatives. Rating of product will be done by objectively verifiable parameters. During demonstration the areas where thrust is to be given by the bidder will be intimated by the Bank. The functional and non-functional(technical) requirement attached as annexures to RFP shall be used as road map for identifying the thrust areas. The product will be rated, and based on the scoring obtained, the bidders will be short-listed. If the committee or users reject the product, then it is an indication that the bidder failed during technical vetting.

5.6 Performance verification of the software from installation site

The bidders shall furnish list of clients where they have installed their software successfully and implemented their product to the fullest satisfaction of the client. From the list of clients, the Bank will select the appropriate installation site for verification and collection of customer feedback. Customer feedback shall be collected using bench marking parameters which shall be shared with the pre-qualified bidders. After collecting feedback, the rating would be considered for final listing of selected bidders.

5.7 QCBS - Quality cum Cost Based Selection

Bids are evaluated using QCBS –Quality and Cost Based evaluation method where Quality will be having highest priority and Cost will be the next priority.

STAGE 1: TECHNICAL BIDS EVALUATION [e.g.]

Bidder details	Technical Marks Obtained	Technical Score (TS*)
Bidder1	92 (T1)	$(92/92) * 100 = 100$
Bidder2	85	$(85 / 92) * 100 = 92.39$
Bidder3	55	Not applicable
Bidder4	75	$(75 / 92) * 100 = 81.52$

*Technical score is calculated as $TS = (\text{Technical Mark obtained by the bidder} / \text{Highest Technical Mark amongst bidders}) * 100$

The bidders who score 70 marks or above in the technical evaluation will be qualified for the Financial Bid Evaluation.

STAGE 2: FINAL BID EVALUATION [e.g.]

Bidder details	Amount discovered through Financial Bid
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

If there is any discrepancy between financial and or technical details in the templates of BoQ submitted or uploaded during the tender processes, Bank reserves the right to use all the details available in the Detailed Financial Proposal (DFP). In other words, in case of discrepancy,

details submitted as Detailed Financial Proposal (DFP) only will be considered for taking the process forward.

STAGE 3: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE [e.g.]

Bidder Details	Amount discovered through Financial Bid	Financial Score (LFB/F*100)
Bidder1	1,30,000	$(100000/130000)*100=76.92$
Bidder2	1,20,000	$(100000/120000)*100= 83.33$
Bidder4	1,00,000 (L1)	$(100000/100000)*100 =100$

LFB = Lowest amount from Financial Bid, F = Quoted Amount in Financial Bid

Consolidated Technical & Financial Score (e.g.)

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	92.39	83.33
Bidder 4	81.52	100

STAGE 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS)

70:30 weightage for Technical and Financial Score will be used to arrive the Combined Technical and Financial Score (CTFS)

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$100*(70/100) + 76.92*(30/100)$ 93.076	93.076	1
Bidder2	$92.39*(70/100) + 83.33*(30/100)$ 89.672	89.672	2
Bidder4	$81.52*(70/100) + 100*(30/100)$ 87.064	87.064	3

5.8 Signing of MSA and SLA

Selected bidder has to enter into an MSA, SLA with the Bank and execute a tripartite agreement between Bank, OEM and SI as applicable.

5.9 Award of contract

The work order would be given by the Bank to the bidder.

5.10 Studying the present scenario

This is a very important phase in the project implementation. It is the responsibility of the selected bidder to frame the plan for project implementation with business continuity for the existing solutions without data loss or discrepancy.

6.Training

Detailed training to the staff members of the Bank provided to ensure smooth implementation of the solutions. To meet this objective the following specific training modes are suggested:

1. The bidder is expected to conduct an executive development program for the senior functionaries of the Bank management for the effective utilization of software and decision-making tools to be provided by the bidder.
2. Training (both Technical and Functional) to core staff members for the successful implementation and operation of the project.
3. Trainer's training program to the core group of functionaries on the features of proposed software.
4. Cascading training to all staff members at various district level destinations with the help of trained trainers
5. Training to ensure veracity of the data and accuracy of reports.
6. Training can also be performed in e-learning mode for which material is to be made available by the bidder.
7. The bidder shall submit a detailed training plan along with RFP.
8. Bidder is expected to provide training and documentation, including vide training materials, on all the systems and solutions delivered to the Bank.
9. Training has to be led by the instructors of OEM
10. End user training shall be provided by the bank staff

7. Performance & security audit

This is an important step that ensures accuracy, availability and security of the data. Bank will identify a suitable audit firm to conduct performance & security audit in compliance with the norms set by regulator for which the selected bidder should furnish all necessary information and support in the form prescribed by the audit firm. The selected bidder has to rectify all the migration, performance and security audit comments to the satisfaction of the Bank without any additional cost.

8. Prequalification (PQ) criteria

Only those bidders, who fulfil the following criteria, are eligible to respond to the RFP. Offers received from bidders who do not fulfil any of the criteria will be summarily rejected at the pre-qualification stage.

SI No	Eligibility criteria	Supporting documents
1	Bidder should be a Limited company (Public/Private) registered in India under the Companies act,1956/2013 for the last 3 years as on the date of issuance of RFP.	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document applicable is required to be submitted along with the eligibility bid.
2	The Bidder/ OEM should have been in Merchant Acquiring Business in India for at least one year as on date of submission of bid	<p>Self-Declaration of the bidder on company letterhead signed by authorized signatory.</p> <p>If the Bidder not OEM, then corresponding OEM confirmation must be submitted.</p>
3	Bidder should be a Payment Service Provider OR Payment service aggregator OR Authorised Partner of the PSP/PSA in India working for the last one year on the date of submission of bid	<p>Documentary evidence to prove the qualification.</p> <p>If the Bidder is an authorized Partner, the corresponding OEM confirmation must be submitted.</p>

3	The Bidder/OEM should have experience of providing end to end solution for Merchant Acquiring through POS to at least one Nationalised Bank/ Scheduled Commercial Bank/ or any Institution for more than 1 years in India & should be maintaining at least 1000 physical PoS terminals.	Purchase Order / Service agreement / Documentary evidence to prove the qualification. If the Bidder not OEM, then corresponding OEM confirmation must be submitted.
4	The Bidder should have its own switch or license to use third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring (Both Merchant underwriting and Transaction monitoring) and settlement & Reconciliation system. The switch should be implemented at least one Nationalised Bank/ Scheduled Commercial Bank for more than 2 years in India.	Bidder has to submit the Documentary proof from the Client. If third party switch/ license is used then bidder have to submit a declaration from third party switch provider for supplying license.
5	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, Master, Rupay & NPCI transactions.	Self-Declaration of the bidder on company letterhead signed by authorized signatory.
6	The switch should have both primary and DR Centre fully audited and complied with RBI, NABARD, NPCI, VISA, MasterCard, RUPAY guidelines. Bidder has to submit the latest audit certificate in this regard	Latest audit certificate should be submitted
7	The Bidder should have the capability to provide the facility of on-boarding merchants through QR Code etc. Bidder should have capabilities to on-board merchants on Aggregator model as per Bank's requirement	Self-declaration of the bidder on the letterhead signed by authorized signatory
8	The bidder should have a minimum turnover of 25cr per annum from business in each of the last 3 Financial years.	1. Audited statement for the last three financial years 2. CA certificate indicating sales turn over for the above-mentioned years.

9	<p>The bidder should have a positive net worth in last three financial years in India.</p> <p>Net worth is calculated as Capital funds (paid-up equity capital + paid up preference shares + free reserves) – (accumulated balance of loss + balance of deferred revenue expenditure + other intangible assets)</p>	<p>1. Audited statement for the last three financial years</p> <p>2. CA certificate indicating net worth for the above-mentioned years.</p>
10	<p>The bidder should be the OEM or be authorized representative of OEM or should have tied up arrangement with a manufacturer of POS machines. The tie up arrangement must be at least prior to the date of submission of bid.</p>	<p>Self-declaration on letterhead with details of the product proposed including the product release date.</p> <p>OR</p> <p>OEM authorisation letter to prove the bidder is an authorised representative</p>
11	<p>The bidder should own necessary technology infrastructure & should have capability to provide end-to-end solution for acquiring business through POS which includes following areas: -</p> <ul style="list-style-type: none"> • Robust scalable, user friendly and secured front end application (Merchant onboarding, Terminal setup, Key injection, Terminal deployment, generation of QR code, and development of related apps, Merchant training, terminal repair, transaction processing and authorization, Risk assessment, fraud monitoring, helpdesk, online portal for merchants with viewing rights for their transactions etc.) • Back-end systems covering Merchant settlement, reconciliation, schemes, compliances, charge backs, presentments, re-presentments, arbitrations, merchant billing, scheme fee management, merchant reporting MIS etc. • Scalability and redundancy provisioning • Security • Risk Management and fraud monitoring capabilities. • Resolution of merchant complaints • Marketing of POS terminals on behalf of bank. • Dashboard for Real Time Online monitoring of PoS terminals, downloading of reports, Real Time Analysis facilitating the Bank & the 	<p>Self-declaration of the bidder on their letterhead with confirmation of the capabilities</p>

	<p>merchants as well.</p> <ul style="list-style-type: none"> • Android based App for merchants facilitating them for monitoring & managing their account. The bidder should have the capacity for time to time updating as per requirement of the Bank/regulators and if any activity to be outsourced, detail thereof should be given. 	
12	<p>The bidder should have its own acquiring Switch or Switching arrangements & all transactions should be routed directly to Bidder switch only.</p> <p>The IT infrastructure/ system should preferably be a three (3) tier structure viz. DC, DRS & Near to Zero Data Loss within India but must have two (DC and DR), duly certified for credit & debit card acquiring business by VISA/ MasterCard/ Rupay and also the bidder should be a registered third-party processor/ member service provider (TPP/ MSP) for VISA/ Master Card and RuPay with requisite experience.</p> <p>The DC & DRS setup mandatorily of same capacity and infrastructure. Further, the bidder should have requisite valid license.</p> <p>Both Primary Data Centre and the DR Centre at different locations, fully audited and compliant to VISA/ Master Card/ RuPay/ NPCI guidelines.</p> <p>The bidder should have set-up in India for operations of Merchant Acquiring transactions and should have managed Base-II processing.</p>	Self-declaration on letterhead with the details signed by authorized signatory
9	Integrity-Pact	Integrity Pact (Pre-Contract Integrity pact duly stamped and signed by the Bidder on each page and witnessed by two persons as per Proforma.
10	Bidder should not be black listed by the Bank, any public sector Bank, RBI/NHB or IBA in previous 3 years and also as on the date of submission of the bid.	Self-declaration of bidder on the letter head duly signed by the authorized person.
11	The bidder or his authorised representative should not have any decisive role at the Board level of the Bank or have share capital participation	Legal undertaking to be submitted by the bidder.

	in the Bank. The decision makers in the Bank should not have any relationship with the Bidder that might influence the purchase decision. The bidder shall on occurrence of any such event, immediately inform the concerned authorities about the role and involvement of such personnel.	
12	The Bidder should be ISO certified company	Copy of ISO 27001 Certificate
13	<p>Bidder should have the capability to provide the following value-added services on POS: -</p> <ol style="list-style-type: none"> 1. NFC Capability 2. QR on POS 3. NCMC Card Acceptance 4. Billing Integration Capability 5. Multi-Currency Conversion 6. Remittance 7. Rewards 8. Capability to integrate with bank's system. 9. Fuel dealers' SAP system integration 10. Bidder should have the capabilities of NCMC 11. Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/ solution as per RuPay specification and GOI guidelines. <p>Terminals provided by bidder should have the capabilities to accept NCMC card (national common mobility cards), MasterCard Pay pass, Visa Pay wave, Rupay Sparc with certified L2 kernel</p>	Certificate copies / Self declaration on letter head signed by authorized signatory
15	The solution should be PCI- DSS certified & Any Card payment application used preferably be PA-DSS / PCI-SSF compliant.	Copy of certificate shall be enclosed
16	The solution should have its EAS/ MIP/ NFS connectivity in its DC & DR Centre to provide the necessary connectivity to the Bank for routing VISA/ MasterCard/ RuPay transactions respectively.	Copy of certificate shall be enclosed
17	Bidder should have experience of "Fraud and Risk" Management for POS. Bharat QR Code. The following capabilities needs to be available as part of Risk and Fraud Management.	Certificate copies / Self declaration signed by authorized signatory

	<p>1.) Transaction monitoring in Real time/ Near Real time through an automated rule engine.</p> <p>2.) Alert Management System with 24x7 presence.</p> <p>3) Expertise in identification of changes in market trends, merchant behaviour patterns.</p> <p>4) Capability to hold the merchant payments in case suspicion.</p> <p>5) Expertise in creation of rules and implementing the same with minimum 'False Positive Ratios'.</p> <p>The EFRM solution should be implemented at least one Nationalised Bank/ Scheduled Commercial Bank for more than 1 year in India</p>	
18	Bidder should have necessary infrastructure to connect with aggregators	Self-declaration of bidder on the letter head duly signed by the authorized person.
19	There should not have been breaches in the past from POS related Infrastructure/ Systems managed by the bidder.	Self-declaration of bidder on the letter head duly signed by the authorized person.
20	The Infrastructure should be compliant to all Regulatory requirements of DFS/ RBI/ MoF/ RuPay/ MEITY/ NFS/ Card Schemes, Regulations/ NPCI, etc.	Certificate copies / Self declaration of bidder on the letter head duly signed by the authorized person.
21	Bidder should have capability to update/ modify/ develop the solution as per prevailing market trends and/ or requirements of the Bank/ Regulators/ Stakeholders/ GOI.	Self-declaration of bidder on the letter head duly signed by the authorized person.
22	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, 	Documents to be submitted: A declaration on letter head of bidder / OEM duly signed by Authorized Signatory stating "we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered" to be submitted.

	<p>established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. natural person who is a citizen of such a country; or</p> <p>A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</p>	
23	<p>Make In India- Percentage of local content</p> <p>i) Only 'Class-I local supplier' and 'Class II local suppliers' are eligible</p> <p>ii) Minimum local content should be 20%.</p>	<p>Certificate from Statutory Auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder and OEM</p>
24	<p>Bidder / OEM should have a Payment Gateway implemented in at least one Nationalised Bank/ Scheduled Commercial Bank in India and it is live at the time of submission of Bid.</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person.</p> <p>If the Bidder not OEM, then corresponding OEM confirmation must be submitted.</p>
25	<p>Bidder should have adequate and well-qualified manpower to efficiently coordinate daily operations and deliver services across Kerala</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person.</p>

9. Projected Volume

Kerala State Co-operative Bank

Sl	Year	POS - No of installation	QR / SoundBox/ Standees
1	1 st year	600	8500
2	2 nd Year	700	10,000
3	3 rd Year	800	12,000
4	4 th Year	900	15,000
5	5 th year	1000	20,000

The solution proposed by the bidder should be scalable to handle the load for projections. The resource (CPU/ memory / utilization) at given projection should not go beyond 70% there should not be any

single point of failure in the entire software solution. The entire solution should be configured in high availability mode both at DC and DR with inbuilt redundancy.

So, bidder has to calculate the data growth based on the standard assumption in the industry. This is applicable for all other services which are presently in use and that might get included in future.

10. Schedule of implementation

Sl.No	Milestone	Timeline – days
1	Issue of Purchase Order	T
2	Signing of the agreement & Submission of PBG	T + 5
3	Finalise and signing of implementation Project plan, SRS, Integration requirements	T + 7 days
4	Successful completion of Customization, integration Configuration and pre-delivery testing	T +15 days
5	Delivery of Functional and non-functional test results Successful completion of UAT. Delivery of Training and Training materials	T + 18 days
6	Go-live	T+21 days

11. Critical Success Factors

11.1 Uptime

Detailed requirements to be prepared by the bidder elaborating the scope given in this RFP, once the project is awarded. The system will be considered to be up when it is responding to the requests from its users without any delay in performance/ response time degradation. The proposed system should have a minimum uptime of 99.9 % per month.

Sample calculation for up-time on monthly basis is shown below:

UPTIME (%) =

$$\frac{(\text{Sum of the total hours during the month} - \text{Sum of total down time hours during the month})}{\text{Total hours during the month}} \times 100$$

The total hours during the month = Number of days in the given month * 24 hrs.

Minimum weekly up-time requirement is 99.9%. Any single down time interval should not exceed 30 minutes.

11.2 On time delivery

This is being looked upon as one of the most important projects and all the milestones are to be met on-time as per the agreed project plans

11.3 Quality of service

With an ambitious plan for growth and to enhance the quality of service, it is envisaged to get high quality of service with no interruption to critical services during its operation. Appropriate pro-active measures are to be taken by the bidder to ensure high quality of service.

11.4 Strong Governance

Strong governance needs to be established by the bidder to ensure effective monitoring, reporting, risk management and interventions for decision making. Governance structure and the review mechanisms, with dashboards and reports are to be made available through appropriate channels for this purpose.

11.5 Continuous improvement

Thought leadership and the techno-domain expertise should offer continuous improvements to the Proposed Kerala Bank implementation during the entire contract period.

11.6 Change Management

Bidder should offer its expertise and thought leadership to prepare, plan and execute a smooth organizational change management to the Proposed Kerala Bank as part of the programme.

11.7 Centralised Helpdesk

The bidder should provide a centralised helpdesk tool to the Bank and should establish the necessary process and procedures for the effective functioning of service Management.

12. Payment terms

The payment shall be made according to the final commercial bid submitted by the selected bidder for the Bank.

Payment to the vendor for the services offered will be made on Quarterly basis in arrears after recovering applicable penalties as specified in SLA

13. Modification and withdrawal of bids

No bid can be modified by the bidder subsequent to the closing date and time of submission of bids. In the event of withdrawal of bid by the bidders, Bank shall be entitled to forfeit the EMD.

14. Bid opening and evaluation criteria.

Bid opening will be done in three steps namely Pre-Qualification, technical and financial bid. After ensuring qualification through pre-qualification bid, the cover for technical bid would be opened for the qualified bidders. Thereafter separate time slots would be allotted to each bidder for a detailed demonstration/ presentation of their product before the technical experts as well as selected representatives of users. The Bank is at liberty to rate the solution for identifying the suitability through fixed benchmarks on objectively verifiable parameters. The technical members as well as user representatives will rate the software objectively.

Total of 100 marks would be awarded for technical evaluation viz. technical proposal evaluation, presentation and demonstration of software.

14.1 Technical qualification criteria

The bank may at its sole discretion, decide to seek more information from the respondents in order to normalise the bids. However, respondents will be notified separately, if such normalisation exercise as part of the technical evaluation is resorted to.

14.2 Technical scoring parameters

Sl#	Parameters	Maximum Marks
1	Bidder's Annual Turnover from its Indian Marchant Acquisition in the last 3 financial years	5
2	Bidder's sol experience in providing end-to-end Marchant Acquisition Business in years	5
3	Bidders experience in providing end to end solution in Nationalised Bank/ Scheduled Commercial Bank	5
4	No of Merchant acquiring transactions processed per annum	5
5	No of POS/QR installed in India during the last 3 years with charge slip printing	5
6	Availability of Fraud and Risk Management Tool (EFRM)	5

7	MDR sharing percentage with Bank after network share	5
8	Field service centres with dedicated local staff in Kerala	5
9	Settlement of funds to Kerala Bank's account (except visa/master settlement)	5
10	Availability of features - EMI, AEPS, BHARAT QR, Cash@POS, Kerala Bank name in charge slip	10
11	Bidder's technical presentation/Demonstration	20
12	Functional & Technical requirements (Annexure A & B)	25
	Total Marks	100

15. Performance Bank Guarantee

The Bank shall require the selected bidder to provide Performance Bank guarantee within 10 days from the date of acceptance of the order or signing of SLA whichever is earlier, for a value equivalent to 5% of the total cost as per the financial bid. The Performance Bank guarantee should be valid for a period of 72 months or 3 months beyond the completion of the total project duration whichever is later. The Performance Bank guarantee shall contain a claim period of 3 months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank guarantee as and when it is due on account of non-completion of the project and warranty period. In case of selected bidder, failing to submit Performance Bank guarantee within the time period, Bank is at liberty to cancel the order placed to the bidder without giving any further notice.

Bank shall invoke the Performance Bank guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms and conditions.

16. Order cancellation (Termination)

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders. In the event of termination of process Bank is not liable to pay any damages to the bidders and also not bound to give the reason for cancellation.

17. Liquidated damages

Notwithstanding the Bank's right to cancel the order, liquidated damages at the rate of 0.5% of the contract price will be charged for each week delay in the specified delivery schedule for each of the milestone. The liquidated damages including service level penalties would be subject to a maximum of 10% of the total cost. The Bank reserves its right to recover these amounts by any mode including adjusting from payments to be made by the Bank to the bidder. Bank reserves the right to impose/ waive off the liquidated damages.

Any loss caused to the Bank or claims made against the Bank owing to non-performance of the service provider as per the SLA, or non-compliance of the Regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.

Any financial loss to the Bank on account of fraud/ data breach/ loss/ damage taking place due to the Bidder's, its employees or their service provider's negligence shall be recoverable from the Bidder along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the Bidder.

Regulatory Compliance: The Bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/ Statutory guidelines. Any new advisory/ guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI, NPCI etc. need to be implemented free of cost. Any penalty imposed by the Regulator on Bank will be the responsibility and liability of the Bidder.

18. Penalty

The successful bidder must strictly adhere to the delivery periods and timelines in the implementation schedule. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the successful bidder.

Bank will ensure such installations in the prescribed specifications with availability of space, cooling and power for carrying out the rightful delivery, and installation of the assets. The

reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for delay.

- 1) A cap of 10% of effected Product / Service line-item value would be applicable as penalties for delays in reaching the milestones.
- 2) One percent of the total product fees would be levied as a penalty for every one week delay as per delivery timelines Product / Service line-item value.
- 3) Service Level shall be measured from go live and continuously improved during this interim period. The penalties shall be applicable on these service levels post completion of go live.
- 4) Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements. For a delay of more than 3 weeks in implementation, Bank will have the option of looking at more severe options like invoking the EMD/ PBG or cancelling the awarded contract. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.

18.1 Penalties for Delayed Implementation

The successful bidder should complete the responsibilities that have been assigned on time. As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the bidder or the participating entities. The implementation and go-live should be completed per the timelines. In case the timelines are not followed, the liquidated damages, as per clause defined below shall be claimed.

In case the services are not made available within the stipulated period, Bank may at its option impose penalty for the period of delay @0.5% of total cost of ownership per week or cancel the order and place the order with an alternate vendor. The penalty may be increased to 1% per week for the delay beyond 2 weeks from the stipulated date of delivery. If the services are not made available even after 3 weeks from the stipulated date, the Bank will cancel the order and the PBG submitted by the bidder will be forfeited. Please note that the bank reserves the right to cancel the contract if the services offered do not conform to the specifications and features sought for in the RFP

18.2 Penalties for Service Deterioration

Business / Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the vendor.

The inability of the vendor to provide the requirements as per the scope or to meet the deadlines as specified would be treated as breach of contract and invoke the Penalty Clause.

UPTIME: Bidder is required to maintain uptime for POS Infrastructure as per below Penalty Clause:

- a) The Selected bidder has to install POS terminal within three (3) days after getting installation approval from the Bank.
- b) The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/ installation/ making the POS terminal operational at the rate of ₹ 1000/- per day per POS terminal.
- c) Penalties at the rate of ₹ 1000/- per day per POS will be levied on selected bidder in case the POS is down for more than 24 hours. These penalties will be applicable if terminal is not working because of any reason attributable to the service provider/ bidder which switching, could, inter-alia, include malfunctioning of the POS machine, non-availability of consumables, non-operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- d) The expected uptime level is 99.9%, to be computed on a monthly basis subject to verification by the Bank or through its authorized representative. Penalty for each percentage point lower than the acceptable uptime would attract a penalty of 1% (One percent) of the billing amount for the month. The Bidder shall furnish the Uptime Report to the Bank on daily basis and same should be incorporated in the Dash Board also.
- e) In case of loss to the Bank due to delay in uploading settlement files to respective network beyond cut-off time, the service provider has to compensate the Bank for the losses in addition of actual losses plus 2% above banks prevailing Bank Rate of lending.

- f) For purpose of calculating penalty, uptime is calculated as under:
$$\text{Uptime (\%)} = \frac{[(\text{Sum of total hours during month} - \text{Sum of down time hours during month}) \times 100]}{\text{Sum of total hours during the month}}$$
- g) Switching services downtime attributable to vendor (scheduled downtimes during off peak hours permitted by Bank would be excluded) will be penalized Rs 1000/- per minute for first thirty minutes, thereafter 2000/-per minute. e.g.: if switch remains down for 70 minutes (on more than one occasion), the penalty for the month would be Rs 30000 +Rs 80000 =Rs 110000/-.
- h) Delay in sharing of FIRC statement with Bank as well as terminal holders (To be received by 5th working day of the subsequent month for all merchants) will be penalized as Number of days delayed/100% of the management fee for that month.
- i) The Selected bidder shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment/ POS Terminal or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- j) Non-compliance of Merchant for dispute fulfilment owing to lack of communication (e-mail/ SMS and telephonic) from Service Provider to merchant (Beyond TAT as applicable for each such dispute) Penalty would be actual transaction amount of the dispute and any other direct losses to Bank owing lapses in services.
- k) Preventive maintenance: the Selected bidder shall conduct Preventive Maintenance {including but not limited to Merchant Training (wherever needed) inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment} once within first 7 days of the installation and thereafter once in a month during the currency of this RFP on a day and time to be suitable to the Merchant. The consolidated report counter signed by visited merchant should be submitted to Bank on regular basis (monthly).
- l) Any future upgrade/ enhancement necessitated to meet any regulatory/ GOVT/ Stake holders/ Bank compliance shall be carried out by Bidder(s) within stipulated timeframe, at no

extra cost to bank. Further, no visit/ service charges will be borne by the Bank for up gradation of the software/ hardware level for web crawling solution's functionality to meet regulatory/ govt. compliance.

Apart from the penalty clauses given herein above, in case a complaint regarding POS terminal remains unresolved or open for a period more than seven (7) days counted from the date of lodgement of compliant, then rental charges for that particular POS terminal will not be payable to the Bidder for full month. In such event, the Service provider if credited without deducting the rental charges for that month, the Bidder shall refund the amount forthwith to Bank on demand or Bank can deduct the same from the future payments payable to the Bidder.

If the failure of any component leads to business downtime more than thrice within a span of three months, the vendor is expected to replace the component/equipment at its own cost.

The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder

19. Dispute Resolution

Bank and the supplier Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

1. If the Bank's project director and Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
2. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and the Bank, and are unable to amicably resolve a contract dispute, either party may choose to refer the dispute for resolution through formal arbitration.
3. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the

completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator.

4. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the Chairman of the proceedings. The award of the Chairman shall be final and binding on the parties.
5. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be jurisdiction covering Head Office. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on:
 - the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
 - the expiry of five days after posting if sent by registered post with A.D., or
 - the business date of receipt, if sent by courier.

6. This RFP document shall be governed and construed in accordance with the laws of India. The courts of Trivandrum alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

19.1 Exit Clause

Termination

1. The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Bidder breaches its obligations under the RFP or the subsequent agreement then the Bidder gets 60 days as cure period from the Bank. If not cured within this time, the Bank holds the rights to initiate the process of termination.
- The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

Effect of termination

1. The Bidder shall agree 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 the Bank or its designee to ensure smooth handover and transitioning of Bank deliverables.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favourable terms than those contained in this RFP. In case the Bank 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.
4. The Bank shall make such pro-rated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible.

5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

19.2. Exit Management & Knowledge Transfer.

In the process of the Exit Management, Vendor has to adhere to the standard Knowledge transfer (KT) procedures which should include the handover of all software or application related privileges, IPR if any, customized part for the solution such as Source Code and documentation or any other material(s) which belongs to the buyer organisation/ bank. The tentative KT and Exit plan for this has to be submitted along with the project plan and the final plan will be included in MSA as well.

20. Confidentiality

The bidder irrespective of his / her participation in the bidding process shall treat the details of the documents as secret and confidential. The bidder must undertake that they shall hold in trust any information received by them under the contract /agreement, and the strictest of confidence shall be maintained in respect of such information. The bidder has also to agree:

- To maintain and use of information only for the purpose of RFP
- To only to make copies as specifically authorized by the prior written consent of the Bank and keep confidentiality in all respects.
- To restrict access and disclosure of information to such of their employees, agents strictly on a 'need to know' basis, to maintain confidentiality of the information disclosed to them in accordance with this clause and to treat all information as confidential information.
- Confidentiality limited to 5 years post termination/expiration of the contract

21. Period of validity of bid

Bid shall remain valid for 180 calendar days from the date of closure of financial bid as prescribed by the Bank. EMD of the successful bidder shall be discharged on the signing of the contract and other legal documents and upon furnishing PBG / security to the satisfaction of the Bank.

The EMD of unsuccessful bidders shall be returned within a period of 30 days after the conclusion of the bid upon submitting the request for refund.

22. Force Majeure

Force majeure is defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not proceed or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

- a. Natural phenomenon including but not limited to flood, droughts, earth quakes and epidemics.
- b. Acts of any Government, including but not limited to war, declared or undeclared priorities, Quarantines and Embargos.
- c. Terroristic attack or public unrest in work area.

If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and cost thereof within 20 calendar days. Unless otherwise directed by the Bank in writing whether the bidder shall continue to perform its obligation under the contract as far as it is reasonably practical and shall seek reasonable alternative means for performance not prevented by the force majeure event. In such a case the time of performance shall be extended by period not less than the duration of such delay.

23. Indemnity

23.1 Indemnification and Limitation of Liability

23.1.1 Subject to Clause 23.1.2 below, Successful Bidder (the "Indemnifying Party") undertakes to indemnify KSCB (the "Indemnified Party") from and against all Losses on

account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a no infringing equivalent, (iii) modify it to make it no infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

23.1.2 The indemnities set out in **Clause 23.1.1**

shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and

- expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- (iii) if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- (v) all settlements of claims subject to indemnification under this Clause will:
- a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of

the Indemnified Party with respect to the claims to which such indemnification relates; and

- (ix) if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

23.1.3 The liability of Successful Bidder (whether in contract, tort, negligence, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the contract value under this Agreement calculated over a reasonable period of months before the cause of action arose with respect to the work involved under the applicable Schedule/Annexure. The liability cap given under this Clause 23.1.3 shall not be applicable to the indemnification obligations set out in Clause 23.1.1

23.1.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 23.1.1) even if it has been advised of their possible existence.

23.1.5 The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

Reasonable actions to reduce or limit the amount of such damages or amounts.

24. Manuals/ Documentation

Bidder has to provide soft and hard copies of user manuals, system administration manuals and system manuals and manuals for all functionalities available/ customized in the proposed solution.

Bidder has to follow leading industry practice and standards for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. Bank may require the bidder to deliver the following documents in hard and soft copy to Bank during development and implementation of the solution.

- Detailed System Requirements Specification Document
- High Level architecture document and design document.
- Customization document
- Techno-functional risks and mitigation document
- Functionality traceability matrix which would provide details on the interdependence of technical components for the realization of a functionality
- Interface strategy document
- Test cases with results during UAT, SIT and any other test cases
- Deployment plan document
- Change management methodology document
- Security guide
- User management guide
- Impact matrix

25. Integrity pact

(to be submitted by bidder along with documents needed for pre-qualification)

(Bidders are requested to refer to latest CVC circular)

(Integrity Pact duly stamped and signed by the Bidder on each page and witnessed by two persons)

INTEGRITY PACT

Between

The Kerala State Co-operative Bank Ltd (KSCB) hereinafter referred to as "The Principal"
and

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for the procurement of RFP for the selection of the Merchant Acquiring Solution and Point of Sales for the Kerala state Co-operative Bank. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The principal will during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the bidders could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this

regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) Contractor(s)

- (1) The Bidder(s) Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only. Refer "Guidelines on Indian Agents of Foreign Suppliers".

- (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Refer "Guidelines on Banning of business dealings".

Section 4- Compensation for Damages.

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

Section 5 - Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/Contractors/ Subcontractors

- (1) In case of Sub -contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal Charges against violating Bidder(s)/Contractor(s)/ Subcontractors (s)

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

Section 8 - Independent External Monitor.

- (1) The principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chief Executive Officer, KSCB.
- (3) The Bidders(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, The IEM shall inform The Chief Executive Officer, KSCB and recuse himself/herself from that case.
- (5) The principal will provide to the monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action
- (6) As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to The Chief Executive Officer, KSCB within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to The Chief Executive Officer, KSCB a substantiated suspicion of an offence under relevant IPC/PC Act, and The Chief Executive Officer, KSCB

has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration.

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions.

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Thiruvananthapuram.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place:

Date:

Witness 1:

(Name & Address)

.....
.....
.....

Witness 1:

(Name & Address)

.....
.....
.....



26. Escalation Matrix.

Bidder shall provide the contacts and an escalation matrix to log the complaints / problems faced in the facility/solutions provided to the bank. Escalation matrix should be updated and sent to Bank as and when there is a change.

27. Facility Management Services

The FM support should be deployed at Bank's premises @ minimum 1 person for 1000 POS, for supporting the solution primarily for 7 am to 11 pm or as decided by the Bank however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.

The successful bidder has to ensure sufficient resource to be available for the support and marketing. The resources should be experienced with good knowledge of the product and process of the PoS, QR, PG transaction and settlement. It will be utilized for providing early resolution of customer complaints, dispute resolution and other PoS machine/transactions/settlement related issues raised by the merchants.

The brief scope for the FM resources is as under:

- a. Responsible for maintaining the System and Application uptime as specified by the Bank.
- b. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
- c. Co-ordinate with Bidder, Merchants, Bank's IT Team or teams identified by the Bank, Field staff and for resolving the infrastructure related issues.
- d. FM personnel will be responsible for Log shipment, Backup, DC DR cutover drill, Restore-implementation of disaster recovery plan, if requires as advised by the Bank.
- e. User /Key Management & Maintenance of Merchant Acquisition system
- f. Follow the Incident reporting system of the Bank and updating the same.
- g. Log ticket with helpdesk for support related issues through any of the following mode: Telephonic, Email, Ticketing Tool.
- h. Maintain log of all down calls for MIS purpose and provide required MIS/reports etc. to Bank as per bank's requirement
- i. Provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
- j. Prepare necessary documentation.
- k. Work as per Standard Operating Processes defined by the Bank.

- l. The resource should be well acquainted with processes followed by bidder for various activities related to services offered to Bank.
- m. Escalate issues internally or to Bank's team for quick resolution of issues.
- n. Extend necessary support for special activities like Quarterly Disaster Recovery Drills, Information Security Audits or any other activities pertaining to RFP scope of work.
- o. Regular Patch Management of APP/OS/DB/ Middleware.
- p. Follow and implement change management process as per banks guidelines/policies.
- q. Facility Management resources should be compensated with similar resources for their non-availability.
- r. In case of non-availability of any resource for any shift will attract a deduction in cost of all resources for 1 day.

Bidder has to act as single point contact and to carry out necessary coordination (call lodge, follow-ups etc.) with all stake holders for smooth functioning of the solution deployed within stipulated time frame.



Proforma 1 - Covering Letter - Bid Form

(to be submitted through Pre-qualification cover)

Dated _____ 2025

To

**The Chief Executive Officer,
Kerala State Co-operative Bank,
Co-Bank Towers
Vikas Bhavan P.O
Thiruvananthapuram- 695033.**

SUB: RFP for the selection of Merchant Acquisition and Point of Sales for Kerala Bank – reg.

REF: RFP no. _____ dated _____ published vide e-tender dated _____

Dear Sir,

Having examined the RFP document relating to the purchase of RFP for the selection of Merchant Acquisition and Point of Sales for The Kerala Bank state cooperative Bank as detailed in your proposal along with terms & conditions and scope of procurement etc, and having understood the provisions and requirements relating to the purchase and all other factors governing the RFP, We hereby submit our offer for the selection Merchant Acquisition and Point of Sales for The Kerala state co-operative Bank . We hereby confirm our acceptance to execute the order within the time period specified in the RFP document, at the rates quoted by us in the accompanying Financial Bid.

We accept the commitments made through RFP document cited as reference and if in any case we fail to complete the delivery as per the order, we agree that, Kerala State Co-operative Bank shall have full authority to forfeit the Earnest Money Deposit/Performance Bank Guarantee and cancel our order with no obligation on their part.

We further confirm that the Earnest Money is deposited as per the norms stipulated in the RFP.

We further confirm that –

1. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
2. We have sufficient qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
3. The quoted rates shall be valid for 180 calendar days from the date of opening of the financial bid
4. We further confirm that all sections of the RFP document have been read, understood and signed and there is no deviation/discrepancy.

Signature of the Bidder

(To be signed by the authorized person with stamp and date)

Annexures**Pre-Qualification Bid Form - 1**
Profile of the Bidder**(Proforma to be used in Pre-qualification bid submission)**

Sl. No	Particulars	Details
A	Company / Supplier profile (for service integrator and authorized agents)	
1	Name of the Supplier / Firm/ Company	
2	Constitution	
3	Date & Year of establishment / incorporation	
4	Address (order to be placed on which office) Registered office Corporate office	
5	Telephone No Fax No Email address Website	
6	Sales turnover from IT related business for the last three years	
7	Domestic customer base (number of Banks where the proposed solution is implemented)	
8	Name of the major clients (Banks) where the proposed solution is implemented	
9	PAN number	
10	GST No.	
11	Bank details Name of the Bank and nature of Bank account Branch address Account number RTGS/ NEFT / IFS Code	
B	Manufacturer's profile, if Bidder is manufacturer	

1	Name of the Manufacturing company	
2	Constitution of the Manufacturing company	
3	Date & Year of establishment/ incorporation of the manufacturing company	
4	Address of the manufacturing company Registered office Corporate office	
4.1	ROC number with Date	
5	Telephone No Fax No Email address Website	
6	Nature of relationship with the SI / Authorized agent (partner institution, signed MoU, Consortium agreement has been created or subsidiary company, distributor, other form of relationship) please explain.	
7	Experience of the manufacturing company in supply of software and support	
8	PAN number	
9	GST No	
10	Bank details Name of Bank and nature of Bank account Branch address Account number RTGS/ NEFT / IFS Code	

Name & Signature of Authorized Signatory

Date:

Place:

Office Seal:

Pre-Qualification Bid Form - 2
(Merchant Acquisition solution under Opex model)

List of Major Customers and related references

A. List of Major Customers (to whom Merchant Acquisition/POS/PG are provided)

Name of Bank	Details of Services provided

B. Reference details of major contracts (Please furnish details based only on service contracts executed during the year April 2020 to March 2025)

Kerala State Co-operative Bank

Sl.NO	Name of the Buyer	Contact Person	Phone no	Details of services provided

Date:

Signature of Authorized Official with Seal

Pre-Qualification Bid Form - 3
(Merchant Acquisition solution under Opex model)

Abridged Financial Position (Enclose copy of audited statements)

(In Rs in Lakhs)

	2022-23	2023-24	2024-25
Audited (A) / Provisional (P)	(A)	(A)	(A)
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Please attach annual reports / audited financial statements for the latest three financial years.

Quantitative Details

Particulars of the Item with regard to Merchant Acquisition Solutions	2022-23	2023-24	2024-25
No. of Banks:			
No. of Public Sector Banks			
No. of Others			
No of POS/QR Installed			
No of transactions Processed through the solutions			

Enclose certificate from the respective Banks.

Date:

Signature of Authorized Official with Seal

Proforma 2 - Pre-Qualification Compliance Sheet

(Proforma to be used in Pre-qualification bid submission)

[The Pre-qualification proposal should comprise of the following requirements. The documents mentioned in this compliance sheet along with this Proforma, needs to be a part of the Pre-qualification proposal]

SI No	Eligibility criteria	Supporting documents	Submitted (Yes / No)	Compliance status and reference and Page No
1.	Document Fee	On line payment details		
2.	Earnest Money deposit	On line payment details		
3.	Profile of the Bidder	Pre-qualification – Bid form 1		
4.	List of Major Customers and related references	Pre-qualification – Bid form 2		
5.	Abridged Financial Position	Pre-qualification – Bid form 3		
6.	Power of Attorney for Signing of Proposal	Proforma 17		
7.	Covering letter – Bid form	Proforma 1		
8.	Bidder should be a Limited company (Public/Private) registered in India under the Companies act,1956/2013 for the last 3 years as on the date of issuance of RFP.	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document applicable is required to be submitted along with the eligibility bid. 		

9.	The Bidder/ OEM should have been in Merchant Acquiring Business in India for at least one year as on date of submission of bid	Self-Declaration of the bidder on company letterhead signed by authorized signatory. If the Bidder not OEM, then corresponding OEM confirmation must be submitted.		
10.	Bidder should be a Payment Service Provider OR Payment service aggregator OR Authorised Partner of the PSP/PSA in India working for the last one year on the date of submission of bid	Documentary evidence to prove the qualification. If the Bidder is an authorized Partner, the corresponding OEM confirmation must be submitted.		
11.	The Bidder/OEM should have experience of providing end to end solution for Merchant Acquiring through POS to at least one Nationalised Bank/ Scheduled Commercial Bank/ or any Institution for more than 1 years in India & should be maintaining at least 1000 physical PoS terminals.	Purchase Order / Service agreement / Documentary evidence to prove the qualification. If the Bidder not OEM, then corresponding OEM confirmation must be submitted. Self-declaration of bidder on the letter head duly signed by the authorized person. (Performa 10)		
12.	The Bidder should have its own switch or license to use third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring (Both Merchant underwriting and Transaction monitoring) and settlement & Reconciliation system. The switch should be implemented at least one Nationalised Bank/ Scheduled	Bidder has to submit the Documentary proof from the Client. If third party switch/ license is used then bidder have to submit a declaration from third party switch provider for supplying license. Self-declaration of bidder on the letter head duly signed by the authorized person. (Performa 9)		

	Commercial Bank for more than 2 years in India.			
13.	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, Master, RuPay & NPCI transactions.	Self-Declaration of the bidder on company letterhead signed by authorized signatory.		
14.	The switch should have both primary and DR Centre fully audited and complied with RBI, NABARD, NPCI, VISA, MasterCard, RUPAY guidelines. Bidder has to submit the latest audit certificate in this regard	Latest audit certificate should be submitted		
15.	The Bidder should have the capability to provide the facility of on-boarding merchants through QR Code etc. Bidder should have capabilities to on-board merchants on Aggregator model as per Bank's requirement	Self-declaration of the bidder on the letterhead signed by authorized signatory		
16.	The bidder should have a minimum turnover of 25cr per annum from business in each of the last 3 Financial years.	1. Audited statement for the last three financial years 2. CA certificate indicating sales turn over for the above-mentioned years. (Proforma 13)		
17.	The bidder should have a positive net worth in last three financial years in India. Net worth is calculated as Capital funds (paid-up equity capital + paid up preference shares +free reserves) – (accumulated balance of loss + balance of deferred revenue expenditure + other intangible assets)	1. Audited statement for the last three financial years 2. CA certificate indicating net worth for the above-mentioned years.		
18.	The bidder should be the OEM	Self-declaration on		

	<p>or be authorized representative of OEM or should have tied up arrangement with a manufacturer of POS machines. The tie up arrangement must be at least prior to the date of submission of bid.</p>	<p>letterhead with details of the product proposed including the product release date. OR OEM authorisation letter to prove the bidder is an authorised representative</p>		
19.	<p>The bidder should own necessary technology infrastructure & should have capability to provide end-to-end solution for acquiring business through POS which includes following areas: -</p> <ul style="list-style-type: none"> • Robust scalable, user friendly and secured front end application (Merchant onboarding, Terminal setup, Key injection, Terminal deployment, generation of QR code and development of related apps, Merchant training, terminal repair, transaction processing and authorization, Risk assessment, fraud monitoring, helpdesk, online portal for merchants with viewing rights for their transactions etc.) • Back-end systems covering Merchant settlement, reconciliation, schemes, compliances, charge backs, presentments, re-presentments, arbitrations, merchant billing, scheme fee management, merchant reporting MIS etc. • Scalability and redundancy provisioning • Security • Risk Management and fraud monitoring capabilities. • Resolution of merchant complaints • Marketing of POS terminals on behalf of bank. • Dashboard for Real Time 	<p>Self-declaration of the bidder on their letterhead with confirmation of the capabilities</p>		

	<p>Online monitoring of PoS terminals, downloading of reports, Real Time Analysis facilitating the Bank & the merchants as well.</p> <ul style="list-style-type: none"> • Android based App for merchants facilitating them for monitoring & managing their account. The bidder should have the capacity for time to time updating as per requirement of the Bank/ regulators and if any activity to be outsourced, detail thereof should be given. 		
20.	<p>The bidder should have its own acquiring Switch or Switching arrangements & all transactions should be routed directly to Bidder switch only. The IT infrastructure/ system should preferably be a three (3) tier structure viz. DC, DRS & Near to Zero Data Loss within India but must have two (DC and DR), duly certified for credit & debit card acquiring business by VISA/ MasterCard/ RuPay and also the bidder should be a registered third-party processor/ member service provider (TPP/ MSP) for VISA/ Master Card and RuPay with requisite experience.</p> <p>The Bidder should have DC & DRS setup mandatorily of same capacity and infrastructure. Further, the bidder should have requisite valid license.</p> <p>The Bidder should have both Primary Data Centre and the DR Centre at different locations, fully audited and compliant to VISA/ Master Card/ RuPay/ NPCI guidelines.</p>	<p>Self-declaration on letterhead with the details signed by authorized signatory</p>	

	The bidder should have set-up in India for operations of Merchant Acquiring transactions and should have managed Base-II processing.			
21.	Integrity-Pact	Integrity Pact (Pre-Contract Integrity pact duly stamped and signed by the Bidder on each page and witnessed by two persons as per Proforma. (Section 25 of RFP)		
22.	Bidder should not be black listed by the Bank, any public sector Bank, RBI/NHB or IBA in previous 3 years and also as on the date of submission of the bid.	Self-declaration of bidder on the letter head duly signed by the authorized person. (Proforma 14)		
23.	The bidder or his authorised representative should not have any decisive role at the Board level of the Bank or have share capital participation in the Bank. The decision makers in the Bank should not have any relationship with the Bidder that might influence the purchase decision. The bidder shall on occurrence of any such event, immediately inform the concerned authorities about the role and involvement of such personnel.	Legal undertaking to be submitted by the bidder. (Proforma 15)		
24.	The Bidder should be ISO certified company	Copy of ISO 27001 Certificate		
25.	Bidder should have the capability to provide the following value-added services on POS: - 1. NFC Capability 2. QR on POS 3. NCMC Card Acceptance 4. Billing Integration Capability 5. Multi-Currency Conversion 6. Remittance 7. Rewards 8. Capability to integrate with	Certificate copies / Self declaration on letter head signed by authorized signatory		

	<p>bank's system.</p> <p>9. Fuel dealers' SAP system integration</p> <p>10. Bidder should have the capabilities of NCMC</p> <p>11. Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/ solution as per RuPay specification and GOI guidelines.</p> <p>Terminals provided by bidder should have the capabilities to accept NCMC card (national common mobility cards), MasterCard Pay pass, Visa Pay wave, Rupay Sparc with certified L2 kernell</p>			
26.	The solution should be PCI-DSS certified & Any Card payment application used preferably be PA-DSS / PCI-SSF complaint.	Copy of certificate shall be enclosed		
27.	The solution should have its EAS/ MIP/ NFS connectivity in its DC & DR Centre to provide the necessary connectivity to the Bank for routing VISA/ MasterCard/ RuPay transactions respectively.	Copy of certificate shall be enclosed		
28.	<p>Bidder should have experience of "Fraud and Risk" Management for POS.</p> <p>Bharat QR Code/ AEPS (Preferable, but not mandatory). The following capabilities needs to be available as part of Risk and Fraud Management.</p> <p>1.) Transaction monitoring in Real time/ Near Real time through an automated rule engine.</p> <p>2.) Alert Management System with 24x7 presence.</p> <p>3) Expertise in identification of changes in market trends,</p>	Certificate copies / Self declaration signed by authorized signatory		

	<p>merchant behaviour patterns.</p> <p>4) Capability to hold the merchant payments in case suspicion.</p> <p>5) Expertise in creation of rules and implementing the same with minimum 'False Positive Ratios'.</p> <p>The EFRM solution should be implemented at least one Nationalised Bank/ Scheduled Commercial Bank for more than 2 years in India</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person. (Performa 10)</p>		
29.	<p>Bidder should have necessary infrastructure to connect with aggregators</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person.</p>		
30.	<p>There should not have been breaches in the past from POS related Infrastructure/ Systems managed by the bidder.</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person.</p>		
31.	<p>The infrastructure should be compliant to all Regulatory requirements of DFS/ RBI/ MoF/ RuPay/ MEITY/ NFS/ Card Schemes, Regulations/ NPCI, etc.</p>	<p>Certificate copies / Self declaration of bidder on the letter head duly signed by the authorized person.</p>		
32.	<p>Bidder should have capability to update/ modify/ develop the solution as per prevailing market trends and/ or requirements of the Bank/ Regulators/ Stakeholders/ GOI.</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person.</p>		
33.	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <p style="padding-left: 40px;">g. An entity incorporated, established or</p>	<p>Documents to be submitted: A declaration on letter head of bidder / OEM duly signed by Authorized Signatory stating "we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (Copy</p>		

	<p>registered in such a country; or</p> <p>h. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>i. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>j. An entity whose beneficial owner is situated in such a country; or</p> <p>k. An Indian (or other) agent of such an entity; or</p> <p>l. natural person who is a citizen of such a country; or</p> <p>A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</p>	<p>attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered" to be submitted.</p>		
34.	<p>Make In India- Percentage of local content</p> <p>i) Only 'Class-I local supplier' and 'Class II local suppliers' are eligible</p> <p>ii) Minimum local content should be 20%.</p>	<p>Certificate from Statutory Auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder and OEM</p>		
35.	<p>Bidder / OEM should have a Payment Gateway implemented in at least one Nationalised Bank/ Scheduled Commercial Bank in India and it is live at the time of submission of Bid.</p>	<p>Self-declaration of bidder on the letter head duly signed by the authorized person (Proforma 11)</p> <p>If the Bidder not OEM, then corresponding OEM confirmation must be submitted.</p>		

36.	Bidder should have adequate and well-qualified manpower to efficiently coordinate daily operations and deliver services across Kerala	Self-declaration of bidder on the letter head duly signed by the authorized person (Proforma 12)		
37.	OEM Support of the product / solution	Self-declaration of bidder on the letter head duly signed by the authorized person. (Proforma 8)		

Proforma 2.1 - Pre-bid query format

Bidder Name :

Sl#	RFP Section	RFP Page No	Content of RFP required clarification(s)	Clarification sought

Proforma 3 - Technical qualification compliance sheet

(Proforma to be used in technical qualification bid submission)

SI No	Eligibility criteria	Supporting documents	Provided	Compliance status and reference and Page No
1	Functional Requirements	Duly filled Functional requirements as per Annexure A	Yes / No	
2	Technical Requirements	Duly filled technical requirements as per Annexure B	Yes / No	

3	Technical Architecture	Submission of the valid & relevant documents of Technical Architecture for the proposed solution infrastructure architecture,	Yes / No	
4	Details of proposed solution	Proforma 4	Yes / No	
5	Bill of Material (BOM)	Proforma 5	Yes / No	
6	Details of proposed FM Service details	Performa 6	Yes / No	
7	DC/DR details	Performa 7	Yes / No	
8	Bidders Technical credentials	Proforma 3.1	Yes / No	

Proforma 3.1 Bidder's Technical Credentials (Bidder has to submitted the supporting documents/details through technical cover)

Sl#	Credentials	Bidder Remarks
1	Bidder's Annual Turnover from its Indian Marchant Acquisition in the last 3 financial years	Year 2022-23 Year 2023-24 Year 2024-25
2	Bidder's sol experience in providing end-to-end Marchant Acquisition Business in years	
3	Bidder's experience providing end to end solution in Nationalised Bank/ Scheduled Commercial Bank	Bank Name(s)
4	No of Merchant acquiring transactions processed per annum (in crores)	
5	No of POS/QR installed in India during the last 3 years with charge slip printing	Year 2022-23 Year 2023-24 Year 2024-25
6	Fraud and Risk Management Tool (EFRM)	Own / Outsourced
7	MDR sharing percentage with Bank after network share	%
8	Field service centres with dedicated local staff across Kerala (Districtwise details to be provided)	
9	Settlement of funds to Kerala Bank's account (except visa/master settlement)	T+1 / T+0

10	Availability of EMI, AEPS, BHARAT QR, Cash@POS, Kerala Bank name in chargeslip features	
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Proforma 4 - Details of Proposed solution

(Proforma to be used in technical qualification bid submission)

SL #	Proposed solution (Provide Product Name, fill Custom built in case of new development)	Version & year of release	OEM	Features & Functionalities	O&M Support (Warranty, ATS, AMC)	Reference in the submitted proposal (provide page number and section no)

Bidder should provide the details of each & every component required for the proposed solution including software, hardware, network & security items and its licenses etc

Kerala State Co-operative Bank

Proforma 5 - Bill of material for the proposed solution

(Proforma to be used in technical qualification bid submission)

Bidder should provide the details of each & every component required for the proposed solution including software, applications, payment gateway, interphases & integration, solutions, and its licenses etc.

All the bidders are required to provide the details in the format given. Bidder can add more rows to indicate the specification of each line of items required for the implementation of the project. The item wise comparison will be performed between Bill of materials and Detailed financial proposal during evaluation process. Any mismatch will lead to disqualification/rejection.

Proforma 5

S No	Item Description	Make / Model / Ver no	Quantity
1.0	All Applications, installations, Solutions, Switch, Payment Gateway etc		
1.1	Applications/installations		
1.1.1			
1.1.2			
1.1.3			
1.1.4			
1.1.5			
1.2	Switch		
1.2.1			
1.2.2			
1.2.3			
1.1.4			
1.3	Solutions		
1.3.1			
1.3.2			
1.3.3			
1.3.4			
1.4	Payment Gateway		
1.4.1			
1.4.2			
1.4.3			
1.4.4			
1.5	Miscellaneous		
1.5.2			
1.5.3			
1.5.4			
1.5.5			
1.6	Interfaces		
1.6.1			
1.6.2			
1.6.3			

1.6.4			
1.6.5			
2.0	FM/Support Services		
2.0	Training		
2.1	Help Desk		
2.2			
2.3			



Proforma 6 - Details of proposed Onsite FM support

Sl#	Type/Nature of Resources	Nos	Qualification / Remarks
1			
2			
3			

Proforma 7 - DC/DR details

Sl#	Description	Details
1	Name of the service provider	
2	Whether in cloud (Yes / No)	
3	Data Center site Details	
4	Disaster Recovery site Details	
5	Contact person	
6	Certifications	
7	List of Bank's hosted the services	

Proforma 8 – Self Declaration

Date : _____ -

The Chief Executive Officer,
 Kerala State Co-operative Bank,
 Co-Bank Towers
 Vikas Bhavan P.O
 Thiruvananthapuram- 695033.

Dear Sir,

Sub: RFP for the selection of Merchant Acquisition and Point of Sales for Kerala Bank-reg.

We _____ the OEM of(Product, version, release date)
 having office / development facilities at 1) _____ and 2) _____ - do hereby
 extend our full guarantee and warranty as per terms and conditions of the RFP and the contract
 for the solution, products/ equipment and services offered against this invitation for RFP offer
 by us and will extend technical support and updates for the products for contract period from
 the date of submission of this RFP.

We _____ (OEM), also confirm that we will ensure that product upgrades (including
 management software upgrades and new product feature release) for all the products quoted
 for and will be supplied to the Bank during the five-year period over and above the warranty
 period. We also confirm that, we will provide and implement the upgrades within 30 days of
 release/ announcement, to the Bank at no additional cost to the Bank.

Name & Signature of Authorized Signatory

Date:

Place:

Office Seal:

Proforma 9 - Certificate to prove Experience in implementation of Switch in a Nationalized/Scheduled Commercial Banks in India

Sub: RFP for the selection of Merchant Acquisition and Point of Sales for the Kerala Bank- reg.

*Ref: e-tender notification No _____ - date _____ -for publishing RFP No _____
Dated _____ - by Kerala State co-operative Bank for the purchase of Merchant Acquisition and Point of Sales for the Kerala Bank*

It is hereby certified that we have implemented the proposed Switching solution and providing support to the following Banks /financial institutions. It is further certified that the Bank/Banks listed below in India where our switching service is running in DC/DR set up.

Sl.No	Name of the Bank where switch is implemented in DC/DR set up	Contact person in the Bank	No of branches of the bank.	Address of the Bank / contact person with telephone No	DC/DR details
1					
2					
3					
4					

Name & Signature of Authorized Authority

Date:

Place:

Office Seal

Proforma 10 - Certificate to prove Experience in implementation of Merchant Acquisition solution in a Nationalized/Scheduled Commercial Banks in India

Sub: RFP for the selection of Merchant Acquisition and Point of Sales for Kerala Bank- reg.

Ref: e-tender notification No _____ - date _____ -for publishing RFP No ____ Dated ____ - by Kerala State co-operative Bank for the selection of Merchant acquisition solution for Kerala Bank

It is hereby certified that we have implemented the proposed Merchant acquisition solution in the following Nationalized / Scheduled Commercial Bank as on the date of bid submission. It is also certified that it is our latest version of the solution and have successfully implemented and currently live.

Sl.No	Name of the Bank where the solution is implemented	Contact person in the Bank	Solution Implemented	Date of making the Bank 'live'	Address of the Bank / contact person with telephone No and designation
1					
2					
3					
4					
5					

Name & Signature of Authorized Signatory

Date:

Place:

Office Seal

Proforma 10 - Certificate to prove Experience in implementation of EFRM solution in a Nationalized/Scheduled Commercial Banks in India

Sub: RFP for the selection of Merchant Acquisition and Point of Sales for Kerala Bank- reg.

Ref: e-tender notification No _____ - date _____-for publishing RFP No____ Dated _____ - by Kerala State co-operative Bank for the selection of Merchant acquisition solution for Kerala Bank

It is hereby certified that we have implemented the proposed EFRM solution in the following Nationalized / Scheduled Commercial Bank as on the date of bid submission. It is also certified that it is our latest version of the solution and have successfully implemented and currently live.

Sl.No	Name of the Bank where the solution is implemented	Contact person in the Bank	Solution Implemented	Date of making the Bank 'live'	Address of the Bank / contact person with telephone No and designation
1					
2					
3					
4					
5					

Kerala State Co-operative Bank

Name & Signature of Authorized Signatory

Date:

Place:

Office Seal

Proforma 11 - Certificate to prove Experience in implementation of Payment Gateway in a Nationalized/Scheduled Commercial Banks in India

Sub: RFP for the selection of Merchant Acquisition and Point of Sales for Kerala Bank- reg.

Ref: e-tender notification No _____ - date _____ -for publishing RFP No____ Dated _____ - by Kerala State co-operative Bank for the selection of Merchant acquisition solution for Kerala Bank

It is hereby certified that we have implemented the proposed Payment Gateway in the following Nationalized / Scheduled Commercial Bank as on the date of bid submission. It is also certified that it is our latest version of the solution and have successfully implemented and currently live.

Sl. No	Name of the Bank where the solution is implemented	Contact person in the Bank	Solution Implemented	Date of making the Bank 'live'	Address of the Bank / contact person with telephone No and designation
1					
2					
3					
4					
5					

Name & Signature of Authorized Signatory

Date:

Place:

Office Seal

Proforma 12 - Certificate to prove support service Capability in Kerala**Sub: RFP for the selection of Merchant Acquisition and Point of Sales for Kerala Bank- reg.****Ref: e-tender notification No _____ - date _____ -for publishing RFP No ____ Dated _____ - by Kerala State co-operative Bank for the selection of Merchant acquisition solution and POS for Kerala Bank**

This is to certify that our company is operational in _____, with its registered office located at _____ (to be filled in with the complete address). We have adequate and well-qualified manpower to efficiently coordinate daily operations and deliver services across Kerala in alignment with the RFP requirements. The details of our technical personnel, including their designations and areas of jurisdiction, are provided below.

Sl. No	Place	Postal address	Contact details of SPOC with contact number & e-mail	Service facilities available (describe)	No. of engineers	Jurisdiction
1						
2						
3						
4						
5						

It is certified that the details furnished above are true to the best of my knowledge and belief and this is the position as on the date of submission of RFP document.

Name & Signature of Authorized Signatory

Date:

Place:

Office Seal

Proforma 13 - Audit certificate

for the last three years along with certificate of Chartered Accountant to prove turnover and profit (To be provided by Bidder)

Place & Date

To
The Chief Executive Officer,
Kerala State Co-operative Bank,
Co-Bank Towers
Vikas Bhavan P.O
Thiruvananthapuram - 695033.

SUB: Turnover and Profit certified by the CA FOR THE KERALA BANK

<<Turnover and Profit details for each of the financial year certified by authorised CA firm in their letter head >>



Proforma 14 -Legal Undertaking

On Stamp Paper Declaring That No Court Cases / Legal Action Is Pending and The Bidder Is Not Blacklisted

To
The Chief Executive Officer,
Kerala State Co-operative Bank,
Co-Bank Towers
Vikas Bhavan P.O
Thiruvananthapuram - 695033.

SUB: RFP for the selection of Merchant Acquisition and Point of Sales FOR THE KERALA BANK

(Ref No _____)

We, _____ - (name and designation) on behalf of _____ having its registered office at _____ - have submitted an RFP document for the KERALA BANK in response to the e-tender notification No _____ - dated _____ for the purchase Merchant Acquisition and Point of Sales through Request for Proposal (RFP) No _____ - dated _____ issued by Kerala State Co-operative Bank.

We are duly authorized persons to submit this undertaking. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We have submitted our Bid in compliance with the specific requirements as mentioned in the RFP.

We have provided with all necessary information and details as required by Kerala State Co-operative Bank through RFP document and shall provide with such additional information as may be required by Kerala State co-operative Bank from time to time.

Neither we nor any of our employee/ director has been barred from providing the services nor we are in negative list/ blacklisted by the Govt., public sector undertakings, Banks, statutory or regulatory or investigative agencies in India or abroad in the last 10 years.

All the information furnished here in and as per the document submitted are true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of the Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/ are never involved in any legal case that may affect the solvency/ existence of our organization or in any way that may affect capability to provide/ continue the services to Bank.

It is further certified that we have not modified or deleted any text/ matter in this RFP.

Dated this _____ day of _____ 2025

Name & Signature of Authorized Signatory

Office Seal



Proforma 15- Legal Undertaking

On Stamp Paper to Certify No Relationship

To

The Chief Executive Officer,
Kerala State Co-operative Bank,
Co-Bank Towers
Vikas Bhavan P.O
Thiruvananthapuram - 695033.

RFP for the selection of Merchant Acquisition and Point of Sales FOR THE KERALA BANK

(Ref No _____)

We, _____ - (name and designation) on behalf of _____ having its registered office at _____ - have submitted an RFP document for the KERALA BANK in response to the e-tender notification No _____ - dated _____ for the purchase of Merchant Acquisition and Point of Sales through Request for Proposal (RFP) No _____ - dated _____ issued by Kerala State Co-operative Bank.

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We do not have any business relationship in the same context with Kerala State Co-operative Bank or any of the erstwhile District Co-operative Banks in Kerala including its directors and officers/staff which may result in exercising influence in the purchase or finalization of RFP. We shall on occurrence of any such event, would immediately inform the concerned authorities about the same. It is further reiterated that any of the office bearers of KSCB or fourteen erstwhile DCCBs or Directors or employees of KSCB or erstwhile DCCBs who have a decisive role in the purchase decision or through awarding of contract are related to our organization in any respect.

We have submitted our Bid in compliance with the specific requirements as mentioned in the RFP.

We have provided with all necessary information and details as required by Kerala State Co-Operative Bank through RFP document and shall provide with such additional information as may be required by Kerala State Co-Operative Bank from time to time.

It is further certified that we have not modified or deleted any text/ matter in this RFP.

Dated this _____ day of _____ 2025

Name & Signature of Authorized Signatory



Office Seal

Proforma 16 - Performance Bank Guarantee

(to be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No _____ date _____

The Chief Executive Officer,
Kerala State Co-operative Bank,
Co-Bank Towers
Vikas Bhavan P.O
Thiruvananthapuram - 695033.

Dear Sir,

In response to e-tender No _____ dated _____ M/s _____ (name of the firm offering Performance Guarantee) having its registered office at _____ (herein after called Bidder) wish to participate in the said bid for the selection of Merchant Acquisition and Point of Sales for the Kerala Bank notified by Kerala State Co-operative Bank having its head office at Co-Bank towers, Vikas Bhavan P.O, Thiruvananthapuram, Pin 695 033.

An irrevocable Financial Bank guarantee (issued by a Nationalized Bank) as Performance Guarantee amounting to Rs _____ (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s. _____ (bidder) having its registered office at _____ has undertaken in pursuance of their offer to The Kerala State Co-operative Bank (hereinafter called as the Beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (name of Bank) _____ (address of Bank) to issue an irrevocable financial Bank guarantee amounting to Rs. _____ (in words _____) valid up to _____ (mention date of expiry which should be minimum of bid validity (72 months)

We, the _____ (Bank name) _____ (Bank address) having our head office at _____ therefore guarantee and undertake to pay immediately on first written demand by The Kerala State Co-operative Bank an amount of _____ (INR) (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the bid or any violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to _____ (mention date of expiry which should be minimum of bid validity (72 months). If any further tender Ref: _____ dated _____ extension of this guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from The Kerala State Co-operative Bank, on whose behalf guarantee is issued.

"Not withstanding anything contained herein above our liability under this Bank guarantee shall not exceed _____(INR) (in words _____)

This Bank guarantees shall be valid up to _____ mention the date of expiry which should be minimum of bid validity (72 months). We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before _____hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us"

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ day of _____ 2025 at _____.

Name & Signature of Authorized Officer

Name of the Bank

Office Seal:



Proforma 17 – Power of attorney for signing of proposal

Know all means by these presents, We, _____ - (name of the firm & the address of the registered office) do hereby irrevocable constitute, nominate, appoint and authorize Mr./ Mrs. _____ (name), son/ daughter/ wife of _____ - and presently residing at _____ who is (presently employed with us/ and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal in response to the Request for Proposal (RFP) document for the selection of Merchant Acquisition solution for the Kerala state Co-operative Bank, but not limited to signing and submission of all applications, proposal and other documents and writings, participate in bidders' and other conferences and providing information/ responses to Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said project and / or upon award thereof to us and/ or till the entering into of the Service Agreement with the Authority.

AND were hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2025

Name & Signature of Authorized Authority

Office Seal

Important points to be noted while submitting BID in response to RFP:

List of additional software required shall be mentioned in the bid and a checklist is to be furnished.

1. All packages may be provided in owned model.
2. Any packages proposed for local installation should be provided with the necessary hardware and support.
3. It is mandatory to provide appropriate integration and interfaces with the core banking and other related application in to the proposed solution.
4. All software packages and end user licenses should be provided in the name of the bank.
5. All the solutions (software) procured as part of this RFP should be in the name of the Bank.
6. Each of the software packages should be quoted separately along with its cost and other relevant specifications.
7. Bank may at its discretion opt to purchase and install selected software packages from the list of software modules listed in the RFP. The payment schedule will be appropriated according to the price quoted against the individual packages
8. The bidder should provide an exclusion list. If any functionality / items indented to be supplied through the RFP is not provided or only partially provided by the bidder it should be clearly mentioned in an exclusion list along with the bid. Any item not mentioned in such exclusion list and stated as short supply elsewhere in the proposal would be treated as omission/ suppression of material information. The consequent loss if any should be borne by the bidder in case the bidder gets selected

Proforma to be submitted as part of Financial Bid

Financial Proforma 1 - Covering Letter for Financial Proposal

(Only letter to be uploaded in prescribed format)

To

The Chief Executive Officer,
Kerala State Co-operative Bank,
Co-Bank Towers
Vikas Bhavan P.O
Thiruvananthapuram - 695033.

Sub: Submission of the Financial bid for selection of Merchant Acquisition and PoS Kerala Bank – reg.

Ref: RFP no. _____ dated _____ published vide e-RFP document dated _____

Dear Sir,

We, the undersigned, offer to supply the Merchant Acquisition & PoS and to provide the Implementation and maintenance services for the Kerala State Co-operative Bank in accordance with your Request for Proposal dated _____ and our Proposal (Technical and Financial Proposals) dated _____, Our Financial Proposal attached is for the sum of _____ (INR _____ inclusive of all taxes).

1. PRICE AND VALIDITY

All the prices mentioned in our RFP document are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <180> calendar days from the date of opening of the financial Bid.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP documents without any variations /deviations.

4. RFP DOCUMENT PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP document.

1. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

2. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in Financial Bid attached with our RFP document.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document.

The vendor should size the hardware for the entire period covered by the RFP. If any deficiency of services or performance bottlenecks are noticed at any point of time, additional hardware components as required to resolve such issues has to be supplied by the bidder at their own cost and should thereafter be supported.

All license will be procured in the name of the Bank for Capex model solutions. If in any software license audit, the software usage is (like under licensing of OS, Database, platform etc.) more than the licensed number, bank may get penalized for additional usage. Please avoid such scenario. In case of such eventualities in addition to the expenses /cost/penalty incurred, the bidder has to pay 100% penalty over and above such amount.

The databases offered should have compatibility with existing systems, properly structured with adequate level of security

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our RFP document is made in good faith, without collusion or fraud and the information contained in the RFP document is true and correct to the best of our knowledge and belief.

We understand that our RFP document is binding on us and that you are not bound to accept an RFP document you receive.

Thanking you,

Yours sincerely,

Authorized Signature with stamp and date

Name and Title of Signatory:

Name of Firm:

Address:



Financial Proforma 2 - Detailed Financial Proposal (DFP)

Name of the Bidder:

Sl# (a)	Item Description (b)	Unit Cost (INR) (c)	Total Estimated volume during the contract period (nos) (d)	Total Cost for contract period in INR (5 years) (e)
1.1	Customer on boarding		20,000	(c x d)
1.2	Monthly Rental charges – POS		1,000	(c x d x 12 x 5)
1.3	Monthly Rental charges – QR & Standies		20,000	(c x d x 12 x 5)
1.4	Monthly Rental charges – Sound boxes		20,000	(c x d x 12 x 5)
1.5	Switching charges if any		4,00,00,000	(c x d)
	Total Cost (TC)			
	TC in words			

[Price to be quoted in INR - exclusive of Taxes].

If the projected volume increases during the contract period, the Bidder shall supply the additional quantity on a pro-rata basis, under the same terms, conditions, and rates.

Date:

Signature of Authorized Official with Seal

DFP to be uploaded in the financial cover.

Total price indicated in BOQ for the contract period should tally with the total of the detailed item wise price in DFP

Financial Proforma 2A-Bill of Quote (BOQ)

Bidders are requested to refer to the e-procurement site BOQ template for the latest template. (Refer Latest BOQ format in the e-tender site)

All the bidders are required to provide costing summary in the BOQ format (format in the e-tender portal) and the details in the format given.

Important Note: The BOQ amount should be tallied with the sum of the amount in the detailed financial proposal (Financial **proforma 2**).

(BOQ - Total cost of all items as per RFP)

Financial Proforma 3 - Man month rate for Additional customization

Sno	Designation	Man month Price Year 1	Man month Price Year 2	Man month Price Year 3	Man month Price Year 4	Man month Price Year 5	Man month Price Year 6
1.	Project Manager						
2.	Design Engineer/ Architect						
3.	Sr. Developer						
4.	Developer						
5.	Sr. Data Base Expert						
6.	Jr. Data Base Expert						
7.	System Administrator						
8.							
9.							
	Total cost in figures [INR]:						

Other documents to prove the eligibility and claim (If any)**Other Proforma - Any other document to prove or support claim for eligibility can be attached****General Directions to Bidders****Statutory and regulatory changes in the Products**

Bidders are expected to deliver statutory and regulatory changes that are required in the product, time to time. With no additional cost to the bank during the contract period.

Renewal of Contract

Renewal of contract will be based on mutually agreed terms and conditions as per industry standards.

If the bidder feels that the functionality is not covered, then bidder has to come up with appropriate solution considering the scope of the project and to be strictly adhering the regulators (RBI, NABARD, etc.) norms. However, the Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

Annexure A – Functional Requirements

RA	Readily Available fully as part of solution
CA	Will be provided as Customization
TA	Will be provided as Third party Solution
NP	Not Possible

- ✓ The list of requirements is indicative, not exhaustive, as the actual requirements will be determined during SRS/gap study phase
- ✓ Note – All the points marked RA, CA & TA are to be made available before go live within the time frame as stipulated in the RFP.

The form has to be filled in all respects. If any row is left blank it will be categorized as “Not Possible” for evaluation purposes.

Sl#	Required Functionalities/features	Nature	RA/ CA/ TA /NP	Remarks
1	Availability of duly certified switch from all Concerned.	Mandatory		
2	Capability] and infrastructure for key injections in a secured environment	Mandatory		
3	Capability to process transactions by VISA, MASTER Card, Rupay Cards, QR (Static and Dynamic), Kerala Bank UP	Mandatory		
4	Capability to process AMEX transaction (any Bank as Acquirer and not AMEX proprietary model)	Non-Mandatory		
5	Capability to accept loyalty, reward cards like Diners etc.	Non-Mandatory		
6	Availability of Technical Team for operation of switch	Mandatory		
7	MMS Module is available	Mandatory		
8	Whether necessary team for developments of newer modules of applications is available	Mandatory		
9	Necessary infrastructure for staging of transactions as per timelines with cards schemes is available	Mandatory		
10	Dedicated team for monitoring transactions and taking actions on such alerts from the risk angle is available	Mandatory		

11	Necessary infrastructure and expertise for deploying all variants of POS Terminals (including soft pos for android & IOS)/ HHT and acceptance of payment applications like QR, UPI, AEPS(Optional) etc. tags and similar solutions	Mandatory		
12	Whether physical isolation of Bank's data is available? if no, please explain in brief how do you ensure security and integrity of Bank's data	Mandatory		
13	Whether privileges and access control are available to various users depending upon their roles and requirements	Mandatory		
14	Requests from Bank for new installations, modifications to existing ones can be offline as well as online	Mandatory		
15	Whether dedicated helpdesk is available. Modes of receipt of complaints could be through toll free number, SMS, E-Mails etc.	Mandatory		
16	Availability of DCC and Multi currency capabilities acceptance	Non-Mandatory		
17	Capability to provide EMI facility	Non-Mandatory		
18	Availability of team for chargeback and related issues in all areas.	Mandatory		
19	Whether DC & DRS Setup is available	Mandatory		
20	Readiness to provide special treatment to (in terms of MDRs on certain categories of card Merchants, revenue sharing, surcharge etc.) on instructions from Bank for certain categories of customers. There can be models wherein revenue is shared with the terminal holders for certain categories of Merchants.	Mandatory		
21	Capability of providing Cash @POS depending upon the category of the location (please refer RBI instructions in this regard wherein limits have been assigned depending upon the tier classification of the location).	Non-Mandatory		
22	Capability of acceptance of payments through Aadhar enablement and Biometrics.	Mandatory		
23	Capability to provide web-based solution i.e. Merchant Management System (MMS) for complaint lodging, MIS, transaction history for	Mandatory		

	Bank resources as well merchant users			
24	Capability to migrate merchants from one Bidder to your system and vice versa.	Mandatory		
25	Necessary capability and infrastructure are available for generating and sharing MIS, providing Dash Board & Data Analytics with Bank as well as terminal holders/ Merchants.	Mandatory		
26	Capability to customize MIS of selected merchants as per Bank's requirement.	Mandatory		
27	Availability of necessary infrastructure to route On-Us transactions to Bank's own switch and capability to customize the switch for On-Us routing.	Mandatory		
28	Availability of sufficient staff in Kerala by the Bidder to support the Merchant Acquiring activities.	Mandatory		
29	Ability to interact and connect with other aggregators	Mandatory		
30	Availability of remote terminal Management tool/ application and its usage.	Mandatory		
31	Sharing of FIRC certificates, input files for processing by GST tax engines which facilitates GST invoices, input files for recon solutions, other regulatory or Bank's requirement which may be required in future etc., at frequencies (frequency will differ for each activity) as decided by Bank. The above list is illustrative not exhaustive.	Mandatory		
32	Bidder to have capability to furnish the Uptime & daily system monitoring Report to the Bank on daily basis and same should be incorporated in the Dash Board also.	Mandatory		
33	Facility for the loan repayment collection	Non-Mandatory		
34	Bidder has to provide the EFRM solution	Mandatory		
35	Bidder has to provide the Payment Gateway	Mandatory		

Note: Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder.

Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Annexure A should be submitted in detail and should be tallied with the summary shown below.

Summary of annexure A

Sl no	Readily Available	Customisable	Third Party	Not Possible
Total				

Annexure B –Technical Requirements

The form has to be filled in all respects. If any row is left blank it will be categorized as “Not Possible” for evaluation purpose.

Sl#	Business Condition	Definition	Type	Compliance (Yes/No)
1.	EMV Certification	The terminal is EMV compliant (minimum standard is EMV 4.3 for L1, L2 and L3).	Mandatory	
2.	PCI Approval	The terminal meets the latest PCI mandates for PCIDSS, PADSS, PCI - PADSS, PCIPTS and PCIPED e.g. PCI 3.x and above.	Mandatory	
3.	Regulatory Mandates	Regulatory Mandates – The terminal meets all the regulatory requirements like PIN prompting, DUKPT/ UKPT, TLE, Key Block etc.	Mandatory	
4.	DES Encryption	Minimum 3 DES Encryption supported	Mandatory	
5.	Data Encryption	1. The bidder should be able to provide end-to- end data encryption at all	Mandatory	

		layers including data at rest and data in motion. Critical information should be masked and not be shared in plain text format.		
6.	Display	LCD Panel for Amount Verification and PIN Entry	Mandatory	
7.	Contactless Cards Certification	VCPS Pay wave 2.1.3 or later or the equivalent contactless Kernel 3. Pay Pass version 3.0 or later any future requirements by Card schemes. Rupay Sparc is important to ensure terminals can be used for accepting NCMC card (national common mobility cards). Bidder should have the capabilities of NCMC Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/ solution as per RUPAY specification and GOI guidelines. Further, Bidder should also showcase the capabilities for MMTS (Multi Model Transit system) so that the capabilities can be used as and when bank requires the same in future.	Mandatory	
8.	Data Encryption	The bidder should be able to provide end-to- end data encryption at all layers including data at rest and data in motion. Critical information should be masked and not be shared in plain text format.	Mandatory	
9.	Switch	Own acquiring Switch or Switching arrangement	Mandatory	

10.	Chip transactions	Transactions performed using chip cards.	Mandatory	
11.	Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	Non-Mandatory	
12.	Keyed transactions	Transactions performed using card numbers entered manually.	Mandatory	
13.	Tap and Pay (NFC)	Transaction performed through Contactless cards	Mandatory	
14.	Scan and pay	Transaction performed through scan and pay	Mandatory	
15.	Online Authorization	Transaction used to authorize whether a card is valid or not and sufficient balance is available for payment.	Mandatory	
16.	Purchase (Sale)	Transaction used to authorize a card and amount	Mandatory	
17.	Refund	This transaction is used to credit the money to cardholder account from merchant account	Mandatory	
18.	Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch	Mandatory	
19.	Cash back/ Cash @POS	This transaction allows cardholder to get cash from merchant.	Non-Mandatory	
20.	Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	Mandatory	
21.	Tip handling	This is mostly used in restaurant merchants to give TIP to Restaurant employees.	Mandatory	
22.	Edit Password	Change password option.	Mandatory	
23.	Edit Terminal ID	Password protected	Mandatory	
24.	Edit Date	To change terminal's date/time manually.	Mandatory	

25.	Software Download Through RTM	Software is downloaded through Remote Terminal Management	Mandatory	
26.	Multi- Application	Ability to run multiple applications like Payments, loyalty, Gift card etc. Without affecting other application's data	Mandatory	
27.	Multi Merchant	Ability to support multiple OEMs in a same application. This is mostly used under EMI	Mandatory	
28.	Retrieval of Charge slip	Solution should provide customers and merchants' facility receipts/ charge slips at least for 1 year to retrieve ARN/ RRN.	Mandatory	
29.	Remote Monitoring	Solution should be able to collect and remotely monitor various operational parameters like device charge, dip and swipe counts.	Mandatory	
30.	Capability to provide Terminal Application Dash Board Web- based Solution	<p>Capability of providing Terminal application to detect and report:</p> <ul style="list-style-type: none"> a) Un-successful transactions on the terminal. b) Sending reversal of un-successful transactions Online instead of piggy backing. c) Closure of batch at the back-end at specific. d) Detecting low signal on the terminal and to provide pro-active advice to the merchant through SMS/ Over phone. e) Capability to provide analytics. f) Capability to handle suspect/ reject batches. g) Capability of providing Dash Board for inventory Management, Complaint Management, MIS, etc. 	Mandatory	

		<p>h) Capability of acceptance of payments through QR on POS terminals</p> <p>Dash Board should provide reports in form of comparison matrices like pie chart, bar graph etc.</p>		
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Note: Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Bidder's response as "No" in respect of Mandatory requirements will lead to Dis-qualification for Technical Evaluation Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Annexure B should be submitted in detail and should be tallied with the summary shown below.

Summary of annexure B

Sl no	Mandatory	Non-Mandatory
Total		

Kerala State Co-operative Bank