

Punjab National Bank



**REQUEST FOR PROPOSAL
FOR IMPLEMENTATION OF COMBINED BILL PAYMENT SOLUTION OF BHARAT BILL
PAYMENT SYSTEM (BBPS) AND NON-BBPS UNDER OUTSOURCED MODEL**

Digital Banking Division
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi - 110 075

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This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources. The Bank Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

TABLE OF CONTENTS

Sl. No.	Subject	Page No
1	General Tender Details	4-5
2	Introduction	6
3	Background And Purpose Of The Project	6
4	Scope Of Work	7-12
5	Instructions To Bidders	13-25
6	Terms and Conditions (Annexure I)	26-30
7	Undertaking By The Bidder (Annexure-II)	31
8	Compliance To Eligibility Criteria (Annexure III)	32-33
9	Bidders Information (Annexure-IV)	34-35
10	Compliance Statement (Annexure-V)	36
11	OSD Authorization Form (Annexure – VI)	37
12	Undertaking For Non- Blacklisted (Annexure – VII)	38
13	Turnover Certificate by CA (Annexure-VIII)	39
16	Technical and Functional Specifications of the Solution (Annexure-IX)	40-47
17	Commercial Bid Format (Annexure-X)	48
18	Performa For Bank Guarantee For Earnest Money (Annexure-XI)	49-50
19	Integrity Pact (Annexure –XII)	51-56
20	Undertaking for Support & Maintenance (Annexure-XIII)	57
21	Undertaking of the Authenticity (Annexure –XIV)	58
22	Performance Certificate (Annexure – XV)	59
23	Certificate of Local Content (Annexure – XVI)	60
23	Checklist (Annexure –XVII)	61

GENERAL TENDER DETAILS**RFP FOR IMPLEMENTATION OF COMBINED BILL PAYMENT SOLUTION FOR BHARAT BILL PAYMENT SYSTEM (BBPS) AND NON BBPS**

1.	Date of commencement of Bidding Process.	21.8.2019
2.	Last date and time for sale of Bidding Documents	12.09.2019 upto 1600 Hrs
3.	Last date and time for receipt of queries from vendors for Clarifications	30.08.2019 upto 1600 Hrs
4.	Date of Pre Bid Meeting for bidders only	06.09.2019 at 1100 Hrs. (subject to change)
5.	Last date and time for Hash submission	12.09.2019 up to 1600 hrs
6.	Last date and time for online bid submission(Re-Encryption)	From 12.09.2019 1701 Hrs to 13.09.2019 up to 1400 hrs
7.	Time for submission of technical supporting document(Hard Copy)	From 12.09.2019 1701 Hrs to 13.09.2019 up to 1400 Hrs
8.	Place of opening of technical Bids	Punjab National Bank, Digital Banking Division, Corporate Office, Plot No. 4, Sector 10, Dwarka, New Delhi - 110 075
9.	Address for communication	As above Tel:- (011)28044621 (011)28044508
10.	Cost of RFP	Rs.10,000/-+18% GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No : 0153002200175716 (16 digits) Imprest account : HO Digital Banking Division *MSME bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
11.	Earnest Money Deposit (EMD)	Rs. 5,00,000/-(Five Lakhs Only*) should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. BG should be valid for six months IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad

		<p>Marg, New Delhi -110 001</p> <p>Account No : 0153002200175716 (16 digits)</p> <p>Imprest account : HO Digital Banking Division</p> <p>*MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.</p> <p>In case of unsuccessful bidder, EMD will be returned after completion of the bid process (without interest).</p>
12.	Contact to Bidders	<p>Interested Bidders are requested to send the e-mail to dbd@pnb.co.in containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, mailing address with Pin Code, Telephone No., Fax No., e-mail address, Mobile No. etc.</p>

Note:

- 1) All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in/login>), would have to register with our e-procurement site timely to avoid last moment issues.
- 2) Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in/login> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidder should immediately contact Bank Helpdesk on telephone number 011- 23765468 or email us at eprocurement@pnb.co.in.
- 3) Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in/login> by using their Digital Certificates of Class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e- tendering process.
- 4) Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid and follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone- No. 011-23765468 or email us at eprocurement@pnb.co.in.
- 5) Bids received after closing of the bid in the e-procurement system will be auto- rejected by the system. Please note that HASH SUBMISSION and BID RE- ENCRYPTION are mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.

6) The commercial bid is to be submitted online only.

1. INTRODUCTION

Punjab National Bank (PNB) is one of the premier nationalized banks in India with a branch network of more than 7000 branches situated all over the country with few branches abroad. The Bank has taken many Digital initiatives in recent years. Leveraging digital adoption has been the slated objective of the bank. Bank also offers its customers all digital channels and offerings at par with the best in industry. These include services like Internet Banking, ATM, POS, Payment gateway, Mobile banking, Kiosks etc.

2. BACKGROUND AND PURPOSE OF THE PROJECT:

Punjab National Bank intends to select a vendor for implementation of PNB Bill Payment System which will function as a tiered structure for operating the Bill Payment system in the country with a single brand image providing convenience of „anytime anywhere“ bill payment to customers.

Bank intends to select a Vendor who can provide a combined bill payment solution for both type of billers i.e. billers on-boarded at Bharat Bill payment System (BBPS) as well as non BBPS billers and cover payments including school fee, tax payment, premium, insurance etc. and any other payments as and when the BBPS system enhances.

The solution must comply with various existing regulatory and technical and procedural guidelines and also those which come into place from time to time.

The solution should have standardized front-end which can take care of all Billers categories and their respective scenarios.

The solution should adhere to latest Procedural Guidelines, Technical Specifications and other guidelines of NPCI (BBPCU), RBI and any other regulatory authority which comes in place time to time. The bidder should provide for all the necessary development and integration required for obtaining certification from NPCI and commissioning of the solution as per timeline set in respective clause.

Punjab National Bank invites bids (Technical bid and Commercial Bid) from reputed Technical service providers for implementation of Bill payment solution at all payment channels of Bank for all categories of billers including BBPS as well as Non BBPS.

3. SCOPE OF WORK

The Bank intends to select a bidder to implement comprehensive Bill Payment solution including Bharat Bill Payment System (BBPS) and non-BBPS bill payments on hosted model for routing the transactions to and from NPCI and other billers, originated from the Bank's various channels, which are used by its customers.

The offered solution should be integrated seamlessly with the all existing payment channels of the Bank. The solution should be capable of handling transactions initiated via alternate delivery channel or from any bank branch terminal or through payment agent terminal.

1. Bidder has to provide a **Single platform** for Bill payment for all types of billers including – BBPS (Bharat Bill Payment system) and **Non BBPS** and any billers directly acquired by the Bank at all the existing payment channels of the bank.
2. The offered solution should provide **seamless customer experience** for all existing channels pre/post login as well as in any new channel introduced in future with Single Sign-On (SSO) functionality.
3. The solution should have robust security system and should have all security features mandated by NPCI or RBI or GOI. The bidder has to ensure that the solution is protected from any vulnerabilities arising out of any kind of security threats.
4. The Bidder should provide a secure, efficient and multiplatform operable bill payment solution to facilitate all types of utility bill payments, other payments including school fee, tax payment etc. and any other payment which is incorporated in BBPS system from time to time. The solution should be available in High Availability mode, along with **DR** and a minimum **uptime time of 99.95 %**.
5. The offered solution should be integrated seamlessly with all delivery channel or from any bank branch terminal like Internet Banking ,Mobile Banking, ATM, ATM switch, kiosks, Financial Inclusion gateway, IMPS, UPI, Payment Gateway, E- wallet, Cash Management system, SMS, E-mail and others channels without any additional cost to bank for both pre and post login.
6. All integration options should be available – Hosted through SSO, SDK or API.
7. The Bidder should provide a standardized approach for biller On-Boarding over Biller Operating Unit (BOU) without any additional cost to bank.
8. The solution should offer multiple payment modes including :

Cash, transfer, Debit Card, Credit Card, Online/ Internet Banking /Mobile Banking, Prepaid instruments (Wallet, cards), Aadhar enabled payment system (AEPS), UPI, IMPS etc. Bill Payment by cheque mode should be provided later on as and when it is required by Bank without any additional cost to bank.

