



**REQUEST FOR PROPOSAL FOR**

End to End mPOS solution for Merchant Acquiring Business

**Ref: CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017**

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The products and services required, bidding procedures, contract terms and conditions are prescribed in the RFP. The Bidding Documents include:

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End to End mPOS Solution for Merchant  
Acquiring Business



सेंट्रल बैंक ऑफ़ इंडिया  
Central Bank of India

**PART 1: INVITATION TO BID**

Name of the Company	Central Bank of India
Bid Ref No	Central Bank of India, Tender No. <b>Ref: CO:CCD:TXN-BKG:2016-17:7 dated. 20.3.2017</b>
Availability of RFP document for downloading from the Bank's website	20.03.2017
Cost of the tender document	Rs.25,000 (Rupees Twenty Five thousand only)
EMD (Earnest Money deposit) Amount	Rs. 5,00,000.00 (Rs Five Lakhs only)
Pre-bid meeting with Bidder on queries raised (Queries should be made by latest 12.10.2015)	24.03.2017 at 03.00 PM
Last Date and Time for receipt of Bids (Commercial & Technical)	5.04.2017 at 3:00 PM
Date and Time of opening of technical Bids.	5.04.2017 at 4:00 PM
Place of Opening of bids /pre-bid Meeting	Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023.
Address for Communication	Deputy General Manager Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023.  <b>Email:</b> gmccd@centralbank.co.in
Contact Name and Telephone Numbers	Mr. Sandip Kar / Rajeev Gupta Chief Manager / Chief Manager  09930867003 / 9820953148  <a href="mailto:cmdebitcard@centralbank.co.in">cmdebitcard@centralbank.co.in</a> , <a href="mailto:cmittxnbgk@centralbank.co.in">cmittxnbgk@centralbank.co.in</a> ,
Website:	<a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a>

## 1. Background

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4700 network of branches, offices spread across the length and breadth of country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5000 ATM(s) spread across the country. Bank has completed 103 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

## 2. Objective

Bank is looking to create /enhance its mobile Point of sale (mPOS) infrastructure in India to promote electronic transactions. The Bank hereby intends to pre-qualify eligible applicants who have experience in Set up, Manage, Maintain and Operate Merchant Acquiring Business as per scope of work given in the detailed RFP through supply of POS/EDC terminals for next 5 years. The agreement can be extended for additional period of 3 years on mutually agreed terms which is renewable on annual basis. Therefore, Bank invites bids from the established and eligible entities (hereinafter referred to as “Respondents” or “Bidders”) for End-to-End Solution for Merchant acquiring Business through Supply, installation, maintenance and mobile Point of Sales (mPOS) terminal at various merchant establishments on Monthly Rental basis, more particularly described hereinafter in this Request for Proposal (RFP) in accordance with the terms and conditions described herein. Bank may also look for outright procurement of mPOS terminals. However, the installation, maintenance and management of terminals shall be provided by the bidder.

As per market trends, it is envisaged that requirement of, MPoS, shall be in the ratio of given hereunder which may vary in future.

Type of Terminal	Quantities proposed
MPoS (a)	5000
MPoS on capex (b)	2500
Total	7,500 (a)+(b)

- the above quantities are of indicative in nature
- the above quantities may vary based on the business model, customer requirement
- Offers will be obtained for the above proposed quantities as part of tender for selection / commercial evaluation.
- Actual quantities deployment will be based on customer requirement with variation of +/- 30%.
- **Indent will be placed by the bank depending on requirement and in case of total quantity being less than the RFP quantity the same will have to be accepted by the vendor without recourse**

Warranty -All mPOS Terminals procured by Bank shall remain under comprehensive warranty as under :

- 1 years from the date of delivery. The vendor shall be fully responsible for the hardware and software warranty for a period of 1 years of all equipment"s, accessories, spare parts etc. and software installed in the device, against any defects arising from design, material, manufacturing, workmanship or any act or omission of

the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period. In case of repetitive hardware/ software failure (three times in a month) it shall be replaced by equivalent or higher model new equipment by vendor, at no extra cost to Bank. This will include providing the latest patches of software installed in the POS Terminal, Definition update / patch update, upgrade, latest version of the software would be provided by vendor immediately for critical updates at no extra cost to the bank.

- Warranty should not become void if the purchaser buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.

### **ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SUPPORT FOR MPOS PROCURED BY BANK**

- The AMC/ ATS rates for hardware and software will be valid for a period of Four years after expiry of two year"s warranty period. Payment of AMC / ATS will be released in advance on quarterly basis.
- AMC would cover all appliances/hardware components without any exceptions. The Bank will enter into an all inclusive Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) with the selected bidder after the expiry of warranty period of One year. The scope of AMC / ATS will be same as scope of Warranty mentioned in above Para.

### **3. Schedule of Bid submission / Address for communication**

The Bid Document may be downloaded from Bank's Website <http://www.centralbankofindia.co.in/tenders> and the bid should be submitted to the office of Central Bank of India , Transaction Banking Department, Ewart House , Homi Modi Street , 22, Fort Mumbai – 400 023.

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-selection.
- All Bids must be accompanied by Bid Security.
- A refundable bid security of **Rs.5,00,000/-** to be paid by means of a Bank Guarantee / demand draft / pay order favoring "Central Bank of India" payable in Mumbai to be submitted along with the technical bid. The cost of the tender document is Rs.25,000/- and the same may be paid at the time of pre-bid meeting or along with the technical bid in a separate envelope.
- Bank **reserves** the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site.

## Definitions

- In this Contract, the following terms shall be interpreted as indicated:
- “The Bank” means Central Bank of India.
- “Card” means credit card or debit card or any other card i.e. contactless smartcard as per ISO 14443 Type A / B issued by an Issuer.
- “Card Organization” includes VISA, MasterCard, RuPay and any other card organization offering credit, debit or any other card programme to Issuers.
- “Issuer” means a licensee of a Card Organization issuing a Card.
- “The Branches” means various branches / offices of the Central Bank of India, its Associates, Subsidiaries and Joint Ventures located in India and abroad where the equipment/POS Terminal is to be supplied, installed and commissioned.
- “Merchant” shall mean an individual or entity that engages in, or desires to engage in Card Transactions with its customers.
- “The Merchant Establishment” means various Merchant locations/outlets where the mPOS Terminal is to be installed and commissioned as part of Bank’s Merchant Acquiring Business.
- “The Contract” means the agreement entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;
- “Vendor” or “Terminal Vendor” is the successful Bidder/Respondent whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- “The Equipment or Point Of Sale (POS) Terminal” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;
- “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, warranty, maintenance and other such obligations of the Vendor covered under the Contract;
- “TCC” means the Terms and Conditions of Contract contained in this section;
- The Project” means Set up, Manage, Maintain and Operate Merchant Acquiring Business through supply of POS/EDC terminals for next 5 years.

- In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

#### **PART 2: DISCLAIMER**

- a) The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- b) This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- c) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

**PART 3: INSTRUCTIONS FOR BIDDERS (IFB)****TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
	<b>A. Introduction</b>	3.17	Format and Signing of Bid
3.1	General		<b>D. Submission of Bids</b>
3.2	Broad Scope of Work	3.18	Sealing and Marking of Bids
3.3	Consortium	3.19	Deadline for Submission of Bids
3.4	Eligibility Criteria	3.20	Late Bids
3.5	Cost of Bidding.	3.21	Modification & Withdrawal of Bids
	<b>B. Bidding Documents</b>		<b>E. Bid Opening and Evaluation</b>
3.6	Content of Bidding Documents	3.22	Opening of Bids by the Bank
3.7	Amendment of Bidding Documents	3.23	Clarification of Bids
	<b>C. Preparation of Bids</b>	3.24	Preliminary Examination
3.8	Language of Bid	3.25	Evaluation of Bids
3.9	Documents comprising the Bid	3.26	Contacting the Bank
3.10	Bid Form		<b>F. Award of Contract</b>
3.11	Bid Prices	3.27	Post qualification
3.12	Bid Currencies	3.28	Award Criteria
3.13	Documents establishing Bidder's Eligibility and Qualifications	3.29	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.14	Documents establishing eligibility of products & conformity to Bid Documents	3.30	Notification of Award
3.15	Bid Security	3.31	Signing of Contract
3.16	Period of Validity of Bids	3.32	Performance Security



## PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

### A. Introduction

#### 3.1 General

- 3.1.1 Bank is looking to create / enhance its mobile Point of sale (mPOS) infrastructure in India to promote electronic transactions.
- 3.1.2 Central Bank of India invites sealed bids from eligible bidders for End-to-End Solution for Merchant acquiring Business through Supply, installation, maintenance and management of mobile Point of Sales (mPOS) terminal at various merchant establishments on Monthly Rental basis. Bank may also look for outright procurement of mPOS terminals, however, the installation, maintenance and management of terminals shall be provided by the bidder.
- 3.1.3 The selected bidder should supply, install, and maintain the Terminal in its entirety and shall also provide the requisite certifications and support these certifications during the Contract Period etc.

#### 3.2 Requirement Details

Bank intends to avail services of bidder/s to Set up, Manage and Operate Merchant Acquiring Business through mPOS terminals on end to end solution basis on Monthly Rental Model as detailed here under;

- Monthly rent per terminal installed, to be paid to successful bidder, shall comprise of the following;
  - a. Rent of mPOS terminals installed at Merchant location.
  - b. Monthly cost of other services, which shall include all costs like management & maintenance of the terminal, payment application, terminal management application
  - c. Reconciliation and Settlement,
  - d. Risk Management
  - d. supply of required stationary etc. to be provided by bidder as per scope of RFP.
- Bidders or through partner must have their own switch fully certified by concerned agencies for routing of transactions. Bidders have to provide end to end solution to Bank as per "Scope of Work".
- If the switch infrastructure is shared with other Banks/Organizations, security of data to ensured and certify from third party. Bank may conduct third party audit for hardware, software and other components deployed under this contract. Bidder to assist and provided required information / access to conduct such audit. The audit may be conducted quarterly.
- All other cost, and its certification charges by what so ever name it is called, shall be borne by the bidder except Bin Charges to VISA/Master card / NPCI or any other card association or any consumables items viz paper roll etc which shall be reimbursed on actuals.
- All the certification efforts of their switch & mPOS Terminals need to be borne by the bidder except the certification / or any charges applied by the Card associations (VISA/Master card / NPCI or any other network )to the Bank directly for the terminals procured by the Bank.

- Bidder is required to bear Fraud & Risk Liability and provide effective Fraud & Risk management services. Addressing of charge backs if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder.
- All the Banking Services including maintenance of Merchants Settlement account will be provided by the Bank. The final approval of merchant sourced will be of Central Bank of India, which will act as Acquiring Bank by acquiring Card. Present Transactions at Merchant Establishments where MPOS/GPRS/MPoS terminals shall be installed under the scope of this RFP. The Bidder / Service provider may provide the reference of the merchant to the Bank at no extra cost.
- Service Provider, at the sole discretion of the Bank, may be asked to provide services pan India, including rural and semi urban areas.
- As per market trends, it is envisaged that requirement of various type of terminals shall be as under which may vary in future.

Type of Terminal	Quantities proposed
MPoS (a)	5000
MPoS on capex (b)	2500
Total	7,500 (a)+(b)

- The above quantities are of indicative in nature
  - the above quantities may vary based on the business model, customer requirement
  - Offers will be obtained for the above proposed quantities as part of tender for selection / commercial evaluation.
  - Actual quantities deployment will be based on customer requirement with variation of +/- 30%.
  - **Bank may at its discretion place indents for either of the two model CAPEX/OPEX based on business requirements and in case the total indents are for less than the RFP quantity the vendor/bidder will have to accept the same without any recourse**
- Bidders have to quote rates in commercial bid as per Format 6.3.
  - The Bank may exercise its option to buy back the terminals installed by the bidder based on the terminals written down value (WDV) at sole discretion of the Bank at any time during the currency of the contract.

## 3.2 Broad Scope of Work

- ### 3.2.1 The mPOS terminals with solution (Device ,SDK and Payment App) being deployed and related Infrastructure must-
- Be Fully EMV-II compliant (as per latest revisions/Provisions).
  - Be in the approved terminal list of the EMV Companies.

- Be Chip-compliant and capable of PIN acceptance for chip cards
- POS/EDC Terminals must have the facility of LCD screen to display the amount of Transaction.
- Have unique double length Terminal Master Key.
- Be TLE & UKPT/DUKPT Compliant
- Terminals, POS/EDC Infrastructure and service provider should be PCI-DSS compliant as per latest compliance standard released by PCI Council as on the date of RFP.
- Any Card payment application used must be PA-DSS Compliant ( in case applicable)
- Be fully compliant to MoF/RBI/BCA/NPCI directives and upgradable to all future directives of MoF/RBI/BCA/NPCI at no extra cost to the Bank.
- The service provider should be able to deploy NFC (Near Field Communications) terminals consequently its systems should be compatible to process the transactions through NFC cards in near future“.

3.2.2 Bank may also provide terminals being deployed at the Merchant location. In such scenario , bidders is required to –

- Install, maintain the Terminal in its entirety which includes routing of transactions to respective Network.
- Certification of mPOS terminals with VISA/MasterCard/ NPCI /DFS/DINER, (AMEX, if desired by the Bank).

### 3.2.3 Scope of Contract and Deliverables:

- The Bank is inviting offers from Bidders, capable and experienced in all aspects relating to Merchant POS/EDC Acquiring business by deploying EMV-II Compliant MPOS TERMINALS Machines, capable of reading Chip Card and PIN enabled, at their own cost at various Merchant locations across the country and maintains them.
- mPOS/EDC Infrastructure of the service provider should be compliant to PCI - DSS/ PA-DSS standards and as per other specifications given in clause 8.2 above and of reputed companies. The Bidder should disclose the brand, model and manufacturer’s name of the mPOS/EDC Machines to be offered to the Bank and the said mPoS terminals should be currently under operation at least in one schedule commercial bank with trouble free operations.
- The MPOS terminals should be connected to the bidders switch for routing/accounting of transactions and then to the VISA/MasterCard/ NPCI /DFS/DINER, (AMEX, if desired by the Bank) for POS/EDC Transactions. In future if required, bidder to route issuer transactions of Bank, directly to Bank switches.
- Merchant should be able to submit the daily Transactions/Bills online to the bidder for settlement through Batch Settlement Process. The merchant agreement between the Bank and Merchant will provide for safe keeping of the records including charge slip by the merchant.

- The bidder should have the capability to supply and install MPOS terminals, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.
- The bidder should have a Merchant Helpdesk for attending to the queries of the Merchants. Bidder shall also handle the settlement and payment related queries by the Merchants of the Banks.
- Bidders must have direct connectivity to VISA, MasterCard, AMEX, DFS/Diner, NPCI network through Extended Access Server (for VISA), MasterCard Interface Point (for MasterCard), National Financial Switch /Rupay (for NPCI) or other extended connectivity with other card associations.

#### **3.2.4 The Bidder shall comply with / provide confirmation on the following:**

- Should provide network monitoring and ensuring seamless connectivity of POS/EDC machines.
- All the MPOS terminals should be directly connected to the Bidder's switch for providing Switch Services for acquiring transactions. The third party processor switch should be duly certified by VISA/MasterCard/ NPCI /DFS/DINER ,(AMEX, if desired by the Bank) and comply with all administrative formalities and documentation requirements of VISA/MasterCard/ NPCI /DFS/DINER ,(AMEX, if desired by the Bank)
- The transactions would be routed directly to VISA/MasterCard/ NPCI /DFS/DINER, (AMEX, if desired by the Bank) or any other Network as desired by the Bank for all acquired transactions. In future if required, bidder shall route issuer transactions of Bank, directly to Bank switch. The charges, if any, for switch certification that need to be done on the Bank's switch side would be taken care by the bank. The bidder should bear the charges at its own switch side. The communication cost from Bank's data centre to bidders data centre will be borne by Bank, in case of such connectivity requirement arises.
- Bidder to assist Bank in obtaining VISA/MasterCard/ NPCI /DFS/DINER, (AMEX, if desired by the Bank) membership for acquiring and Bank will bear association related charges.
- Financial liability, if any, arising on account of charge back shall be borne by the bidder, all other activities required to be done in case of charge backs shall also be taken care of by the bidder. Bidder shall be responsible for conducting activities like charge back management, re presentment, retrieval, file uploads and download.
- Bidder must ensure that card present transactions are strictly in line with RBI/ MOF/ IBA/ NPCI/ MasterCard/ VISA /AMEX/DFS/DINER or any other card association network guidelines.

- The MPOS terminals deployed by the bidder should be capable of providing value-added services through the terminals e.g. DCC, Mobile Recharge, Bill Payment, E-ticketing, Cash @POS etc., Multi Bank EMI facility as and when required by the Bank.
- If at a later date, the MPOS machines / terminals are available with separate PIN pad to facilitate PIN entry by the Cardholder; such additions shall be made in all the terminals deployed by the bidder.
- Bidder should be capable to deliver any significant changes like Aadhar based authentication on POS/EDC Machines as an additional factor of authentication or any other major up-gradation is required to be made in POS/EDC infrastructure to comply with MoF/ RBI/IBA/NPCI directives in future. Estimates for the POS/EDC Terminals have been made on the basis of market trends which are indicative and may vary in future.
- The bidder should have the facility of charging differential Monthly Service Fee (MSF) rate to merchants for different types of credit / debit cards i.e. classic cards, gold card, platinum cards and diamond cards etc.

### 3.2.5 The deliverables shall include the following:

- Providing end-to-end maintenance and management for the mPOS terminals (terminals provided by Bank / terminals provided by Bidder) including network connectivity and end to end services related to Merchant Acquiring Business.
- Generating the exception reports as required by the Bank and taking appropriate action with the approval of the Bank.
- Generating and sending standard reports and other reports / MIS as required by the Bank from time to time. Sending Daily Transaction Statements to Merchant Establishments (e-Statements).
- Timely escalation to the Bank on exceptions
- Provide mPOS terminal switching services.
- Merchant Set Up and Training
- Handling Charge back issues.
- Replenishment of consumables at merchant establishments.
- Bidder should also provide switching of transactions acquired using PC POS and any such type of medium of card acquisition.
- The bidder should provide all reports daily/weekly/monthly/quarterly /half yearly/yearly as required in formats including merchant payment advice reports and also reconcile all transactions for these POS/EDC machines. The report formats may change as per the requirements of Bank for its own use, RBI/NPCI/MoF/Govt etc., such reports to be provided at no additional cost to Bank. Bidder shall also provide required data for any investigation purpose in a time bound manner.

- Turn Around Time for Installation and repairs of mPoS terminals is as under:

Area	Turn Around Time for attending lead generated by the Bank	Turn Around Time for installation of mPoS terminal after Approval from the Bank	Turn Around Time for repair of mPoS terminal after lodging complaint by the merchant.
Metro and Urban	3 days	2 days	24 hours
Semi-Urban	5 days	5 days	48 hours
Rural	7 days	7 days	72 hours

- The bidder has to ensure that the Product/POS Terminals supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. Further, the bidder has to ensure that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Service Provider that may develop under normal use of the supplied products in the conditions prevailing in India.

### 3.2.6 Responsibility for Completeness :

- The bidder shall ensure that the Solution provided Hardware/Software/Middleware etc. meets all the technical and functional requirements as envisaged in the scope of the RFP
- The bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.
- Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available by the bidder as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.
- The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

### 3.2.7 Responsibilities of the Bank:

- Provide the POS terminals in case Bank desired.
- Provide Acquiring BIN/IIN of NPCI, VISA, ICA of MasterCard and INN of Maestro or any other Card Association.

- Identification / selection of merchants from Bank's existing customer-base/ future customer base.
- To designate a nodal officer who will be the single point of contact for the service provider.
- To transmit the merchant information through a mutually agreed mode and format to enable the service provider to set up the merchant in its system on agreed terms.
- To finalize the format of the settlement file.
- To credit on a daily basis the settled amounts of merchants based on the settlement file provided by the service provider.
- To act on risk mitigation advisory from service provider.
- Certification of Bank's BIN on switch of Bidder by MasterCard and NPCI, VISA etc.

### 3.2.8 Responsibilities of the Bidder:

- To settle POS/EDC transactions pertaining to merchant establishments enrolled with Central Bank of India with NPCI, VISA, MasterCard or any other Card Association.
- The bidder should ensure that the merchant is able to submit the daily transactions/bills online to them for settlement.
- Development, maintenance, customization and periodical up-gradation of terminal application software.
- Certification of acquiring host by MasterCard, NPCI, VISA or any other Card Association etc.
- VAP/MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard, NPCI, VISA etc. periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- Periodical certification of the hardware, software and application of POS/EDC terminal as is considered necessary.
- Purchase, storage, insurance, repairs and maintenance of POS/EDC terminals
- To keep EDC machines, POS/EDC Infrastructure updated with the directives/ guide lines of regulators and Bank Card Association & Hosting of Merchant Management Software and its hardware in a secured environment.
- Sensitizing the Bank Officials on various aspects of Merchant Acquiring Business.
- Board Merchants along with all techno-commercial details in the Merchant Management Software.
- Prepare a risk profile of the merchant, performing TRACE/NMAS/MATCH etc for merchants.
- Undertake terminal installation, activation and management.
- Conduct merchant training on an ongoing basis.
- Supply consumables to merchants based on requirement.
- Undertake POS/EDC terminal maintenance, repair or replacement as required for the terminals provided by the Bidder.
- Undertake POS/EDC terminal maintenance for the terminals procured and provided the Bank.
- Arrange for Network Access Connectors (NACs).
- Develop interface between POS/EDC terminals and service provider through established network.
- The Bidder shall comply with/provide confirmation on provision of network monitoring facility and ensuring connectivity of POS/EDC machines.
- Provide Merchant help desk support for attending to the Merchants' queries and a web based portal for lodgment of complaints to the Merchants.

- Ensure smooth back-end transaction processing viz., capturing of transaction from POS/EDC terminals, routing it to issuer through VAP/MIP/NPCI or any other Card Association, obtaining response from issuer and transmitting back the response to the merchant.
- Maintain record of all successful and unsuccessful transactions logs in a secure environment.
- Process settlement files from MasterCard/VISA/NPCI or any other Card Association etc. with the transaction record and service charges applicable with respective entity
- Reconcile settlements including charge-backs, re-presentments, pre-arbitrations and arbitrations etc. as laid down in the rules for this purpose.
- Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment.
- Undertake dispute management, grievance redressal etc.
- Provide daily Merchant wise settlement report to enable the bank to credit monies to the respective merchants as per agreed terms.
- Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports, negative balance reports as required by the Bank to be sent to Bank branch managers and others as may be required from time to time.
- Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.
- Service Provider has got trained and experienced personnel as to enable Service Provider to fully perform the contractual obligations arising under this agreement and Service Provider has verified the antecedents/performed background checks of such personnel as per the RBI guidelines before engaging them in providing, supporting and/or executing any services under end-to-end solution for merchant acquiring business. Further, Service Provider will do re verification check after every two years the background of such personnel as per RBI guidelines.
- The service provider may procure the services of local vendors/ sub-contractors, with the explicit permission of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software that should be required by them. The service provider will be solely responsible for under or non-performance and deficiency of services of such third party bidder(s).
- No payment will be made by the Bank to the third party bidder(s) for their services. The service provider shall enter into agreement with such bidders and provide a copy of such agreement to the Bank. The agreement between service provider and local vendors/sub-contractors should explicitly include a clause regarding confidentiality/integrity/availability of data and other information related to business


### 3.3 Consortium

In case the bidder/ group company is not having certain capabilities sought in tender, it can still participate in tender provided the bidder should have prior agreement and arrangement with those parties having relevant capabilities/ expertise. Such agreement should be with not more than two parties and should have been entered into before the due date of tender submission.

Any service issue arising out of such arrangement will be in the domain of successful bidder and the Bank will not have any responsibility towards the third party activities/ performance. List of parties proposed to be engaged to be furnished along with the bid.

In case of Joint Bid, all terms & conditions shall be applicable on all the co bidders and they will be liable/ responsible jointly as well as severally.





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### 3.4 Eligibility Criteria

Due to the complexity of the business and operation of POS/EDC terminals, only bidders who qualify on each and all of the below mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the below requirements.

S. No	Eligibility Criteria	Documents Required
1.	The Bidder/Group Company should have been in Merchant Acquiring Business in India for at least two years as on date of RFP.	Certificate of Commencement of Business/ copy of first order.
2.	During the last two audited financial years viz., 2014-15 and 2015-16 ( if 2015-16 is not audited, then 2013-14 should be considered ), the bidder should have minimum annual Turnover of Rs. 15.00 crores (Rupees Fifteen Crores only) and Rs. 30.00 Crores (Rs. Thirty Crore only) in case of joint bidder (i.e. Billing to the companies for which they have been working) from POS / EDC ( Electronic Data Capture ) business	Copy of audited financial statements (P/L & Balance sheet) for last two financial Years should be submitted alongwith the undertaking regarding PoS business.
3.	Shall have positive net worth in the last two financial years as above	
4.	No Bidder solely or jointly shall submit more than one Bid for the Project.	Self-certificate indicating that only one bid has been submitted
5	The bidder should have experience of working with at least one scheduled commercial bank for more than One years in India in POS terminal / MPoS Terminal / Pin-Pad deployment, processing, operations and management thereof in terms of NPCI/VISA/MasterCard or any other Network guidelines. The bidder should also have the capability to provide the above services for AMEX.	Give experience certificate from the related Bank.
6	The Bidder should have installed and be maintaining at least 1000 POS terminals and 100 mPOS / Pin-Pads in scheduled commercial banks on Pan India basis.	Attach copies of orders or experience letter on bank letter head.
7	The Bidder should have a set-up in India for operations / back-office processing of merchant acquiring transactions and should have managed Base II processing for minimum one Bank.	The operations set up/ back office details are to be Provided and experience letter on bank letter head
8	The bidder should have the capacity to provide end-to-end solution (from merchant acquiring stage to transaction, settlement, reconciliation etc.) for acquiring business to the Bank through PoS terminals and/or MPoS Terminals. This will include among others deployment and maintenance of PoS/mPoS terminals with time to time updating thereof, transactions/ authorization /settlement/ operations, reconciliation, resolution of charge back issues and complaints, online monitoring & marketing of PoS terminals on behalf of the Bank. The bidder should have the capacity for time to time updating as per requirement of the Bank/regulators and should also have arrangement for training to the merchants.	Describe the technological & other Capabilities as per Annexure

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9	The bidder should host the solution in a PCI-DSS compliant data centre as on date and should provide the details of such certifications as on date of bid submission	Copy of the certificate to be provided.
10	The bidder should be preferably Original equipment manufacturer (OEM). If not, then the bidder should be an authorized representative of OEM or should have tied up arrangement with a manufacturer of mPOS terminals. The tie-up arrangement must be prior to the date of submission of bid.	Detail of the arrangement and attach a letter from the supplier.
11.	<p>Preferably, entire activities should be managed / provided by the bidder. However, the following activities should invariably be handled and provided by the bidder/s themselves:</p> <ul style="list-style-type: none"> <li>• Authorization of the Transactions.</li> <li>• Processing</li> <li>• Settlement</li> <li>• Reconciliation</li> <li>• Installation of terminals</li> </ul> <p>And if any activity apart from above to be outsourced, detail thereof should be given.</p>	Give complete details. Include the names of the vendors to whom some Services will be outsourced.
12	The bidder is required to provide support at all centres where Central Bank of India is having offices / branches – existing as well as in future.	List the existing service centres and attach undertaking to provide support at all centres where Bank is having offices / branches – existing as well as in future.
13.	The bidder and OEM should not be currently black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	Self-Certificate
14.	The Bidder should have its own Switch, if not then the bidder should have tie up arrangement with Switch Service Provider, certified for credit & debit card acquiring business by VISA/ MasterCard/ NPCI and AMEX (if required by merchant/Bank) and also the bidder/Switch Service Provider should be a registered third party processor/ member service provider (TPP/MSP) for VISA/ MasterCard and NPCI with requisite experience stated at eligibility clause no. 5. The bidder/Switch Service Provider should own/have requisite valid licenses to do the Merchant Acquiring Business. All the POS Terminals should be directly connected to the bidder's switch/Switch Service Provider for providing switch services for acquiring transactions.experience stated at clause no. 5. The bidder should own/have requisite valid licenses to do the Merchant Acquiring Business. All the POS Terminals should be directly connected to the bidder's switch for providing switch services for acquiring transactions.	Proof in this regard to be submitted

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15.	Merchant Management Software for mPOS terminals and Software Processing platform in house and the infrastructure should be in use for/by at least one Scheduled Commercial Bank in India for switching PoS	Declaration to this effect has to be Declaration to this effect has to be submitted by the bidder. Letter from one public sector / commercial bank has to be Submitted.
16.	The bidder should have both primary and DR centre fully audited and compliant to VISA/ MasterCard/ NPCI or any other Card Association guide lines.	The Bidder has to submit the audit Certificate for 2016.
17.	The Bidder / Switch Service Provider should have VAP / MIP / NFS connectivity in its data centre to provide the necessary connectivity to the Bank for routing VISA/Master Card/ NPCI tor any other Card Association transactions respectively. Bidder should have experience of "Fraud and Risk" Management for POS Acquiring business with at least one scheduled commercial Bank.	Bidder has to provide related details
18.	<p>The following capabilities needs to be available as part of Risk and Fraud Management.</p> <ul style="list-style-type: none"> <li>• Transactions monitoring in Real time/Near Real time through an automated rule engine.</li> <li>• Merchant Helpdesk 24x7x365 for attending to the queries of the terminal/machine, merchants, settlement &amp; payment related queries. Service Provider should have the merchant helpdesk for attending the queries of the merchants for transactions happen between 9AM-9PM. Between 9PM to 9 AM, the calls to be managed through automated voice response system.</li> <li>• Expertise in identification of changes in market trends, merchant behavior patterns.</li> <li>• Capability to hold the merchant payments in case of suspicion.</li> <li>• Expertise in creation of rules and implementing the same with minimum false positive ratios.</li> </ul>	Bidder should provide experience letter on letter head
19.	The bidder should also have the capability to provide DCC (Dynamic Currency Convertor) facility.However , it is Banks discretion to enable the same. All the certification efforts of their switch & mPOS Terminals need to be borne by the bidder except the certification / or any charges applied by the Card associations (VISA/Master card / NPCI or any other network ) to the Bank directly .	A note on functionality to be submitted.
20.	The bidder shall offer contact less (NFC) based mPOS terminals.	Shall submit technical documentation.
21.	mPOS Infrastructure supply & management shall comply with RBI/Govt/NPCI guidelines from time-to-time.	A technical compliance note
22.	Equipment shall be upgradable to aadhaar enabled features for bio-metric authorization without any cost to the Bank. Any up-gradation as mandated by	Technical Compliance Note

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	RBI/NPCI/IBA or Govt. directives shall be deliver and comply without any cost to the Bank. However in case any hardware component will be required to be attached , the cost for the same will be borne by Bank.	

### 3.5 Cost of Bidding

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### 3.6 The Bidding Documents

#### 3.6.1 Content of Bidding Documents

The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical & Functional Specifications (TFS)
- (f) PART 6 - Bid Forms, Price Schedules and other forms
- (g) PART 7 - Schedule of Dates, Amount, etc. (SDA)

3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

#### 3.7 Amendment of Bidding Documents

3.7.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.7.2 Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

3.7.3 In order to allow prospective Bidders reasonable time, in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids at Bank's discretion.

### 3.8 PREPARATION OF BIDS

#### 3.8.1 Language of Bid

3.8.1.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank, and supporting documents and printed literature shall be written in English.

#### 3.9 Documents Comprising the Bid

3.9.1 Documents comprising the **Technical Bid Envelope**, should be submitted **duly indexed and numbered**, comprising of -

- a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the Bidder.
- b) Documentary evidence establishing that the Bidder is eligible to Bid, as per format 6.10 and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted.
- c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- d) A full description of the Technical solution, which must provide an acceptable solution to the business requirements, described in Part 5: Technical & Functional Specifications. Any Technical Bid containing any price information will be rejected.
- e) Bid security for **Rs. 5,00,000/- (Rupees Fifty Lakhs only)** furnished as specified in Clause 3.16 herein.
- f) Details of Projects POS / Referral Letters
- g) A complete Bill of Material as per Format 6.3.
- h) A Non-disclosure Agreement as per Format 6.2.
- i) Manufacturers' / Producers' Authorization form for undertaking support services as per Format 6.8 (where applicable).
- j) Service Support Details Form, as per Format 6.6
- k) Additionally a **Masked price bid should be kept with the Technical bid** i.e. Price of schedule as per format 6.3, listing the components as listed in the Masked Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format. If technical bid is found to contain commercial details, the bid will be summarily rejected.**
- l) Additionally, the bid document should also contain indexed table of supporting documentary evidences, along with relevant clause of the bid document under which the same is being submitted and its description.

**Note** While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.9.2 Documents comprising **Price Bid Envelope**, should be :

- a) The indicative Financial Bid as per Format 6.3 as furnished in the Bidding Documents duly signed by the Bidder and completed.
- b)

### 3.10 Bid Form

3.10.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and

submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

### 3.11 Bid Prices

3.11.1 Financial Bid Prices should be quoted inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT,CST, GST, local taxes, if any, which will be borne by the Bank. The vendor will be entirely responsible for licence fee, road permits, NMMC cess ,LBT, Octroi etc. in connection with the delivery of products at site advised by the Bank including incidental services. Prices payable to the Vendor shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in import duties and excise, levies, charges, etc. as stated above.

3.11.2 The Financial bid submitted will be only the indicative price and bidders whose bids will be opened will have to participate in the Reverse Auction to arrive at the successful (L1) bidder. After the successful Reverse Auction, the bidder who emerged as the L1 bidder will submit the revised commercial offer in line with the lowest bids submitted during Reverse Auction.

3.11.3 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, exchange rate, etc. from the date of bidding to the date of invoice and payment if any or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

3.11.4 Bank reserves the right to further negotiate the prices with the L1 vendors post Reverse Auction

3.11.5 Bank also reserves the right to re-negotiate the prices in the event of change in the international /domestic market prices of both the hardware and software.

### 3.12 Bid Currencies

3.12.1 Bids should be quoted in Indian Rupees only. However if bids are quoted in any other currency, fixed conversion rate should be mentioned in Price Bid.

### 3.13 Documents Establishing Bidder's Eligibility and Qualifications

3.13.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.13.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

- a) In the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products' Producer to supply the products and/or Systems in India;
- b) In the above case, the bidder must also have a back to back agreement with

the software /hardware vendor which should include amongst other the readiness of the vendor **to provide required uptime, agreement to provide the necessary support for at least 5 years.** Documentary proof (copy of agreement) to be made available in the technical bid;

- c) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.5 (Organization Profile) and 6.10 (conformity of eligibility criteria).
- d) that adequate, specialized hardware and related software expertise are already available, to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the terminal and maintenance during the warranty period and provide necessary maintenance services after end of warranty period, for a period mentioned in Clause 7.7.

### **3.14 Documents Establishing Eligibility of Products and Conformity to Bidding Documents**

3.14.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.14.2 The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.14.3 The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the proposed terminals;
- b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and
- c) a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

### **3.15 Bid Security**

3.15.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.9.1 (e).

3.15.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.15.3 The Bid security shall be denominated in Indian Rupees and shall be in one of the

following forms:

- a) a bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for Ninety (90) days beyond the validity of the Bid.

**OR**

- b) a Banker's Cheque / Demand Draft, issued by a nationalized/any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for three months.

3.15.4 Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.

3.15.5 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity prescribed by the Bank.

3.15.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format 6.7

3.15.7 The Bid security may be forfeited:

- a) if a Bidder withdraws its Bid during the period of Bid validity as specified in clause 3.17.1; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Bidder, if the Bidder fails;

(i) to sign the Contract;

**OR**

(ii) to furnish Performance Security, as mentioned in Clause 3.33 herein.

### **3.16 Period of Validity of Bids**

3.16.1 Bids shall remain valid for a period of 180 days.

3.16.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

### **3.17 Format and Signing of Bid**

3.17.1 Each Bid should be in two parts –

**Part I** covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as "**Technical Bid**".





**Part II** covering only the Indicative price schedules hereinafter referred to as the "**Price Bid**".

The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide clause 3.18 below.

3.17.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.17.3 Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

#### **D. Submission of Bids**

##### **3.18 Sealing and Marking of Bids**

3.18.1 The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**. The bidder should submit the soft copy of the Technical bid document in the form of CD, in the sealed envelope containing "Technical Bid".

3.18.2 The inner and outer envelopes shall:

- a) be addressed to the Bank at the address given;  
and
- b) bear the Project Name - "RFP for Supply, Delivery, Installation, Support/ Services, warranty and maintenance of the mobile Point of sales (mPOS) terminals", RFP ref no CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017 and
- c) all envelopes should indicate on the cover the name and address of the Bidder.
- d) The inner cover containing "Technical Bid" should bear the Project Name - "RFP for End to End mPOS solution for Merchant Acquiring Business", RFP ref no CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017 - **Technical Bid**.
- e) The inner cover containing "Price Bid" should bear the Project Name - "RFP for End to End mPOS solution for Merchant Acquiring Business", RFP ref no CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017 and a statement: - **Price Bid**.

3.18.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

##### **3.19 Deadline for Submission of Bids**

3.19.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

3.19.2 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.

### **3.20 Late Bids**

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

### **3.21 Modification and Withdrawal of Bids**

3.21.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.

3.21.3 No Bid may be modified after the deadline for submission of Bids.

3.21.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

## **E. Opening and Evaluation of Bids**

### **3.22 Opening of Bids by the Bank**

3.22.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.22.2 Bids (and modifications sent), that are not opened at Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **3.23 Clarification of Bids**

3.23.1 During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarifications of its Bid. The request for clarification and the response shall

be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

### 3.24 Preliminary Examination

3.24.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.24.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. As to what constitute a material deviation, the decision of the Bank will be final and binding on the bidders.

3.24.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

3.24.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.24.5 Only those bidders, whose Technical bids have been found substantially responsive, would be intimated by the Bank about their responsiveness and about the revised / updated Technical and Functional Specifications (if any), arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

### 3.25 Evaluation of Bids

3.25.1 Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.

- 3.25.2 The Bank may use the services of external consultants for bid evaluation.
- 3.25.3 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
- 3.25.4 Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.
- 3.25.5 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.
- 3.25.6 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.


### **3.25.7 Evaluation Criteria**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator/ bidder needs to cover the entire functional requirement as given in the RFP.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

### **3.25.8 Technical Evaluation**

- 3.25.8.1 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
- 3.25.8.2 Bidders who fulfil all qualifications mentioned in Part 3 of Eligibility Criteria of RFP will be the pre-qualified / technically qualified vendors and the price bid for this pre-qualified bidder will only be opened.
- 3.25.8.3 Bank reserves the right to waive any of the Technical and Functional specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.
- 3.25.8.4 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.
- 3.25.8.5 The Technical Proposal of only those bidders who qualify in conformity to

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Eligibility Criteria, will be opened by the Bank and shall be evaluated on the basis of Technical and Functional Specification of the RFP in Part -5. Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation. Under technical bid evaluation, scoring will be based on technical compliance matrix as given below:

S.No	Technical Evaluation	Max Score
1.	Score of bidder's response to Technical Requirements on the basis of Annexure-10	120
2.	Demonstration and presentation of end to end solution	30
Total Score		150

Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation.

- 3.25.8.6 The Commercial Bid of only those bidders who qualify in Part A - Technical Proposal will be reckoned for opening commercial bid. Format for submission of Commercial Bid is placed at Format 6.3
- 3.25.8.7 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to minor non-conformity shall be final and the Waiver shall be binding on all the bidders. Bank reserves the right for such waivers.
- 3.25.8.8 Minor Non-Conformity/ Minor Irregularity imply that they do not affect this RFP materially.
- 3.25.8.9 The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will be evaluated based on technical specifications and the documents stipulated in Technical Proposal. The Commercial Bid of only those bidders who qualify in Technical Proposal will be reckoned for evaluation purpose.
- 3.25.8.10 The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

### 3.25.9 Opening of Price Bids

- 3.25.9.1 Price bids submitted by only those Bidders who are eligible in terms of the Eligibility Criteria and whose bids are evaluated by the Bank as Technically responsive to the Technical specifications will be opened.
- 3.25.9.2 The Bidders shortlisted / evaluated for opening of the Price Bids will be informed of the date / time / Venue of opening of price bids.
- 3.25.9.3 The Price Bids will be opened in presence of the representative of the eligible bidders.
- 3.25.9.4 After opening of price bids the prices will be declared to the bid opening committee and representative of bidders present.

3.25.9.5 The Bank will evaluate the Price Bids with respect to any deviations with respect to the conditions. The Arithmetical errors will be rectified on the following basis:-

3.25.9.5.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

### 3.25.10 Bidders Presentation /Site Visits / Service Demonstration/POC

3.25.10.1 The Bidders who are qualified in eligibility evaluation have to give Presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the scope of the RFP detailed under para 3 of the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short listed Bidder fails to make such presentation, the Bidder will be eliminated from the evaluation process.

3.25.10.2 At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

3.25.10.3 Setting of evaluation criteria for service demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

### 3.25.11 Project Timelines

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

S. No.	Activity	Weeks Required for the activity	Project duration (weeks)	Max. Time period for completion
1	Completion of Certification Process/UAT	4	4	4 weeks of issuing the letter of intent/PO to successful bidder

The solution should be ready for deployment of first lot of POS/EDC Terminals with the start of 5th week from the date of issuing the letter of intent/Purchase order. Afterwards, deployment of terminals will be an on-going process.

### 3.25.12 Period of Contract

The period of contract shall initially be for 5(five) years which may be renewed for additional 3 years with mutual consent based on the satisfactory performance of the bidder. Decision for renewal shall be at the sole discretion of the Bank. However, there shall be a yearly review of the performance of the vendor by the Bank.

### **3.26 Contacting the Bank**

3.26.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.26.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

## **F. Award of Contract**

### **3.27 Post-qualification**

3.27.1 The Price bids of all the bidders, after their evaluation on the technical and functional specification (*mentioned in part 5 of this document*) if found to be technically responsive shall be opened and would be arranged in descending order.

3.27.2 The successful bidders are required to participate in the Reverse Auction. The contract shall be awarded to the lowest (L1) bidder in the Reverse Auction. Bank reserves the right to negotiate with the L1 bidder before the award of contract.

### **3.28 Award Criteria**

3.28.1 The Bank will award the Contract to the successful Bidder L1 Bidder, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive.

### **3.29 Bank's Right to Accept Any Bid and to Reject Any or All Bids**

3.29.1 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 contract award, 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.

### **3.30 Notification of Award**

3.30.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.

3.30.2 The notification of award will constitute the formation of the Contract.

3.30.3 Upon successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

### **3.31 Signing of Contract**

3.31.1 At the same time as the Bank notifies the successful Bidder that its' Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.31.2 Within the period prescribed in clause 7.4, from the date of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

**3.32 Others** - Further, the successful bidder shall ensure that:

- Data is available in a format suitable for the purpose for which it is required and is available to authorized individuals (including RBI inspectors and internal/external auditors).
- Back up arrangements are in place for all records held in electronic form or any other records. Periodical testing is undertaken for recovery/verification/retrieval of data as and when required and that business continuity and disaster recovery systems are in place as per the Bank's Information security policy.
- Given the nature, scale and complexity of the business, Central Bank of India should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, yearly as required by the Bank.
- Given the nature, scale and complexity of the business, the record keeping procedure of bidder to ensure that information/MIS captured in relation to the operation and management of End-to-End services follows all relevant applicable laws and rules & regulations.
- The successful bidder to comply with the following practices for retaining records/computer data base/Data including electronic records:
  - a. Complying with all statutory and regulatory requirements.
  - b. Storing and preserving records/computer data base/data in appropriate optical media or equivalent media along with back up storage.
  - c. Ensuring that the media chosen does not conflict with the accessibility required of the relevant records and that the physical conditions under which the records/computer data base/data will be stored are conducive of its preservation till the proposed period of retention.
  - d. Maintaining all original records in India.
  - e. No records/computer data base/data to be erased, deleted, purged, modified and/or destroyed by the successful bidder/s.
  - f. Handing over of all records/computer data base/data, including back-ups to Central Bank of India as and when demanded.
- Any future addition/ up gradation of Hardware and software on account of directives /mandates of Regulatory authority/ Card Associations /other bodies have to be complied with in set time frame at no cost to the Bank.
- If Service Provider and any of its sub-contractors are not maintaining any computer resources outside India in any off shore locations. Nevertheless, Service Provider and its sub-contractors undertake that during the currency of this agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to Central Bank of India's operations on the ground that the processing of such information or data is being undertaken there. Off-shore shall mean any territory other than India.



- During the course of this Agreement, Central Bank of India reserves the right after giving reasonable prior written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Deliverables or Services being provided by Service Provider during last two years under this Agreement and all records, operational controls and processes for the last two years relating thereto. Service Provider shall co-operate fully and shall provide any information or other facility reasonably required by Central Bank of India for the purpose of undertaking such review or audit as mentioned above. Where following such audit Central Bank of India establishes reasonable grounds in consultation with Service Provider that Service Provider has received Charges and/or other payments from Central Bank of India in excess of the payments to which it is entitled under this Agreement, Service Provider shall (without prejudice to Central Bank of India's rights arising under this Agreement or generally) forthwith pay to Central Bank of India its share of such excess receipts.
- The Bank may also consider giving incentive to bidder/s for procurement of new business linked to maintenance of quarterly average balance in Current/Saving Fund Account on negotiated agreed terms after finalization of contract.

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**4: TERMS AND CONDITIONS OF CONTRACT (TCC)**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
4.1	Definitions	4.16	Force Majeure
4.2	Country of Origin	4.17	Termination for Insolvency
4.3	Standards	4.18	Termination for Convenience
4.4	Use of Contract Documents and Information	4.19	Resolution of Disputes
4.5	Patent Rights	4.20	Governing Language
4.6	Performance Security	4.21	Applicable Law
4.7	Inspection & Quality Control Tests	4.22	Addresses for Notices
4.8	Penalty	4.23	Taxes and Duties
4.9	Payment	4.24	Supplier Integrity
4.10	Prices	4.25	Supplier's obligations
4.11	Contract Amendments	4.26	Patent Rights
4.12	Assignment	4.27	Site Preparation and Installation
4.13	Delay in Supplier's Performance	4.28	Commissioning of the Software
4.14	Liquidated Damages	4.29	Technical Documentation
4.15	Termination for Default	4.30	Right to use defective product

## 4: TERMS AND CONDITIONS OF CONTRACT (TCC)

### 4.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1 “Supplier” is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- 4.1.2 “The Contract” means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 4.1.3 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 4.1.4 “TCC” means the Terms and Conditions of Contract contained in this section.
- 4.1.5 *'System' means a Computer System consisting of all Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.*

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

### 4.2 Country of Origin

Please refer clauses 3.10.1. & 3.14.2

### 4.3 Standards

- 4.3.1 The Products and/or System supplied under this Contract shall conform to the Industry standards and those mentioned in the Technical and Functional Specification (TFS), and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.

### 4.4 Use of Contract Documents and Information

- 4.4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and, shall be extended for purposes of such performance.

4.4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document, except for purposes of performing the Contract.

4.4.3 *Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and, shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.*

4.4.4 The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

#### **4.5 Patent Rights / Intellectual Property Rights**

4.5.1 The **Supplier** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

#### **4.6 Performance Security**

4.6.1 The successful bidder should submit a Security Deposit / Performance Guarantee acceptable to the bank for Rs.50.00 lacs (Rupees Fifty lacs only) within 15 days from the date of acceptance of the Order.

4.6.2 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at Rs.10000/- for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Security Deposit/ Bank Guarantee. The total penalty under this clause shall be restricted to maximum of Rs.50000/.

4.6.3 Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 60 months, from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity. However it should be as per the bank's format.(APPENDIX-D)

4.6.4 The PBG shall be effective and if required to be extended during the currency / extended time of the contract period.

4.6.5 The selected bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project.

4.6.6 The security deposit / bank guarantee will be returned to the bidder within six months after completion of the contract period/extended period of the contract with the consent of both the parties, whichever is later.

4.6.7 The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed as per time scheduled and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the selected bidder in writing before invoking the Bank guarantee.

#### 4.7 Inspection and Quality Control Tests

- 4.7.1 The Bank reserves the right to carry out inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid, or demand a demonstration of the solution proposed on a representative model in the bidder's office.
- 4.7.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### 4.8. Penalty

- 4.8.1 The Selected bidder has to install mPoS terminal within 2 days in case of Metro/Urban areas, 5 days in case of semi-urban areas and 7 days in case of rural areas after getting installation approval from the Bank.
- 4.8.2 The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/installation/make terminal operational at the rate of Rs. 100/- per day per mPOS terminal, subject to a cap of 10% of the value of terminals (Notional Value of the terminals to be indicated by the bidder in the bill of material) or Rs.1000/- per terminal whichever is maximum.
- 4.8.3 Penalties at the rate of Rs 100 per day per mPOS will be levied on Selected bidder in case the mPOS is down for more than 24 hours in metro and urban areas, more than 48 hours in a semi-urban and 72 hours rural area. These penalties will be applicable if terminal is not working because of any reason attributable to the service provider / bidder which could, inter-alia, include malfunctioning of the mPOS machine, non-availability of consumables, non-operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- 4.8.4 Though the expected uptime level is 100 %, the minimum acceptable level of system uptime is 98% in Metro and urban centres and 96% in other centres to be computed on a monthly basis subject to verification by the Bank or through its authorized representative.
- 4.8.5 Penalty for each percentage point lower than the acceptable uptime would attract a penalty of 0.5% of the billing amount for the month.
- 4.8.6 In case of loss to the Bank due to delay in uploading settlement files to respective network beyond cut-off time, the service provider has to compensate the Bank for the losses at 2% above banks prevailing Base Rate of lending.
- 4.8.7 For purpose of calculating penalty, uptime is calculated as under: 
$$\text{Uptime (\%)} = \frac{(\text{Sum of total hours during month} - \text{Sum of downtime hours during month} \times 100)}{\text{Sum of total hours during the month}}$$
- 4.8.8 The Selected bidder shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment/POS Terminal or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- 4.8.9 Preventive maintenance: the Selected bidder shall conduct Preventive Maintenance {including but not limited to Merchant Training (wherever needed) inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment}

once within first 15 days of the installation and thereafter once in a month during the currency of this agreement on a day and time to be suitable to the Merchant.


- 4.8.10 Apart from the penalty clauses given herein above, in case PoS/EDC remains out of order upto 10 days, no rental charges for that particular PoS/EDC will be deducted and in case PoS/EDC remains out of order for more than 10 days, rent for that particular PoS/EDC machine will be deducted for full month. In such event, the Service Provider if credited without deducting the rental charges for that month, the Bank can deduct the same from future payments payable or the Service Provider shall refund the amount forthwith to Bank on demand by the Bank.
- 4.8.11 Penalties @ 1.00% of the terminal ordered price shall be levied for each week or part thereof delay in delivery, subject to a maximum of 10% of the order value for the terminal outright procured by the Bank. Once the maximum is reached, the Bank may consider termination of the contract.

#### 4.9. Payment

- 4.9.1 Payment terms shall be on monthly basis, based on invoices provided by the bidders to the Bank for the MPOS terminals deployed by the Bidder at Merchant location. Date of making MPOS Terminals operational at Merchant location shall be considered for calculation of rent. Invoices submitted by the bidder must accompany terminal wise downtime report and installation / commissioning letter from the Merchant.
- 4.9.2 The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 4.9.3 The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 4.9.4 For the outright purchase of mPOS by Bank, the payment will be released after deducting applicable taxes (TDS) etc., if any.

The schedule of Payment shall be as follows for the outright purchase of the Bank:

Sl. No.	Milestone	Payment
1	Upon delivery of mPOS Terminal (For the number of quantities being delivered at prescribed destination as required by Bank) .Once the material is been delivered, testing & commissioning of the quantities been delivered shall not be delayed for more than 30 days	60%
2	Testing and Commissioning of mPOS Terminal (i.e. successful loading, testing and commissioning of banking / third party application on number of quantities being supplied)	15%

End to End mPOS Solution for Merchant Acquiring Business		 <b>सेन्ट्रल बँक ