



Central Bank of India

Tender Document

Tender Reference Number:CO:DIT:PUR:2016-17:228

For

Implementation of Bharat Bill Payment System on Hosted Model

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1. Invitation for Tender Offer

Central Bank of India invites sealed tender offers (technical offer and commercial offer separately) from the eligible vendors for “**Implementation of Bharat Bill Payment (BBPS)**” for Bank. The Tender document can be downloaded from Bank’s website. Bid related details are given below:

Tender Reference	CO:DIT:PUR:2016-17:228
Fees for RFP Document (non-refundable) by DD/Banker Cheque only	Rs. 5,000/- (Rs. Five Thousand only)
Earnest Money Deposit by Banker Cheque/DD/Bank guarantee	Rs. 1,00,000/- (Rs. One Lakh only)
Availability of RFP document for downloading from the Bank’s website	07/10/2016
Pre-Bid Queries submission Date	14/10/2016
Date, Time and Venue of Pre-bid meeting	17/10/2016 at 15:00 Hrs Central Bank of India, Dept. of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai–400 614
Last Date, Time and Place for receipts of tender offers	04/11/2016 latest by 16:00 Hrs at above mentioned address
Date, Time and Bid Opening	04/11/2016 latest by 16:30 Hrs at above mentioned address
Address for Communication	Dy. General Manager - DIT, Central Bank of India, Dept of Information Technology, First Floor, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai – 400 614
Contact Name and Telephone Numbers	Astt. Manager –IT 022-67123537 Senior Manager-IT, 022-67123529. Chief Manager-IT, 022-67123540
Email Id:	cbstdlychnl@centralbank.co.in smitdlc@centralbank.co.in cmtdlc@centralbank.co.in
Website:	www.centralbankofindia.co.in

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least two working days before the date of the Pre-bid meeting. **Vendors, who furnish the Tender Fees of RFP Document before pre-bid meeting, will be eligible to participate in the pre-bid meeting.**

Fees for RFP document Rs. 5,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of "Central Bank of India" payable at Mumbai and the DD should be **submitted prior** to the pre bid meeting.

If any vendor chooses not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of Rs. 1,00,000/- (Rs. One lakh only) must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the "Technical Offer".

Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

Dy. General Manager - IT

1. INTRODUCTION:

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4600 branches, offices spread across the length and breadth of country. All the bank branches are under Core Banking Solution. It also has a wide network of more than 5300 ATM(s) spread across the country. Bank has completed 104 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB).

Bank has implemented Core banking Solution B@ns24 in all its 4600 plus branches, from Tata Consultancy Services Limited. The ATM switch is running on Electra Card Switch. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations (TCS), SDR (IBM), Financial Inclusion (Integra Switch), HRMS (PeopleSoft) etc.

Central Bank of India, hereinafter referred to as the Bank, has implemented a number of software applications as stated above. Due to business and regulatory requirements many changes are being done to these applications. Changes to the established applications pose various challenges. Furthermore Bank may also implement new applications in future.

3. Eligibility Criteria:

This invitation of bid is open to all bidders, who are in the business of providing IT solution in India, provided they fulfill the minimum qualification criteria as mentioned in [Annexure-I](#).

Only those Bidders who fulfill the above criteria are eligible to respond to the RFP. Non-compliance of any of the criteria will entail to rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Central Bank of India reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidder.

4. SCOPE OF THE WORK

The Bank intends to select a bidder to implement Bharat Bill Payment (BBPS) solution at bidder's Data Centre & Disaster Recovery Centre in India on hosted model for routing the transactions to and from NPCI, originated from the Bank's and other bank's various alternative channels, which are used by its customers. The offered solution should be integrated seamlessly with the all existing alternative channels along with NPCI's setup. The transaction could be initiated via alternate delivery channel or from any bank branch terminal or through payment agent terminal.

All the transaction channels functioning in bank are to be incorporated in the solution provided that includes Internet banking, mobile banking, branch terminal, BC channel, UPI, ATM and Kiosk etc.

Payment modes to include:

Cash | Credit Card | Debit Card | IMPS | Internet Banking | NEFT | Prepaid Card | Wallet | UPI, etc

Payment options to include:

Full | Minimum | Excess | Part | Penalty | Multiple, etc.

In case the channel is functioning through any device like mobile, the bidder may have to co-ordinate with bank existing service provider for integration.

For different transaction channels, the bidder has to develop / incorporate with existing bank transaction API's where ever the same is available for online transactions such as the existing API for Internet Banking transactions being used for Payment Aggregator integration to be used.

The solution should have the facility of payment initiation by bank customer or non-customer both, that may be via any portal having both pre-login (i.e. for non-customer users) and post-login (i.e. for bank customers) feature for payment initiation.

The solution should have the facility to plug/include any new merchant/biller in the system.

The complete scope shall be as defined by NPCI under the following documents related to the working of BBPOU:

1. Annexure-II: BBPS_Technical_Specifications.pdf and Online Message Specifications v11.0.pdf

2. Annexure-III: BBPS-Procedural-Guidelines.pdf

Bank shall provide only the required interfaces with the CBS, Alternate delivery channels to communicate with the BBPS system. All the remaining Software solution, Hardware, Licenses and Network required should be procured, deployed and maintained by the successful Bidder on a hosted model at their Data center (DC) and Disaster Recovery Center (DRC).

The highlights have been mentioned in the [Annexure-X](#) which shall be used for the purpose of evaluation.

Presentation and Demo (POC)

Bidders as part of technical evaluation have to demonstrate Proof of Concept (POC) of their Bharat Bill Payment (BBPS) solution both at their DC and DR. POC will be based on the following conditions:

- i) The cost associated with demonstrating the POC, including provision of Servers, technical resources, will be to the account of the bidder and bank will not bear any cost.
- ii) Cost related to travel cost and boarding cost of the bank officials if any, will be borne by the Bank.
- iii) Bidders who have failed in the POC will automatically stand disqualified technically.
- iv) The scope of the POC will be the complete live demonstration of the Solution required under this RFP.

5.Terms and Conditions

Central Bank of India invites the Vendor's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

5.1 SUBMISSION OF OFFER –TWO BID SYSTEM

Separate sealed envelopes containing Technical Proposal (Technical Bid) and Commercial Proposal (Commercial Bid) should be submitted. Both envelopes should be enclosed in a single sealed envelope. These envelopes should be clearly super scribed as “**Technical Bid – Implementation of Bharat Bill Payment (BBPS)**” and “**Commercial Bid – Implementation of Bharat Bill Payment (BBPS)**” respectively and should be addressed to and submitted at : -

**Dy. General Manager - DIT,
Central Bank of India,
Dept of Information Technology,
1st Floor, Central Bank Building**

**Plot No.26, Sector 11,
Opp. Rly Station
CBD Belapur, Navi Mumbai – 400 614.**

Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

All envelopes must be super scribed with the following information:

- ❖ Name of Bidder
- ❖ Phone/fax numbers
- ❖ e-mail address
- ❖ Offer Reference
- ❖ Type of Offer (Technical or Commercial)

On the Outer cover the following details are also to be mentioned in addition to the above.

5.2 ENVELOPE-I (Technical Offer): (One Copy)

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

*** A soft copy of the completed Technical Offer should be provided in a CD/DVD.**

5.3 ENVELOPE-II (Commercial Offer): (One Copy)

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- ❖ If the outer cover/envelope is not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- ❖ If any inner cover/envelope of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- ❖ If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

5.4 ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors

made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

5.5 LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

5.6 EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, in the presence of the Bidder's representative(s) (maximum two representatives per bidder) who chose to attend, at the time and date mentioned in Bid document on the date and venue mentioned. The bidder's representatives who are present shall sign the register evidencing their presence / attendance.

5.7 FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- I. Index
- II. Covering letter (Annexure – IV)
- III. Technical Offer/Technical bid with Specifications (Annexure –X)
- IV. MAF or letter from OEM. (Annexure –IX)
- V. General Details of the bidder (Annexure –V)
- VI. Commercial Bid (Annexure – VI) (without price related figures)
- VII. Performance Bank Guarantee (Annexure – VIII)
- VIII. Letter for Authorized representative.
- IX. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- X. Valid Demand Draft /Banker's cheque/ Bank Guarantee (Annexure - VII) as EMD.
- XI. Valid Demand Draft / Banker's cheque as Bid price, if tender document is downloaded from Bank's website.
- XII. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.

All Claims made by the bidder will have to be backed by documentary evidence.

5.8 FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in Annexure –VI (with price related figures).

Note: The vendors are requested to quote the cost exclusive of Taxes. Sales tax/VAT, service tax etc., if applicable, will be paid additionally on actuals.

5.9. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a corporate body, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

5.10. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

5.11. CONFLICT OF INTEREST

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

5.12 OWNERSHIP AND RETENTION OF DOCUMENTS

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the selected bidder shall deliver to BANK all documents provided by or originating from BANK and all documents produced by or from or for the selected bidder in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK store, copy, distribute or retain any such Documents.

5.13 DATE OF SUBMISSION

The proposal should reach the Bank on or before the date and time mentioned. The proposals received later than the above scheduled date and time will not be accepted. The e-mail address and phone/fax numbers of the vendor should also be indicated on the sealed cover. The details in both the Bids should be exactly as stipulated and otherwise the offer is liable to be rejected.

5.14 LIABILITIES OF BANK

This RFP is not an offer by the Bank, but an invitation for Vendor responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Vendor(s).

5.15 PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has every right to award the contract even if only two bids are eligible after technical evaluation.

5.16 DATE OF BID EXPIRATION

Proposals must be valid for a minimum of 180days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

5.17 BIDDER INDICATION OF AUTHORIZATION TO BID

Responses submitted by a Vendor to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Vendor's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Vendor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

5.18 GENERAL

5.18.1The successful bidder must adhere to the Information Security policy of the Bank.

5.18.2Vendor should adhere the Regulator's guidelines on these services.

5.18.3Services mentioned in the scope should be hosted by the Bidder in his environment and secured connection to Bank DC should be established by the Bidder at no additional cost to Bank. Bank shall only provide the interface with CBS for posting transactions.

5.18.4Successful Bidders should sign confidentiality agreement and Non-Disclosure Agreement. Vendor should also provide background check confirmation of their on-site resources assigned to work on this project.

Outsourcing clauses

1. The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
2. The vendor should have a well-documented BCP and Disaster Recovery Plan and also security and control practices.
3. The vendor shall provide a non-disclosure and integrity pact.
4. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.
5. The vendor shall disclose security breaches if any to the Bank, without any delay.
6. Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

6. RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the Bank. Violation of this would be a breach of trust and may, inter alia cause the Vendor to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Vendor proposal, or upon request. In case the Vendor is not interested in responding to the RFP, the RFP documents and any appendices (which are collected directly from Bank, other than through website) must be returned to the Bank immediately.

6.1 Proposal Ownership

The proposal and all supporting documentation submitted by the Vendor shall become the property of Central Bank of India.

6.2 Bid Pricing Information

By submitting a signed bid, the Vendor certifies that:

“The Vendor has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Vendor to induce any other bidder to submit or not to submit a bid for restricting competition has occurred”.

6.3 Bidder Status

Each Vendor must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

6.4 Confidentiality

This document contains information confidential and proprietary to Central Bank of India. Additionally, the Vendor will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Vendor, pre-mature termination of the contract, or legal action against the Vendor for breach of trust. No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from the Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited.

6.5 Bid Security

The Vendor is required to submit an interest free deposit towards bid security amount (EMD) by way of a Demand Draft / Banker's Cheque issued by a Scheduled Commercial bank, in favor of "**CENTRAL BANK OF INDIA**" as a part of the proposal.

The said bid security amount (EMD) will be forfeited, if the vendor withdraws his proposal during the period of the proposal validity; or if the vendor, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful vendor(s) will be returned after completion of tendering process. However the EMD of successful vendor will be returned after submission of Performance Bank Guarantee (PBG) as mentioned as per **Annexure-VIII**.

6.6 Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

6.7 Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

6.8 Other General Conditions:

- All responses received after the due date/time would be considered late and would not be accepted.
- All responses by the vendors to this RFP document shall be binding on such vendors for a period of 180 days after the submission of the bids.
- Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- Any technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids
- Each offer should specify only a single solution which is cost- effective and meet the tender specifications and should not include any alternatives.
- The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The vendor shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the vendor shall act expeditiously to extinguish such claims. If the vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the vendor of such claims, if it is made, without delay by fax/e-mail/registered post.
- Plan login and logout will not be treated as transaction.
- One bidder should submit one bid only.

6.9. Bidding cost and other terms:

Bidding cost should include entire cost of software/Hardware/Network equipment/ other allied components etc. and all interfaces with Bank's CBS, Switch etc. and implementation cost.

6.10 LIQUIDATED DAMAGES:

The performance of the vendor shall be judged on the time taken for the implementation of the project and completion of all the functionalities. If the vendor fails to deliver or comply with Bank's requirement within stipulated time schedule from the date of acceptance of Purchase Order, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, or even may recover money from the Bank Guarantee submitted.

6.11 ACCEPTANCE OF ORDER:

Bank has right to cancel the order if the same is not accepted by the bidder within a period of 7 days from the date of purchase order, otherwise it will be considered as accepted. However, Bank has the right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order.

6.12 TAXES:

The prices are exclusive of all Taxes and Statutory levies, excise duty, customs duty etc. Octroi, entry tax which is to be paid by vendor and the same will reimbursed by Bank on production of actual receipt(s).

7. PLACING THE ORDER:

Orders for “**Implementation of Bharat Bill Payment (BBPS)**” shall be placed by the Central Office of the Bank. The vendor shall give acceptance within 7 days from the date of receipt of the purchase order. If the acceptance is not received within 7 days then it will be presumed as accepted. The implementation period is counted accordingly.

However, Bank has right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order.

In case of refusal to accept the offer by the L1 Bidder Bank may offer the contract to L2 Bidder provided it matches the price quoted by the L1 Bidder.

8. PERFORMANCE BANK GUARANTEE:

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the project implementation cost. The Performance Guarantee should be valid for a period of 12 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions

9. Non Payment of Professional Fees:

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

10. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail at the address

mentioned in Bid Detail- Control Sheet Table. Further, at least 3 day's time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website www.centralbankofindia.co.in

11. Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator needs to cover the entire functional and technical requirement as given in Annexure-II and Annexure-III related to BBPS. However for the sake of technical evaluation the items mentioned under Annexure-X needs to be complied by the vendor and minimum marks stipulated therein as per the assessment methodology needs to be satisfied.

The Solution has to be built and provided by the vendor as per NPCI guideline which stands as mandatory requirement. For evaluation the Bidder will have to provide their comments against each of the items mentioned under the Annexure -X. The Bidder shall have to demonstrate the presence of at least 30 out of the 55 items mentioned under Annexure-X sequence No 1.1 to 12.20. If the Bidder doesn't have the setup ready for demonstration the Bidder will have to prove the presence of capability to build and deliver within the project time frame by quoting similar previous project items and proof of implementing and time taken which should be acceptable to the committee.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of professional competence and the price quoted.

Arithmetical errors will be rectified on the following basis - If there is a discrepancy between words and figures, the amount in words will prevail. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid Security may be forfeited.

12. Assessment Methodology

12.1 Eligibility

The eligibility of bidder shall be evaluated against the criteria based on the documents submitted.

12.2 Commercial Assessment (L)

The bidder quoting the lowest TCO shall be declared as L1

Note:

- All licences of the offered tools should be delivered and installed within 30 days from the date of issuance of purchase order.

Once the technical bids received have been evaluated, the bank would short-list the Bidders, who qualify for further evaluation. The bank may request further clarifications, presentations etc.

13. Award Criteria

All the bids, after their evaluation on the parameters mentioned above, would be arranged in descending order. The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the **L1**.

14. TECHNICAL EVALUATION

- a) In the first stage the Eligibility criteria will be verified as per Annexure-I: Eligibility Criteria". There will be no scoring involved in the eligibility evaluation.
- b) The Bidder shall have to demonstrate the presence of at least 30 out of the 55 items mentioned under Annexure-X sequence No 1.1 to 12.20.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/e-mail seeking explanation.
- d) Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.

15. COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and found eligible as per the eligibility criteria, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in Annexure-VI.

Bidder quoting the lowest TCO will be declared as L1.

16. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder/tendered.

17. CONTRACT PERIOD

The contract period for "**Implementation of Bharat Bill Payment (BBPS)**" will be for a period of **five**

years from the date of Agreement. The selected bidder need to execute a **Service Level Agreement (SLA)** with the BANK covering all terms and conditions of this RFP. SLA will cover performance of **“BBPS”**. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month notice without assigning any reasons thereof. Any offer falling short of the contract validity period (Five Years from the date of Agreement) is liable for rejection.

18. SCHEDULE OF IMPLEMENTATION

The implementation of **“BBPS”** shall comprise of covering scope of work etc. under this RFP in totality. The bidder will be required to share the setup developed by them for the implementation of the **“BBPS”** with the Bank. Bidder has to provide all the reports as per formats required by Bank.

The Implementation time lines shall be as following:

1. Hardware, software, Network Connectivity, Testing and certification with NPCI (should start hand in hand with deployment of the functionality) should be deployed **within 45 Days of PO**. Delay shall attract a Penalty of 1 % of the (TCO/5) applicable per week delay beyond 45 Days after PO date. Any Bank level dependencies should be conveyed with proper details and documentation within 1 week of PO date for taking up the development with respective vendors.

19. ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the bidder's DC and DR site. The test will involve installation and commissioning and successful operation of the solution offered. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

20. AUDIT BY THIRD PARTY

Bank at its discretion may appoint third party for auditing the activities of onsite/offsite services and operations of entire services provided to the Bank.

21. PAYMENT TERMS

21.1 No advance payment will be made.

21.2 No payment for implementation will be made.

21.3 Relevant invoices to be raised quarterly in arrears. Payment will be based on unit price quoted per transaction in TCO multiplied by quarterly successful transactions happened in BBPS. Bank shall

pay only for all financial transactions processed successfully. The quarterly successful transaction report submitted by the bidder will be reconciled with Bank's CBS system for financial transactions and only the reconciled transaction will be considered for payment. In case of non-financial transactions the bidder should provide the details in soft copy. Bill fetch transactions performed at any outlet shall be treated as non-financial transaction.

22. ORDER CANCELLATION (TERMINATION)

BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the BANK under the following circumstances:-

22.1 The selected bidder commits a breach of any of the terms and conditions of the bid.

22.2 The bidder goes into liquidation, voluntarily or otherwise.

22.3 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

22.4 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

22.5 If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

22.6 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

22.7 BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

23. CONSEQUENCES OF TERMINATION

23.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that

termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

23.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the selected bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

24. Takeover of the Setup

24.1 Bank shall have the option of takeover of the setup as per mutually agreed terms & conditions. Bank shall have the option of switching over to CAPEX model under which the vendor will have the responsibility to migrate the data, code & systems as per mutually agreed terms & conditions.

24.2 Bank shall also extend the contract period by 2 years based on the requirement and satisfactory performance of the selected bidder on the same terms and conditions. The extension shall be granted in slots of 6 calendar months per extension.

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

25. LIQUIDATED DAMAGES

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week basis.

26. PENALTY

26.1 The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

26.2 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

26.3 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

26.4 The Bank shall implement all penalty clauses after giving due notice to the bidder.

26.5 If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. SLA violation will attract penalties.

If the bidder fails to maintain guaranteed uptime and success percentage of 99.9% on quarterly basis then Bank may impose penalty as per the table below.

Quarterly Uptime	Amount of Penalty
>=99.9 to 100%	No penalty would be deducted
>=99% to <99.9%	5% of amount payable for the quarter
>=98% to <99%	10% of amount payable for the quarter
>=97% to <98%	20% of amount payable for the quarter
<97%	40% of amount payable for the quarter

26.6 Any scheduled downtime will not be considered while calculating penalty.

26.7 The vendor shall provide the escalation matrix for support related issues for Bank and customers. The issue which needs defect fixing at the vendor end should be resolved within maximum 5 (five) working days. Any delay beyond the 5 Working days shall attract a penalty of Rs. 500.00 (five Hundred) per day.

27. DISPUTE RESOLUTION MECHANISM

The Bank and the selected Bidder will have to make every effort to resolve amicably by direct informal negotiation between the respective Project managers of the Bank and the selected Bidder, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank's Project Manager and the Bidder's Project Manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank

respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected Bidder and the Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, claims, 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 failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The cost and expenses of arbitration proceedings will be paid as determined by The Arbitral Tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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 or 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:

- i. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- ii. The expiry of five days after posting if sent by registered post with AD.
- iii. The business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. Arbitration proceedings shall be held at notified, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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.

28. JURISDICTION

The jurisdiction of the courts shall be Mumbai.

29. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

30. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

31. CANCELLATION OF TENDER PROCESS

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.

32. PUBLICITY

Any publicity by the bidder in which the name of the BANK is to be used should be done only with the explicit written permission of the BANK. The bidder shall not make or allow making a public announcement or media release about any aspect of the contract unless the BANK first gives the bidder its prior written consent.

33. FORCE MAJEURE

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

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting

from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

34. CONFIDENTIALITY

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 the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 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.

35. NON-TRANSFERABLE OFFER

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

36. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the BANK. The BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, the BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

37. PRELIMINARY SCRUTINY

BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether

the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

38. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

- The selected bidder shall preserve all documents provided by or originating from BANK and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of BANK in this regard.

Annexure - I: Eligibility Criteria

1. The bidder or the parent company should be a registered company/firm in India as per company Act 1956 or under any other Indian law and Bidder should have implemented / Under implementation the proposed BBPS solution in at least one Commercial Banks/Financial Institute in India in last 1 years.
2. The bidder submitting the offer should have a turnover of minimum Rupees Two Crore during last two financial years, 2014-15, 2015-2016. Bidder should submit copies of the last two financial years' audited balance sheet along with the offer (Not inclusive of the turnover of associate companies).
3. Bidder should have reported net profit in the last two financial years (2014-15 and 2015-2016).
4. If bidder is not the OEM, the bidder should have authorization from OEM Service provider to quote for their products. Also, if OEM is bidding directly, they cannot submit another bid with any SI.
5. Bidder should be in the business of providing Payment System Services / solutions in India.
6. Bidder should have not been black listed by the Central or any of the State Governments in India or any public sector financial Institutions in India at the time of bidding. An undertaking to this effect must be submitted on their letterhead.
7. Bidder should not have been declared as NPA by any of the financial institutions in India during last two years. An undertaking to this effect must be submitted on their letterhead.
8. The bidder should be the owner / certified or authorized agent / reseller / partner of the solution being offered. An undertaking to this effect must be submitted on their letterhead.
9. Bidder should have dedicated staff of at least 20 people for the offered solution in their hosted environment .The strength of dedicated staff of 10 people is applicable for bidder's data center and dedicated staff of 10 people at disaster recovery center (in India). An undertaking to this effect must be submitted on their letterhead.
10. Authorised BBPOU is not allowed to participate in the RFP.

Annexure – II: BBPS_Technical_Specifications.pdf & Online Message Specifications v11.0.pdf
(Refer document)

Annexure – III: BBPS-Procedural-Guidelines.pdf
(Refer document)

Annexure – IV(Tender offer forwarding letter)

Tender Reference No.:

Date:

**Deputy General Manager-DIT
Central Bank of India
Plot No 26, Sector 11,
CBD Belapur, Navi Mumbai - 400614.**

Dear Sir/Madam,

Sub: Your RFP for “Implementation of Bharat Bill Payment (BBPS)”

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **“Implementation of Bharat Bill Payment (BBPS)”** as mentioned in the RFP document forming Technical as well as Commercial Bids being part of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence **Implementation of Bharat Bill Payment (BBPS)** and as per your purchase orders.

In the event of our selection by the Bank for undertaking **Implementation of Bharat Bill Payment (BBPS)**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of Five years effective from the month of execution of Service Level Agreement in favour of the BANK.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of opening of the bid and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand Drafts:

1. DD/Banker's Cheque No. xxxxxx dated xxxxxx for Rs. 5000/- (Rupees Five Thousand only) as Cost of RFP Document &
2. DD/Pay order No. xxxxxx dated xxxxxx for Rs. 1,00,000/- (Rupees One lakh only) as EMD .

Dated this day of 2016

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure-V (Bidder's Profile)

A. PROFILE OF THE BIDDER

- 1. NAME OF BIDDER:**
- 2. Location**
Regd. Office:
Controlling Office:
- 3. CONSTITUTION**
- 4. DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:**
- 5. MAJOR CHANGE IN MANAGEMENT IN LAST THREE YEARS**
- 6. NAMES OF BANKER / S**

B. FINANCIAL POSITION OF BIDDER FOR THE LAST TWO FINANCIAL YEARS

	2014-15	2015-16
Paid Up capital		
Tangible Net worth (Excluding revaluation reserve)		
Total Outside liabilities / Tangible Net worth		
Net sales of company as a whole		
Out of the above Net sales, Net Sales from services		
Gross Profit		
Net Profit (Profit after Tax)		
Growth In Operation (%)		
Growth in profitability (%)		

N.B. Enclose copies of Audited Balance Sheet along with enclosures

C. Proposed Service details in brief

- **Description of service :**
- **Details of similar service provided to banks in India**

Details of Experience in payment Solution
(i)

Name of Bank	Period	
	From	TO

N.B. Enclose copies of Purchase Order(s) as references.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

Annexure –VI (Commercial Bid)

Commercial Bid: Total cost of ownership calculation – under Outsourced Model for 5yrs

Table 1

Sr No (A)	Particulars (B)	No of transaction per month (C)	Transaction cost in Rs. for 5 years (Exclusive of taxes) [Q] = (Rate per txn) X (C) X 12 X 5
1	Cost of on us transactions	3,00,000	
2	Cost of off-us transactions	5,00,000	
		Total [Q]	

Table 2

Sr No (A)	Particulars (B)	No of person days (C)	Total cost in Rs. for 1000 person days (Exclusive of taxes) [R] = (Rate per person day) X 1000
1	Cost of new customizations which are not part of the RFP	1000	

Table 3.

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

Notes

1. Bidders to strictly quote in the format and for periods as mentioned above.
2. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid
3. The price quoted by the bidder should be inclusive of the cost of customization for the features which are stated as Customization required by the bidder.
4. No of transactions per month is for calculation purpose only and not to be considered as a guaranteed volume.
5. Bank shall reimburse the rate per transactions X actual number of transactions happen

during the month.

6. The person day rate is considered for calculation of the TCO

7. The efforts being put in for customization should be justified by the vendor through the FPA (functional point analysis) method and approved by Bank's internal effort estimation committee.

Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation.

Annexure-VII (Format for Bank Guarantee)

BANK GUARANTEE

TO

Whereas _____ having its registered office at _____ (hereinafter called "the Bidder") has to submit its bid dated _____ for the supply and installation of Computer Hardware, Software and Peripherals as specified in Schedule of requirement against Tender Reference NO. _____ (hereinafter called "the Tender")

KNOW ALL MEN by these presents that we _____ having our Corporate Office at _____ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
 - a. Fails or refuse to execute the Contract or the Agreement/Forms as required OR
 - b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, _____ under take to pay to the Purchaser up to an amount of Rs. _____ (Rupees _____ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
2. This Bank Guarantee shall be valid up to _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____. After which the bank shall be discharged from its liabilities.

4. Date this ----- day of ----- 2064 at -----

For and on behalf of ----- Bank.

sd/- -----

Annexure-VIII (FORMAT FOR PERFORMANCE BANK GUARANTEE)

TO,

CENTRAL BANK OF INDIA
MUMBAI

-----,

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400021 (hereinafter referred to as "Purchaser") having agreed to purchase "**Implementation of Bharat Bill Payment (BBPS)**" (hereinafter referred to as "Goods") from M/s ----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the "**Implementation of Bharat Bill Payment (BBPS)**", as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the "**Implementation of Bharat Bill Payment (BBPS)**" as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of "**Implementation of Bharat Bill Payment (BBPS)**" to perform as per the said contract, and also failure of the contractor to maintain the "**Implementation of Bharat Bill Payment (BBPS)**" and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether "**Implementation of Bharat Bill Payment (BBPS)**" has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the "**Implementation of Bharat Bill Payment (BBPS)**" and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);
- ii) This Bank Guarantee shall be valid up to -----; and

- iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----(date of expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2016 at -----

For and on behalf of ----- Bank.

sd/- -----

Annexure – IX (Manufacturer's Authorization Form)

(To be filled for hardware(s) /system software/any other suits, whatsoever applicable separately)

No. _____ dated _____

TO
The DGM-IT
Department Of Information Technology
Central Bank of India
CBD BELAPUR, NAVI MUMBAI-400614

Dear Sir / Madam,
Tender Reference No **CO:DIT:PUR:2016-17:**

We _____ who are established and reputed manufacturer _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Partner /Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the supply, installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully,
(Name)

for and on behalf of
M/s _____ (Name of manufacturer/Developer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.

Annexure – X: Technical Scope & evaluation

All the requirements mentioned below are mandatory and are required to be demonstrated to be eligible.

BHARAT BILL PAYMENT SYSTEM (BPPS) Technical evaluation		Bidder Response (YES/NO)
TECHNICAL SCOPE		
SR NO	SPECIFICATION	
1. INTERFACING		
1.1	BBPOU Interfacing required with BBPCU (NPCI)	
1.2	BBPOU Interfacing required with Agent/Agent Institution	
	ON-US	
	OFF-US	
1.3	BBPOU Interfacing required with Biller/Sub-Billers	
	ON-US	
	OFF-US	
1.4	BBPOU Interfacing required with customers (personal/corporate) for registration	
1.5	BBPOU Interfacing required Sponsor Bank (applicable for OFF-US transaction)	
2. MODE OF PAYMENTS SUPPORTED		
2.1	Cash	
2.2	Debit cards/Credit cards	
2.3	Online/Net-banking (not applicable for physical outlets)	
2.4	IMPS	
2.5	Mobile Banking	
2.6	Prepaid Instruments (Wallets and Cards)	
2.7	UPI	
2.8	CBS Interface for Cash / Transfer / Clearing	
2.9	BC Channel	
2.10	ATM	
3. TRANSACTION TYPE SUPPORTED		
3.1	Integration for ON-US transactions	
3.2	Integration for OFF-US transactions	
4. TYPE OF BILLER INTEGRATION		
4.1	Online Biller (Bill Fetch and Payment Message)	

4.2	Offline Billers (A) (Bill Fetch and Payment Message)	
4.3	Offline Billers (B) (Bill Fetch and Payment Message)	
5. SETTLEMENT PROCESS		
5.1	ON-US	
5.2	OFF-US	
6. REFUND/REVERSAL PROCESS		
6.1	Complete refund and reversal process to be managed by the selected Bidder.	
6.2	End to End Reconciliations to be managed by the selected bidder	
6.3	Refund and reversal files along with MIS report as per Bank's specification to be provided	
6.4	Reconciliation of commission to be managed by the Bidder	
7. INFORMATION SECURITY REQUIREMENTS		
7.1	Security features implementation	
7.2	Compliance Requirements	
7.3	PCI/DSS & PA/DSS Compliance	
8. FRAUD RISK MANAGEMENT		
8.1	SMS/Email alerts at bidder's own cost, Sender ID for SMS communication would be provided by bank	
8.2	OTP validation	
8.3	Internal and external audit	
9. MIS/Reporting System		
9.1	25 Reports will be part of the scope for which the formats shall be conveyed by the Bank as and when required.	
10. Dispute Management System		
10.1	Software solution and related MIS reports	
11. Training		
11.1	Trainer's training program on the solution in various Batches at Mumbai for total of 24 classrooms Hrs. Training material as Soft copy, PPT for presentation, a Video presentation soft copy of maximum 30 Min to be for training purpose.	
12. Other general points		

12.1	Bank requires a robust enterprise wide solution for Bharat Bill Payment (BBPS) to facilitate Bill payment activity through its Branches and Online through its website.	
12.2	The offered solution should be implemented at bidder's Data Centre and Disaster Recovery Centre and should have a separate test set up for DC and DR both.	
12.3	The offered solution should be adhering to NPCI technical and functional specifications (Annexure-II& Annexure-III) and procedural guidelines.	
12.4	Offered solution should be capable of adopting any future regulatory requirement and any new additional functionality.	
12.5	Offered Bharat Bill Payment (BBPS) solution should be capable of working under cluster with high availability network load balancing.	
12.6	Offered Bharat Bill Payment (BBPS) solution should be capable of processing 150 TPS	
12.7	Offered Bharat Bill Payment (BBPS) solution should also facilitate online DC - DR replication and retrieval capability in a seamless manner. The system should have capability for RPO as Zero (No data loss is acceptable) and the RTO is 1 Hour (maximum time within which the system should be made available after the disaster)	
12.8	The solution should be capable of backing up the data for disaster recovery and storing it for regulatory compliance. The complete data backup to be maintained for retention period of 10 years. In case of any need of data for regulatory compliance, it should be made available within maximum 24 hours of the request. Bank may demand for complete data related to any particular transaction data, bill data etc.	
12.9	The offered solution should seamlessly integrate with the Bank's Alternate Delivery channels i.e. ATM, Internet Banking, Mobile Banking, SMS and Bank's CBS, Financial Inclusion gateway, Multi-Function Kiosks, Remittance agencies.	
12.10	The solution should provide the Admin interface for adding / deleting / maintaining Merchants, agents, sub agents etc. The admin should also provide dashboard and performance monitoring statistics. The facility to download reports should be made available in .txt, .pdf, .csv, .xls formats	

12.11	The solution should provide for a customer facing website accessible from Branches and through Internet hosted for Bill payments. The website should be lightweight and accessible easily through VSAT Branches. The website should be multilingual with 11 regional languages + Hindi and English. The website would be initially launched in Hindi and English and remaining regional languages would be enabled phase wise within 1 year of the launch. The website should be PCI/DSS & PA/DSS Complied for payment collection through cards. The SSL certificate with EV (in Bank's Name), URL and public IP shall be procured from reputed vendors and deployed by the selected Bidder at no additional cost to Bank.	
12.12	The offered solution should have direct interface with Bank's CBS without any cost to Bank.	
12.13	Successful bidder should implement any new products changes offered/mandatory by RBI/NPCI during the contract period and other regulatory requirements. Only the changes/enhancements suggested by Bank may be charged via FPA effort estimation method and approved by Bank's internal effort estimation committee in terms of Man days.	
12.14	Offered solution to directly interface with NPCI host, CBS, Mobile Banking, Internet Banking, Bank ATM Switch, MFks, and FI gateway without any middleware .	
12.15	Appropriate network connectivity with adequate bandwidth between Bank DC-DR and Bidder DC-DR or any required cross connection is integral part of scope of this RFP without any additional cost to Bank.	
12.16	All required networking equipment at DC & DR are to be provided by the successful bidder without any additional cost to Bank.	
12.17	Successful bidder has to provide access of their UAT region to test all the deliverables. Bidder has to ensure availability of network connectivity and all dependent entities in place to carry out testing without any additional cost to Bank.	
12.18	One dedicated resource is required in day shift (on all Bank's working days and Bank's working hours to monitor, assist in testing ,demonstration or associated activity as per Bank's discretion and demand without any additional cost.	
12.19	DR drill, scheduled and un-scheduled, will be carried out by the dedicated resource at bidder's DC and all coordination related to smooth switching to be ensured.	
12.20	The bill data to be made available for minimum period of 3 months (90 days) on online MIS interface.	

Note:- Scope of work also includes components, materials, accessories required to render the system being offered in all respects even though every individual item may not have been specifically mentioned in the RFP.	
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The Bidder need to provide their response against each point mentioned above in yes / no.

DOCUMENTS TO BE SUBMITTED

The bidder shall submit the following documents:

1. Bidder's letter addressing to Bank (Annexure-IV)
2. General Details of the Bidder (Annexure-V)
3. Supporting documents in respect of Eligibility criteria and other details as per para-3
4. Commercial Bid (Annexure-VI) – Without Prices
5. Performance Guarantee (Annexure-VIII)
6. Fees for RFP Document (non-refundable) in the form of DD/Banker Cheque
7. Bid Earnest Money in the form of Demand Draft/ Banker's Cheque
8. Copies of Memorandum & Article of Association and Certificate of Incorporation in case of corporate bidder
9. ISO Certification document, if any.
10. Last 2 year's audited balance sheet with profit and loss account statement.

(Documentary evidence should be provided along with technical bid)

-----X-----