9. Compliance to standards and circulars that will be published from time to time by RBI, NPCI or any other statutory regulatory body in the context of business and operations, audit and scheme compliance, transparency, receipt, etc without any additional cost to bank.
10. Bharat Bill Payment Operating Unit (BBPOU) application should ensure compliance with all requirements under BBPS for end-to-end handling of ON-US as well as OFF-US transactions. Any amendments /changes /functionality suggested by NPCI /MOF/RBI/Regulatory authority with the proposed BBPS Solution shall be added/provided/implemented without any additional cost to the Bank.
11. The solution must be capable of integrating any new channels and modes that may evolve from time to time in consultation with the bank. The bidder has to integrate new delivery channel with Bill Payment Solution without any additional cost to bank.
12. The offered solution must provide all **payment options** including:
Full | Minimum | Excess | Part | Penalty | Multiple, etc.
13. Bill Pay facility should cover all types of billers like Electricity, Telephone, Gas, Water and DTH [via BBPS] and Insurance, Mutual Fund, Credit Card, Mobile Prepaid Recharge, Loan Repayment, School Fee Payment, Donation, Charity, etc. through direct biller connectivity without any additional cost to bank.
14. Bidder will have to handle seamless migration of billers from non-BBPS to BBPS as per NPCI directive as when they happen without customer impact and any additional cost to bank.
15. The solution should have the facility of payment initiation by bank customer or non-customer both, through online channels having both pre-login (i.e. for non-customer users) and post-login (i.e. for bank customers) feature for payment initiation or by Integration with Bank's multiple payment gateway.
16. The solution should have option for disabling and enabling of payment modes. Suppose Bank wants to disable bill payment system through IMPS then there should be an option available for disabling and enabling the same at bank level without any extra cost to the bank.

17. TRANSACTION PROCESSING CAPACITY

- a. The Bill payment solution should have capacity of processing transactions with 99.95 percent uptime and timeout at any stage should not exceed 0.05%.
- b. The solution should have capacity of processing transaction request of approx. 20,000 concurrent customers from multiple channels at any point of time which is expected to increase.

- c. System should be able to perform under high load. CPU utilization must not cross testing beyond acceptable levels (levels setup by NPCI) at any time of processing and stress testing. The bidder has to provide the utility for simulation of load and stress testing as per NPCI guidelines for BBPS.
- d. Daily at our platforms i.e. Netbanking, Mobile Banking (PNB ONE) and Card (E-COM) Number of Biller transactions are 60000 Plus. After Integration of BBPS at our channels we expect 5X no of transactions on yearly basis which will be like 2 Crores.

18. Standards for Risk mitigation

- a. Bidder has to ensure that customers' data is protected. Confidentiality, secrecy and privacy related to their sensitive data (bank details, passwords, card details, PIN etc.) is maintained.
- b. The solution should have the requisite infrastructure for protecting the privacy of customers' data in compliance with the industry standards as applicable, such as ISO/IEC 27001, PCI-DSS and provisions of the Information Technology Act (as amended from time to time).
- c. Adequate steps must be taken to ensure that the provided solution of Bill payment is able to maintain the transaction **data integrity** and the customer information **confidential** at all the time.
- d. Bidder has to provide support related to all type of security like network security, physical security in Bill Payment solution of BBPS and Non BBPS.
- e. Bidder will have to submit CERT-IN Empanelled of Auditor report on Quarterly/Half-yearly basis.
- f. In case of on-boarding of **Agent Institution** of agent, the selected bidder will be responsible for mitigation of risk associated with agency network. The selected bidder will have to suggest the required technical infrastructure at agent outlets to avoid risk associated with outside agency network.
- g. The Bidder has to provide facility of generation of alert through SMS/Email to customer during registration/ payment transaction without any additional cost to bank.

19. Archival Of Data

- a. Bidder has to make required provision in the Bill Payment Solution that database should be secure and encrypted.
- b. Transaction related data should be made available for one year from the date of a transaction in BBPS at any given time and after one year, data should be automatically archived to archived storage system and it should remain there for minimum for 10 years. Archived data should be made available as and when it is required without any problem at no extra cost.

20. Audit of Bill Payment application

- a. BBPCU/NPCI/Bank may conduct/ or engage a third party auditor for auditing of all software, hardware and all other applications used in Bill Payment Solution of the bank. The BBPCU may undergo PCI DSS and PA DSS audit, and if any changes are required to be done in BBPS system of bank, the bidder has to provide the same without any additional cost to bank and changes are done within reasonable time which will be mutually agreed for completion of audit.

21. Standards for Issue, Validation and Verification of Bill Payment Receipts

- a. Bill payment receipt to customer should be generated instantly as per BBPCU/NPCI's standards after the successful completion of a bill payment transaction for ON-US and OFF-US transactions.
- b. Separate receipt is to be generated for each bill if there is more than one bill payment.
- c. The format of the bill payment receipt should comply with the tax regulations as prescribed by the state/ central authorities, e.g. CIN of the BBPOU should be clearly mentioned.
- d. The Transaction Reference number printed on the receipt should be the same as that conveyed to the consumer through SMS after bill payment.
- e. **For payment made at Physical Outlets of Agents:** Upon successful completion of payment made at the BBPS outlet, an instant confirmation of bill payments should be provided to the customer by means of an SMS/ email/ print out as desired by the customer.
- f. For payment made through electronic/ digital channels such as online/ net-banking / mobile, etc. Upon successful completion of payment, an instant confirmation of bill payments should be displayed on the device/ channel used for making bill payment.
- g. The bidder should provide an option of re-generating a confirmation of payment in softcopy which can be printed by the customer.
- h. The standards may be reviewed and revised by NPCI/ BBPCU from time to time and such revisions will be binding on BBPOU (bank), so bidder is required to provide revised payment receipt in physical and electronic receipt, as per NPCI standards without any additional cost to bank.

22. Bidder should provide functionality of View and Pay for Pre-login customer and registration for post-login customers for View and Pay and Auto Pay/ Fetch functionality with SI (Standing Instructions). The registration process should be as per NPCI's guidelines. The user login to be same across all the channel and there should be a provision to select language for receiving SMS for customer during registration.

23. Bidder has to develop the BBPS application in such way that the customer should have the option to select language as English or Hindi for SMSs and alerts are generated according to languages selected by customers and are sent to them without any additional cost to bank. However, if in future any such requirement comes from NPCI, then it must be provided by bidder without any additional cost to Bank.

24. Reconciliation and Settlement

It is responsibility of the Bidder to provide utility/portal for reconciliation and settlement which will be accessible by Bank.

25. Provide Daily and Monthly MIS or as per periodicity decided by the bank or any additional data to Bank as per Bank's requirements without any additional cost to bank.

26. Provide appropriate Escalation Matrix for Resolution of Customer complaints and queries. An automatic End to End Complaint Tracking Mechanism should be implemented where customer will be able to raise complaints by their own and track the process step by step, without any extra cost to the bank.

27. Regulatory compliance: The Bidder should comply with NPCI guidelines specified by NPCI for the Bharat Bill Payment System and must comply the subsequent amendments. The solution should be at all times be compliant with current standards/guidelines issued by RBI/NPCI. In case of any change in the guidelines throughout the contract period, the bidder would have to comply with the same without any extra cost to the bank.

28. All security Vulnerability found during IS audit, RBI audit, Bank audit or any other audit/examination must be complied by the bidder without any additional cost to the Bank.

Specifically for BBPS billers, For BBPS functionality the complete scope as defined by NPCI under the following documents related to the working of BBPOU should be adhered to:

- I. Updated BBPS Technical Specification can be downloaded from.
http://www.npci.org.in/documents/BBPS_Technical_Specifications.pdf
- II. Updated BBPS Procedural Guidelines can be downloaded from.
<http://www.npci.org.in/documents/BBPS-Procedural-Guidelines.pdf>
- III. Front end guidelines can be downloaded from [Front-end guidelines](#)
- IV. Compliance to standards and circulars that will be published from time to time by NPCI in the context of business and operations, audit and scheme compliance, transparency, receipt etc.

29. Biller-OU Module of Bill Payment Solution under BBPS

- I. The solution should provide Biller and Sub Biller/Agent Institution on boarding facility without any additional cost to bank. The solution should be able to provide fee and commission configuration as per category of Biller/Agent Institutions. Integration with billers i.e. as per billers requirement and with channel decided by the Bank.
- II. The Bidder should have pool account management module for various connected biller/sub billers and agent institutions.
- III. Reconciliation and settlement of billers/Agent Institutions on-boarded at banks end and their refund and reversal process to be managed by the bidder and should be done as per NPCI's guidelines without any additional cost to the

- bank.
- IV. The settlement between the Biller OU (Bank) and Biller to be as per the agreed terms and condition between Bank and the Biller.
 - V. The bidder has to proactively co-ordinate with Bank"s team and working in liaison with billers/agent institutions for On-Boarding, technical integration , testing etc. and provide necessary training encompassing all the aspects including using the biller portal ,tracking of transactions etc.
 - VI. Bill Payment solution should have a standardized front end which can take care of all Billers categories and their respective scenario.
 - VII. Other important requirements and features such as Branding, Receipt generation, Complaints, Biller registration is to be taken care of by BBPOU system.
 - VIII. The Bidder should provide for biller portal to be accessible by the prospective billers for the purpose of viewing the total amount, total value of transactions, summary of transactions etc.
 - IX. The Bidder should provide Biller Wise transaction report and Biller performance report for the month/quarter/year etc. as per the bank"s requirement.

INSTRUCTIONS TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favour of authorized person and Power of Attorney/Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents is to be submitted with bid documents.

2. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Punjab National Bank, hereinafter referred to as the purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical 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 the rejection of its bid without any further reference to the bidder. Bidder should strictly submit the bid as per RFP failing which bid will be rejected as non-responsive.

4. LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.

5. AUTHENTICATION OF ERASURES/OVERWRITING ETC.

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

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in , etender.pnbnnet.in/login) and will be binding on all who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

7. CONTACTING THE PURCHASER OR PUTTING OUTSIDE INFLUENCE

Any effort by a bidder to influence the Purchaser in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

8. REVELATION OF PRICES

The prices in any form or by any means should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

9. EARNEST MONEY DEPOSIT

- a) Bidder has to submit the Bid Earnest Money of INR 5,00,000 /- (INR Five lakhs only) either through online mode / Bank Guarantee for a period of 6 months. Bids received without EMD shall be summarily rejected. EMD of unsuccessful bidders will be returned on completion of rate approval process whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee.
- b) No interest will be payable on the EMD.
- c) EMD furnished by all unsuccessful bidders will be returned on the completion of the bid process.
- d) MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to Bank satisfaction.

10. LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder.

11. PERIOD OF VALIDITY

Bids shall remain valid for a period of minimum 6 months from the date of bid submission prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

12. BID CURRENCY

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

13. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid (Part-I)

- Commercial bid (Part-II)

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy along with a copy of confirmation mail of online submission of bid. The supporting documents will have to be submitted in physical form.

The commercial bid will be submitted in only online form. These are to be submitted through our e-Procurement System using their Digital Signature at website **<https://etender.pnbnet.in/login>**. The bid Submitted by the bidder using Digital Certificate is binding on the bidder to the contract.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

i. TECHNICAL BID (Part I)

- The bidder will have to submit the Technical Bid in sealed envelopes, duly super scribing **"RFP for Implementation of Bill Payment Solution for Bharat Bill Payment System and Non BBPS"**
All pages of the bid document must be serially numbered and must be Signed in Full (no initials) by the authorized signatory and stamped by Bidders official seal.
- All the Annexure should be on the letter head of the Bidder except those which are to be provided by third party.
- TECHNICAL BID will **NOT contain any pricing or commercial information at all.** Technical bid documents with any commercial information will be rejected.
- The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid.
- The hard copy of the technical bid shall be typed or written and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
- The authorization for the representative of the bidder for signing the Bid is to be provided through a Board Resolution/written power of attorney accompanying the Bid.
- It is mandatory to provide the technical details in the exact format of Technical specifications and functionality as given in the RFP.
- Bank reserves the right to treat offers, not adhering to these guidelines, as unacceptable.
- All the formats need to be filled in exactly as per the pro-forma given in the Annexure **IX** and any deviation is likely to cause rejection of the bid.

- The Bank shall not allow/permit changes in the technical specifications and functionality once it is submitted.
- The offer may not be evaluated by the Bank in case of non- adherence to the format or partial submission of technical details as per the format given in the offer.
- The relevant product information, version number, printed product brochure, technical specification sheets, documents in support of various certifications wherever applicable as asked for by the bank etc. should be submitted along with the offer. Non-submission or partial submission of this information along with the offer may result in disqualification.
- The supply and successful operation of relevant solution will be the sole responsibility of the bidder. The Bank will not enter into any separate contract for supply of software, support services etc. through any third party.

ii. COMMERCIAL BID(Part II)

Commercial bid will contain only the price offered by the bidder and should be submitted only in online form through Bank's e-procurement system and signed using Digital Certificate by the Bidder so as to bind the bidder to the contract.

14.Pre-Bid Meeting & Pre-Bid Queries.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. Queries not submitted in hard copy will not be responded.

Query should be strictly in the below format and in editable excel sheet which should be filled up properly and sent along with mail as an attachment and also should be pasted on body of e-mail.

Sr. No.	Bidder Name /Company's Name	RFP Page No.	RFP Clause Name & No.	Query	Bank's Response (to be filled by bank's official only)

The queries submitted in email/writing before the fixed date will only be discussed in the pre- Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their

company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company. Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously uploaded on Bank website and submit their queries timely (at least 2 days before the hash submission date) to avoid any last minute issues.

15. SUBMISSION OF BIDS

The bidders shall duly complete the formats of Technical Bid and Commercial Bid and the same will be submitted online through our e-Procurement System using their Digital Certificate at website <https://etender.pnbnnet.in/login>. The bid Submitted by the bidder using Digital Certificate is binding the bidder to the contract.

Bidders are required to also submit the attested true copies of technical supporting documents in physical form duly in sealed cover on or before date and time of bid submission. In case of any variation between physical bid and on-line bid, the contents in the on-line bid shall be valid and acceptable.

All the technical supporting documents should be submitted manually and online both before the final date & time of bid submission at the following address.

The Deputy General Manager

Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/bid should be addressed to Bank at the following address:

The Deputy General Manager

Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may

visit our e- Procurement Site <https://etender.pnbnet.in/login>.

Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.

17. MODIFICATION AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

18. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

19. LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

20. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The purchaser reserves the right to accept or reject any bid and dissolve the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The purchaser reserves the right to accept or reject any technology proposed by the vendor. The purchaser reserves the right to select more than one vendor keeping in view its large requirements.

21. BID OPENING AND EVALUATION

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day. First of all, the EMD of all bidders will be verified. If any EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.

22. Technical Bid Evaluation

- a. After then technical bids will be opened in the presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online and Hard Bound Files) within the stipulated timelines set by the Bank.
- b. Technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.

- c. Bidders satisfying the technical requirements as determined by the bank and accepting the terms and conditions of this document shall be shortlisted for further process.
- d. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
- e. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
- f. The Bidders have to all mandatory features compulsorily without which Bid will be rejected.
- g. Bidders have to provide only following responses against each technical or functional requirement in schedule of requirement (Annexure IX):
 - (i) **A** = Available
 - (ii) **C** = will be provided after customization without additional Cost to the bank.
 - (iii) **N** = Not available and will not be provided
- h. Bidder has to put score against each requirement, as given below, which will be checked while technical evaluation. If bidder has given wrong score by bank will give score as per response given by bidder and this score will be final.

Response	Score
A - Available	5
C - Will be provided after customization without additional cost to the bank	3
N - Not available and will not be provided	0

KINDLY NOTE THAT TECHNICAL SCORE WILL NOT BE DISCLOSED TO ANY BIDDER IN ANY CIRCUMSTANCES, NEITHER AT ANY STAGE OF THE TENDER PROCESS NOR AFTER ITS COMPLETION

- i. In case any requirement (technical or functional) of schedule of requirements is responded as „A” and is not demonstrated or explained by the bidder (on Bank’s request) to satisfy bank then corresponding response would be changed to „N” before calculating score.
- j. Bidder has to score minimum 80% Score in Bill Payment Solution Functional and Technical requirements to qualify for commercial evaluation.
- k. In case minimum score of 80% is not obtained by at least 3 (three) bidders, maximum 3(three) top scoring bidders may be considered eligible for commercial evaluation on sole discretion of Bank.
- l. The evaluation by the Bank will be undertaken by a committee of Officials formed by Bank and its decision is final.
- m. Weightage will be given on the above comment for the purpose of evaluation as the Bank may deem fit.
- n. Scope of work also includes components, materials, accessories, software required to render the system being offered in all respects even though every individual item may not have been specifically mentioned in the RFP.

23. Commercial Bid Evaluation

- a. In the second stage, the COMMERCIAL BIDS of only those bidders will be opened who score minimum 80% marks in the Technical Evaluation Stage. However in case minimum score of 80% is not obtained by at least 3 (three) bidders, maximum 3 (three) top scoring bidders in technical evaluation may be considered eligible for commercial evaluation on sole discretion of Bank.
- b. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- c. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only.
- d. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Thereafter, Bank may hold Reverse Auction in the event of 2 or more bidders are commercially eligible. The procedure for the same is available on our e-procurement website.
- e. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
- f. Bank has the option to negotiate if there is only one eligible bidder after technical evaluation.
- g. Instructions for commercial Bid:
 - Financial Transaction means only successful transaction for both on- us/off-us.
 - Revenue sharing will be on revenue generated per transaction after deducting NPCI charges in case of BBPS and sharing of revenue on MDR received from Merchants in case of Non BBPS transactions.
 - No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
 - 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.
 - No of transactions per month is for calculation purpose only and not to be considered as a guaranteed volume.
 - The bidder to quote total price consist of everything except GST, etc.
 - Bank shall reimburse the bidders ratio from the revenue earned from actual number of transactions happen during the month for BBPS biller and claim revenue sharing on Non BBPS biller on monthly basis.
- h. Price Variation Factor

“If a bidder offering higher prices, higher by more than 40% as compared to the average quoted price (of all technical qualified bidders), the same bidder shall not be called for reverse auction process”. **If due to such price** variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, bank reserves the right to negotiate with the L1 bidder (Bidder offering highest % of revenue share to bank).” Bank has the option to negotiate if there is only one eligible bidder after commercial

evaluation.

24. REVERSE AUCTION

- a) Bank may hold Reverse Auction in the event of two or more bidders are commercially eligible. The procedure for the same is available on our e-procurement website. Base Price, Bid decrement value will be as per Banks Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.
- b) If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- c) After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- d) During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted lowest price (highest % of revenue share to bank) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.
- e) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier*, the contract will be awarded to L1.
- f) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local suppliers quoted price falling within the margin of purchase preference ***, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- g) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.
- h) In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder.
- i) In case L1 bidder does not accept the order, option will be given to L2 subject; L2 should match the price with L1.
- j) In case L2 bidder does not accept the order, option will be given to L3 subject; L3 should match the price with L1.

Note:

*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content**.

**Local Content means the amount of value added in India which shall be the total value of the Item procured (excluding net domestic indirect Taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*** Margin of Purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

25. CLARIFICATION OF BID/OFFER

To assist in the scrutiny, evaluation and comparison of bids/offers, the Bank may, at its discretion, ask some or all bidders for clarifications on the bid made by them. The request for such clarifications and the bidders response will necessarily be in writing.

26. PRELIMINARY EXAMINATION

The Bank will examine the commercial bids to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the Bank.

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

27. LIQUIDATED DAMAGES

If the Bidder fails in timely delivery, installation and implementation of the BBPS/Non-BBPS solution as per the terms of this tender, the Bank shall be entitled to charge penalty/liquidated damages as mentioned in Clause – **Penalties** in the section of "Terms and conditions".

30. USE OF CONTRACT DOCUMENTS AND INFORMATION

The bidder shall not, without the Bank's prior written consent, make use of any document or information provided by Bidder in Bid document or otherwise except for purposes of performing contract.

31. PATENTS RIGHTS

1. The Bidder shall indemnify, protect and saves the Bank against all third party claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks , copyrights or industrial

design rights or such other statutory infringements in respect of solution supplied by the Bidder.

2. The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
3. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible for, including all expenses and court and legal fees.
4. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

32. GOVERNING LAW AND DISPUTES

- a) The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.
- b) If after thirty days from the commencement of such informal negotiations, 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 by formal arbitration .
- c) All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Union Territory of Delhi.
- d) The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Union Territory of Delhi.

34. NO ASSIGNMENT

The contract cannot be transferred or assigned by the Successful Bidder without the prior written approval of the Bank. In case the bank approves, the terms and conditions will be decided by the bank.

35. DELAYS IN THE SUPPLIER'S PERFORMANCE

Delivery of the solution/product and performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank. Any delay in delivery beyond the specified period will result in imposition of liquidated damages and/or termination of rate contract for default.

36. INDEMNITY

The Bidder shall indemnify, protect and saves the Bank against all third party claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights or industrial design rights or such other statutory infringements in respect of solution supplied by the Bidder.

38. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

39. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential

information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank"s data.

40. TERMINATION OF CONTRACT

Bank will review and evaluate the performance of the Bidder on all aspects of implementation of proposed end to end solution. In case the Bank is not satisfied with the performance of the Bidder and/or with the services being provided by the bidder, bank reserves the right to impose penalty on the Bidder or cancel the contract. The decision of the bank regarding quality of services shall be final and binding on the vendor.

41. Banks Right to Accept or Reject any Bid or all Bids

- The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Notification of Award/ Purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank"s action.
- Bank reserves the right to make any changes in the terms and condition of the RFP before submission of bids .
- Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

Date: _____

Place: _____

Signature of Authorized
Signatory

Name of Signatory:

Designation:

Seal of Company

TERMS AND CONDITIONS

1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 days of the award of the tender or within such extended period as may be permitted by the bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 days), the EMD will be forfeited after a grace period of 15 days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

During contract period all the customizations required as per RBI, IBA, NPCI or any other statutory body or Bank proposed for the enhancement or for compliance with the BBPS ecosystem must be provided by the bidder without any additional cost to the Bank.

2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 5 years with option of further extension of contract for another 2 years at the same rate or further negotiated rate, provided services of the bidder is satisfactory and at Bank's sole discretion.

Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

3. PERFORMANCE BANK GUARANTEE

- a) The successful bidder has to furnish a Performance security in the form of Bank guarantee of amount Rs. 10,00,000 /-(Ten Lakh) issued by any reputed scheduled commercial bank in India within one month of award of contract valid for a period of 5 years from the date of award of tender
- b) One Month before the expiry of PBG, successful bidder has to extend the validity of the PBG for a further period of 2 years, and it should be further extended on extension of agreement.
- c) If the Vendor, fails to extend the validity of the PBG, one month before its expiry, Bank reserves the right to invoke the Performance Bank Guarantee.

- d) The Performance Bank Guarantee will be furnished for due performance of the offered solution.
- e) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- f) EMD Money of un-successful bidders will be returned on completion of rate approval process whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee. No interest will be paid on EMD.

4. ACCEPTANCE OF TERMS:

A Recipient will, by responding to the bank's RFP document, be deemed to have accepted the terms as stated in this RFP.

5. DESIGNING AND IMPLEMENTATION PLAN:

Bidders will have to submit a detailed plan for implementation of the project which should include the full scope of the project at the time of submission of technical bid. The bidders are required to carry out the implementation of the project as per the timeline of 3 months (from the date of SLA) to go live with all functionalities as mentioned in RFP. The Bank shall impose a penalty, in case the vendor is unable to meet the delivery timelines.

6. ACCEPTANCE TEST

- The Bank's right to inspect, test and where necessary reject the solution after the solutions demonstration, this shall in no way be limited or waived by reason of the solution having previously been inspected, tested and passed by the bank or its representative.
- In the event of any errors and bugs detected during acceptance testing, resulting in corrective action required by the bidder, the schedule for the acceptance testing will be revised to a mutually convenient date at the cost and expenses of Bidder.
- The Bidder reserves its right to get the solution tested by any consultant/agency of its choice and the bidder will not object to the same.
- The system will be considered accepted only after ATP is completed as per the agreed plan and is duly signed by the Bank and the bidder.
- The final acceptance of the system will be based on successful processing under live operations of projected volume.

7. PAYMENT TERMS:

- No advance payment will be made.
- Relevant invoices to be raised monthly in arrears.
- Payment will be based on Revenue sharing ratio only for successful financial transactions happened in Bill Payment solution. The monthly successful financial transaction report submitted by the bidder will be reconciled with Bank's CBS

system and only the reconciled transaction will be considered for payment.

- Biller on boarding will not be treated as transaction.

8. PENALTY

- a) The Bidder shall perform its obligations under the agreement entered into with the Bank. 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.
- b) The Bank shall implement all penalty clauses after giving due notice to the bidder as under.

Point No	Description	Workaround/ Resolution	Penalty
1.	Non Compliance of regulatory guidelines or Delay in providing functionalities as and when proposed by the RBI, NPCI or any other regulatory authorities during the contract period free of cost.	Will be mutually agreed with the successful bidder.	Rs. 5000 per calendar day from due date.
2.	Inability to provide support or Failure to support application and any critical module on existing operating systems, browsers, devices after the same has been identified and reported. i.e. the due date.	Will be mutually agreed with successful bidder.	Rs. 5000 per calendar day from due date.
3.	Failure to integrate any solution/channel of bank existing or any new .	Will be mutually agreed with the successful bidder.	Rs.5,000/- per calendar day from due date
4.	Delay in Recon and Reporting	Will be mutually agreed with the successful bidder.	Will be defined as part of SLA

- c) The bidder shall have to provide the escalation matrix for support related issues for Bank and customers. The issue which needs immediate fixing at the TSP end should be resolved within a day or two irrespective of working days. Any delay beyond 2 days shall attract a penalty of Rs. 500.00 (five hundred) per transaction. The maximum initial response time should be 03 hours.
- d) If the bidder fails to maintain guaranteed uptime and success rate of 99.95% on monthly basis, then Bank will impose penalty as per the table below.
- e) Penalty will be recovered from the future payable amount as revenue share to bidder.

Uptime	Penalty in % of amount as payable for the last quarter
>=99.95% to <100%	No penalty would be deducted
> 98% to < 99.95%	5
> 97% to 98%	10
> 96% to 97%	20
<97%	50

f). In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order/ cheque payable at New Delhi in favour of the Bank for the same within 15 days from the notice period from the Bank.

9. Subcontracting:

As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP.

Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

10. Online Technical Support

The bidder shall have to provide local, dedicated support for the entire contract period as and when demanded by the Bank. The vendor will also be required to depute one technical resource at corporate office to look after integration and management of the whole system till the completion of the integration of bill payment solution with all channels of Bank.

11. Conflict of Interest

The Bidder who is a BBPOU also, shall not on-board same Biller/Agent Institutions which are on-boarded by PNB under BBPS.

12. The Govt. Of India initiative “Make in India” clause will be fully applicable in finalizing L1 bidder as per clause applicable on furnishing requisite proof by the bidder, subject to bank satisfaction.

Date: _____
Place: _____

Signature of Authorized
Signatory
Name of Signatory:
Designation:
Seal of Company

Annexure-II

UNDERTAKING FROM THE BIDDER

The Deputy General Manager
Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,

New Delhi-110075

Sir,

Ref: Our bid for implementation of Bill payment solution for Bharat Bill Pay as well as non BBPS biller.

We submit our Bid Document herewith

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- Bidder means the Vendor who is decided and declared so after examination of commercial bids.
- The names of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be displayed on the Notice Board of the purchaser at Punjab National Bank, Digital Banking Division, Corporate Office, Plot No. 4, Sector 10, New Delhi-110075.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Annexure-III

Eligibility Criteria for Bidder

The minimum eligibility criteria for the bidder shall be as under:

SL. No.	Eligibility Criteria	Required Documentary Evidence
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1	Registration: Bidder should be a registered company in India under relevant statute in India under Companies Act 1956 since last 5 (five) years as on RFP submission date.	The Certificate of incorporation issued by the Registrar of Companies is to be submitted
2	Turnover: The bidder should have an annual turnover of minimum Rupees 25 Crores per annum during 02 financial years i.e. 2016-17 and 2017 - 2018. (Not inclusive of the turnover of associate companies).	1. Audited Financial Statements for the relevant years to be submitted. AND 2. Annexure <u>VIII</u>
3	Net profit: The organization must have a positive net worth for at least 3 financial years and the company should have earned profit at least in 1 year out of two financial years (2016-17) and (2017-2018).	Both the documents are mandatory
4	Net worth The company must have positive net worth (from Indian operation only) in financial year (2017-18).	
5	Experience: The Bidder should have demonstrated experience of rendering Bill Payment services of BBPS and should be the Technical Service Provider for Bill Payment Solution in at least two banks in India.	Annexure XV
6	The bidder should be an Original Solution Developer (OSD)/ OEM or their authorized representative in India.	Annexure VI
7	Bidder should not have been blacklisted by any Government Authority/PSU bank in India/ IBA / RBI during the last three years.	Annexure VII

8	<p>The Bidder must have an employee base of at least 100 employees.</p> <p>Bidder's staff should have expertise in the area of solution being offered, the staff should be capable of all the end-to-end implementation and integration of the solution.</p> <p>The staff should have the adequate knowledge on concept of banking transaction and reconciliation mechanism.</p> <p>The bidder should have infrastructure and personnel wherever Bank requires to provide local, dedicated support for the entire contract period as and when demanded by the Bank.</p>	Annexure XIII
9	<p>The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor.</p>	Letter of confirmation (self-certified letter)
10	<p>The Bidder should provide bill payment services for at least 25 additional billers in addition to those provided by BBPS. Such billers must include Insurance, Mutual Fund, Credit Cards and subscriptions so as to ensure that current coverage of bill payment services offered by the bank is not limited.</p>	Self-declaration with the list of billing companies

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory: Designation:
Seal of Company

Bidders Information

The Deputy General Manager

Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

Sir,

Ref: Our bid for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS.

With - reference to your RFP for _____ dated _____ (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Company Head Office Address	
4.	Registered office address	
5.	TIN/TAN No.	
6.	GST No	
7.	Authorized Signatory's Name: Designation: Phone: Mobile No.: Email	
8.	Year of commencement of Business	
9.	Whether direct OSD or authorized Dealers/agents.	
10.	Name and address of OSD	

11.	Location of Development Facility.	
12.	<u>Bank Account Detail:</u> Account Number, Account Name, IFSC, Bank Name	
13.	Detail of Tender Fee and Earnest Money Deposited.	
14.	Trade Identification No.(TIN) for VAT	
15.	Trade Identification No.(TIN) for CST	
16.	Specimen Full signature and Initials of Authorized Signatory	
17.	Contact persons address, telephone number, mobile number, Fax Number, E- Mail ID. (give at least 2 contact persons details other than authorized signatory)	

SIGNATURE OF BIDDER WITH SEAL

NAME OF THE AUTHORISED SIGNATORY

COMPLIANCE STATEMENT**DECLARATION**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)	Remarks/ Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).		
Technical Specification	We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company

ANNEXURE- VI

Original Solution Developer (OSD) Authorization Form

Ref. No.

Dated.....

The Deputy. General Manager
HO Digital Banking Division
Punjab National Bank
Sector-10, Dwarka, New Delhi 110075

Sir,

Ref.: RFP for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS

Dear Sir/ Madam,

Wean established and reputable Software Company of.....having offices atand.....do hereby authorize M/s..... (Name and address of Agents) to bid, negotiate and conclude the contract with you against the above RFP.

We hereby extend our full guarantee, warranty and maintenance support as per RFP for the solution offered for supply against this invitation for bid by the above firm.

We assure you that in the event of M/s. not being able to fulfil its obligation as M/s. Service provider in respect of the terms defined in the RFP, (OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours faithfully,

(NAME and Contact detail)

For and on behalf of M/s

(Name of Manufacturer/s)

Note: This Letter of authority should be on the letter-head of the OSD concern who is authorizing the bidder to bid for their product and should be signed by a person competent to bind the OSD.

ANNEXURE – VII

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's Company

The Deputy. General Manager
HO Digital Banking Division
Punjab National Bank
Sector-10, Dwarka, New Delhi 110075

Sir,

Ref.: RFP for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS

Dear Sir/ Madam,

We M/s _____, a company incorporated under the companies act, _____ 1956 with _____ its headquarters _____ at, _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. This declaration is been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized

Signatory Name of Signatory:

Designation:

Seal of Company

ANNEXURE VIII

Turnover Certificate

This is to certify that M/s_____, a company incorporated under the companies act, 1956 with its headquarters at, _____ is having more than Rs. 25 Crore turnover per year for the two years and is having positive net worth in the last financial year i.e. 2017-18.

The last three year Turnover and net worth status are as under:

S.No.	Year	Turnover (in Cr)	Profit/Loss (in Lac)	Net Worth
1.	01.04.2016-31.03.2017			
2.	01.04.2017-31.03.2018			

Dated at ___day of _____2019.

Signature of CA

Name of CA:

Designation:

Seal of Company

Annexure IX

Technical and Functional Specifications for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS

Compliance to Guidelines		
SL No.	Description	Response A/C/N
General		
1*	Bank requires a robust enterprise wide solution for comprehensive Bill Payment solution including Bharat Bill Payment (BBPS) and non BBPS bill payment i.e. a single platform for all types of bill payments through its branches and Online through it all digital payment channels.	
2*	Solution must comply to all BBPS Procedural, Operational and Security guidelines issued by RBI, IBA, NPCI or any other statutory regulatory body at the time of finalization of Functional Specification Document and which come into force from time to time.	
3*	The bidder to provide for all the necessary integration required to obtain certification from NPCI.	
4*	The bidder should provide for development, implementation, installation, integration, maintenance and support for Bill payment solution of Punjab National Bank for both non BBPS and BBPS which includes as Customer operating unit and Biller operating unit of BBPS	
5*	The integration and liaising with the existing vendors, billers/sub-billers, agent institute for the implementation and integration of the solution will be the responsibility of the vendor.	
6*	The solution provider shall implement various features of the message types covering standard message template and the format for all flows and exchanges and specific requirements and expectations from external parties such as BBPCU, Billers, Corporates, etc. as per NPCI.	
7*	The solution should be able to on-board Billers, sub-billers, agents, agent institutions, for the Bank without any cost to the Bank.	
8*	System should provide detailed audit trail of all the activities carried out by various participants on the applications and report option to generate report as per requirement.	
9.*	Hardware equipment's should be scalable to support increased requirements of the Bank.	
10.*	The offered solution should be implemented on complete hosted model with full fledged redirection basis and should have a separate test set up for DC and DR both.	

11.*	<p>The solution shall provide following critical modules as per BBPS Guidelines and NPCI Technical Specifications as well as per RBI/NPCI/Bank.</p> <ul style="list-style-type: none"> • Complaint Management System • Dispute management System • Clearing and SettlementModule • Administration Module 	
12.*	<p>System should provide following types of services/billers:</p> <ul style="list-style-type: none"> • Core Utility Bills like Electricity, Telecom, and Mobile etc. , Prepaid Top Ups like Mobile, DTHetc. • School / Institutional Fees • Insurance premium collection • Government Taxes • Mutual funds SIP • Credit card repayments • Loan Repayments • Donation / Charity payments • Any other services enabled in future by Bank, NPCI, RBI 	
13*	Offered Bill Payment solution should be capable of working under cluster with high availability network load balancing	
14*	One dedicated off-site resource is required to monitor, assist in testing, demonstration or associated activity as per Bank's discretion and demand without any additional cost.	
15*	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.	
16*	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.	
17*	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.	
18*	The solution should provide and administrative module for bank as a dashboard for reports and performance monitoring statistics.	
19*	The offered solution should have direct interface with Bank's CBS without any cost to Bank.	
20*	The bidder should provide for biller portal to be accessible by the prospective billers for the purpose of viewing the total amount, total value of transactions, summary of transactionsetc.	

21	Solution should have facility to send customized notification to customers.	
22	The customer facing application and portal should have the facility to register request, complaints, give feedbacks to the Bank which should be integrated with SMS and Email channels for notification purpose.	
23	Customized acknowledgement message should be sent for user requests, complains, feedbacks to customer without any cost to bank	
24	Facility to refer to friends, invite friends should be provided as a part of the solution for promoting BBPS solution as much as possible.	
25	The solution to have a mandatory FAQ module.	
26	The application to have navigation to educate user about different functionalities on a page. It should be automatically disabled once the user clicks a suitable button (e.g. Got It)	
27*	The facility to add/delete/modify billers should be available. User to be able to add and search biller based on alphabets, names i.e. searching, sorting and filtering of billers should be available.	
28*	The facility to link UPI VPA (Virtual Private Address) should be available.	
29*	Registration based View and Pay and AutoPay functionality should be available. Registration process should be as per NPCI guidelines	
30*	The user login to be same across all the channel.	
31*	An OTP to be sent to the customer's mobile number to validate every modification in the customer profile through the application or the customer portal and for any other process as defined by NPCI without any additional cost to bank.	

Interfacing and Integration

1*	BBPOU Interfacing required with BBPCU (NPCI)	
2*	BBPOU Interfacing required with Agent/Agent Institution/RRB(sponsored by bank)/BC agents – ON-US and OFF-US	
3*	BBPOU Interfacing required with Biller/Sub-Billers – ON-US and OFF-US.	
4*	BBPOU Interfacing required with customers (retail/corporate) for registration	
5*	Interfacing with Billers of non BBPS	

6*	All the payment channels should mandatorily be linked to single master database and should not provide for any concurrent session by the user.	
7*	The payment status should be provided in real time to the user and discrete status should be updated in the database.	
8*	The bill details and bill status to the customer should be available across all the channel irrespective of the channel from which transaction was initiated.	
9*	The offered solution should be integrated seamlessly with Bank's CBS, Financial Inclusion gateway, Kiosks, Alternate Delivery Channels like ATM, Internet Banking, Mobile Banking, USSD, UPI, E-wallet, Cash Management system etc. or any other channel as and when approved by Bank/regulatory authorities. The transaction could be initiated via alternate delivery channel or from any bank branch terminal or through payment agent terminal.	
10*	The solution should provide for integration with both online and offline billers	
11*	The bidder should customize the wireframe and the portal design as per the input from the Bank's BBPS team. In no scenario a ready-made solution with same look and feel as that of any other BBPOU will be accepted.	
12*	The field placement for the solution should be same across all the channels should be same. Solution should provide the user dashboard.	
13*	The solution should mandatorily have help, feedback, logout modules.	
14*	Type of Biller Integration a) Online Biller (Bill Fetch and Payment Message) b) Offline Billers (A) (Bill Fetch and Payment Message) c) Offline Billers (B) (Payment Message)	
15*	Type of transaction supported a) Integration for ON-US transactions. b) Integration for OFF-US transactions c) Integration for NON BBPS transactions	
Payments		
1*	This should cover utility bill payments such as electricity, water, gas, DTH, telecom services, etc. The solution should facilitate collection of repetitive (monthly, bi-monthly, quarterly etc.) payments for everyday services provided by service providers. The bidder should also provide for categories that get covered under BBPS from time to time.	

2*	Mode of Payment supported <ul style="list-style-type: none"> • Cash • Debit cards/Credit cards • Online/Net-banking. • IMPS • Mobile Banking • Prepaid Instruments (Wallets and Cards) • UPI • BC Channel • ATM 	
3*	The commission charged should be clearly displayed to the customer and should be mentioned in the e-receipt and the bill breakup.	
4*	Facility of ad-hoc payments if the same is approved by the biller.	
5*	Facility to view Bill Payment History and facility to download the e-receipt post payment.	
Security		
1*	The solution should adhere to NPCI guidelines for security standards for BBPS	
2*	Communication between the different entities of the ecosystem must be secured and encrypted	
3*	Data transmission with end to end encryption (Standard encryption algorithms with minimum encryption strength of 256 bit) between application/web based solution and other systems of Bank or third party.	
4*	The solution should be PCI/DSS & PA/DSS Complied for payment collection.	
5*	Session time out feature should be available and it should be parameterized (terminate session and automatic log off from application/web portals and administrative portal after lapse of defined period of inactivity).	
6*	The solution shall be assessed for vulnerabilities from INTERNAL IPs to ensure that server is also secured from insider threats. The result of Internal VA/PT shall be submitted to the Bank after the test as and when required by the Bank.	
7*	Audit Log and Application logging as per NPCI. System should provide detailed audit trail of all the activities carried out by various participants on the applications and report option to generate report as per requirement.	
Fraud Risk Management		
1*	Internal and external audit	
2*	SMS and Emails alerts at bidder's own cost, Sender ID for SMS communication would be provided by bank.	
3*	OTP validation	
Customer Complain Mechanism		

1*	End to End Complaint Tracking Mechanism should be implemented where customer will be able to raise complaints by their own and track the process step by step, without any extra cost to the bank.	
2*	The solution should provide for customer complaint inquiry, dispute status inquiry, notification, feedback, fees breakup details etc. to be accessed by billers, branches, agents, administrator etc.	
3*	Facility to view complaint history with present status.	
4*	The bidder should provide for Dispute Management System	
Administrative Modules/MIS/Reporting		
1*	The bidder should provide a monitoring tool in the form of dashboard to Banks' personnel w.r.t transactions & monitoring purpose to provide MIS and various reports as and when required by the bank/regulatory authorities.	
2*	25 Reports will be part of the scope for which the formats shall be conveyed by the Bank as and when required.	
3*	MIS & Reports generation module should be available for administrator (Bank), Billers, Agent Institutes etc. at different levels.	
4*	The Monitoring Portal should have a super user (Administrator) who should have the facility to create sub-administrators/users in bulk or as a single record.	
5*	<p>The Monitoring portal should be able to provide various reports like:</p> <ol style="list-style-type: none"> 1. Daily summary report 2. Uptime report (daily/weekly/monthly) 3. Total number of users registered, denied registration, deregistered, re-registered etc. 4. Password change report 5. Number of users based on region, gender, language preference. 6. User preferences 7. Security breach reports, fraudulent transaction reports, user induced frauds, agents induced frauds etc. 8. Audit trail report of all administrative functions. 9. Biller wise transaction reports (including volume of transactions). 10. Biller performance report for the month/quarter/year. <p>With respect to Risk following reports are mandatory</p> <ol style="list-style-type: none"> a) Suspicious on boarding and registration process b) User activity based reports <p>*List not exhaustive</p>	
Solution logs		
1*	File Log – All transaction has to be logged in to a flat file with a proper delimiter and in encrypted format.	
2*	Database log – All transaction has to be logged in to database with all required data.	

3*	The log content should give enough information of a transaction, which includes type of transaction, amount, and originated front-end type, IP Address, Device ID, Username, Mac ID etc. as and when required by bank.	
4*	The bidder team is responsible for preparing message dumps, logs, error-codes which are required from the solution.	
User Acceptance Testing		
1	The entire Bill Payment solution should be tested for varying network bandwidth, device models (make and screen size), flip/bump, back button and other buttons on the device, stylus, trackball/pad, swipe operations, screen rotation, mobile keys etc.	
2	Based on the UAT observations by the target user base, customization of the application software, if required has to be done by the bidder at no additional cost to the Bank.	
Reconciliation and Settlement		
1*	Reconciliation and settlement to be done as per NPCI's guidelines for BBPS and as per Bank/Biller agreement for non BBPS for both type of transaction a) ON-US b) OFF-US	
2*	Pool account management module for various connected entities a) Agent/Agent Institutes b) Sponsor Bank/RRBs c) Biller Bank	
3*	Complete refund and reversal process to be managed by the selected bidder. Refund and reversal files along with MIS report as per Bank's specification to be provided by the bidder.	
4*	Transaction to transaction and end-to-end Reconciliations to be managed by the selected bidder. Reconciliation file should be generated as per standard BBPS format for BBPS transaction.	
5*	Reconciliation of commission for both BBPS and non BBPS to be managed by the Bidder.	
6*	The settlement between the Biller (of BBPS) and Bank (as Biller BBPOU) to be as per the agreed terms and condition between Bank and the Biller.	
7*	The solution should be capable of generating various inbound and outbound files required for end -to-end reconciliation.	
Disaster Recovery		
1*	Disaster Recovery as per Bank/ NPCI's guidelines.	
2*	The solution should be capable of backing up the data for disaster recovery and storing it for regulatory compliance. In case of any need the Data should be made available to Bank.	

3*	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)	
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Response A/C/N stands for:

A : Available

C : Will be available after customization without any additional cost to bank

N : Not available and will not be provided.

FORMAT OF COMMERCIAL BID

(RFP for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS)

a) Rates are to be quoted as under:

Amount in Rs

Particulars	Amount (INR)
A. Revenue sharing offers by the bidder for BBPS/NON BBPS transactions	Revenue sharing (%) Bank: (%) TSP:

- b) Quoted rate shall be valid for 5 years term of agreement extendable to 2 years on mutually agreed terms and conditions.
- c) Quoted rate shall be exclusive of all taxes including GST.
- d) However, Taxes, if any including GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
- e) No other charges shall be paid by Bank.
- f) Any column left blank by the bidder will result in disqualification of the bid.

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company

Annexure-XI

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank

Digital Banking Division

Sector-10, Dwarka, New Delhi 110075

Dear Sir,

In accordance with your bid for _____

Dated _____ M/s _____ having its registered office at _____ herein after Called „bidder“) wish to participate in the said bid for **Implementation of Combined Bill Payment Solution for BBPS and Non BBPS** An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (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 _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab National 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 against Earnest Money Deposit (EMD) amounting to Rs. _____/- Rupees (in words _____) valid up to.

We, _____ the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. _____ Rupees (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 . If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above

Our liability under this bank guarantee shall not exceed Rs _____ Rupees (in words _____).

This bank guarantee shall be valid up to. 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 _____ 2019 at _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

PERFORMA FOR INTEGRITY PACT

To,

Deputy General Manager,
IT Procurement Department, HO: ITD
Punjab National Bank,
.....
New Delhi

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2019.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at _____ (Hereinafter referred as the Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

..... (Name and Address of the Individual/firm/Company) Through.....
..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for
.....hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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 Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief

Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or 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/Contractor shall not enter with other Bidder(s) 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 cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contract will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

4. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

5. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to

justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the 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 Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has

no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

(vii) The word "IEM" would include both singular and plural.

(viii) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

2. Changes and supplements need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Undertaking for support and maintenance

The Deputy General Manager

Digital Banking Division
Punjab National Bank,
Corporate Office, Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

Reg: RFP for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS

We hereby undertake and confirm that:-

- i) We will provide dedicated SPOC along with All India toll free/ contact number for lodging the complaints and submit the escalation matrix chart.
- ii) We will provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service. The personnel should be of core/regular employee of the Service Provider.
- iii) We will confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Service provider shall manage the activities of its personnel or others engaged in the project, etc and shall be accountable for all the personnel deployed/engaged in the project.
- iv) The Service provider should frame NDA from each of its personnel and submit it to Bank.
- v) In case the performance of the Business Correspondents/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Service provider shall have to replace the said person within the time limits stipulated by the Bank. Where the Service provider fails to comply with the Bank's request, the Bank may replace the said person, Business Correspondent or their agents/employees on its own.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

UNDERTAKING OF THE AUTHENTICITY

The Deputy General Manager

Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

Sir,

Sub: Undertaking of the Authenticity

Ref: RFP for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS

With reference to the Implementation of Combined Bill Payment Solution of BBPS as well as Non BBPS, being quoted by us vide your RFP as mentioned above.

We hereby undertake that all the components / parts / software system used will be authorized and licensed. Also we undertake that while providing all necessary technical integrations and implementation, our solution shall adhere to latest procedural Guidelines, Technical specification and other regulatory guidelines of NPCI(BBPCU), RBI and any other regulatory authority which comes in place time to time.

In case of default / unable to comply with above at any time, we agree that Bank can impose the penalty as prescribed in the SLA for the same.

We hereby further undertake to provide only authorised and licensed and all time fulfilling the guidelines of RBI/NPCI regarding Bharat Bill Payment System.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing bank

The Asstt. General Manager
HO Digital Banking Division
Punjab National Bank Sector-10,
Dwarka, New Delhi 110075

Sir,

Reg.: RFP for Implementation of Combined Bill Payment Solution for BBPS as well as Non BBPS

This is to certify that M/s _____ (Name of the Company) has implemented _____ (Name of the Solution) which is used for combined Bill Payment functionality for Bharat Bill Payment system (BBPS) and Non-BBPS in our bank, originally developed _____ (OEM name) to our organization since _____. The services provided by the M/s _____ are satisfactory. The certificate has been issued on the specific request of the company.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bank

CERTIFICATE OF LOCAL CONTENT

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) 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 with Seal.>

**The Deputy General Manager
Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075**

Dear Sir,

Ref: RFP for Implementation of Combined Bill Payment Solution of BBPS and Non BBPS

This is to certify that proposed _____ <Product details> is having the local content of _____ % as defined in the above mentioned RFP.

This Certificate is submitted in reference to the public procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 28, 2018.

Date: _____

Place: _____

**Signature of
Statutory/Cost Auditor**

Registration Number:

Seal of Company:

Counter-Signed:

Bidder/Original Solution Provider

ANNEXURE-XVII**Checklist**

Sl. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost		
2	Proof of EMD		
3	Terms and Conditions (Annexure I)		
4	Undertaking By The Bidder (Annexure-II)		
5	Compliance To Eligibility Criteria (Annexure III)		
6	Bidders Information (Annexure-IV)		
7	Compliance Statement (Annexure-V)		
8	Undertaking for being the OSD(Original Solution Developer) of the offered Solution (Annexure-VI)		
9	Undertaking For Non- Blacklisted (Annexure – VII)		
10	Turnover Certificate by CA(Annexure-VIII)		
11	Technical and Functional Specifications of the Solution (Annexure – IX)		
12	Format of Commercial Bid (Annexure X)		
13	Audited Balance Sheets & Profit & Loss Statements		
14	Performa for Bank Gurantee for EMD (Annexure XI)		
15	Integrity Pact (Annexure – XII)		
16	Undertaking for support and maintenance (Annexure-XIII)		
17	Undertaking of Authenticity (Annexure-XIV)		
18	Performance Certificate (Annexure XV)		
19	Certificate Of Local Content (Annexure XVI)		
20	Power of Attorney and Copy of Board Resolution		
21	Signed Copy of RFP		
22	Signed Copy of Corrigendum , if any		

Note:

- a) All pages of the bid documents must be signed by authorized person.
- b) All pages of the bid documents should be numbered in serial order i.e. 1,2, 3....
- c) Format for commercial bid to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.

Bank may ask for any other document on its discretion.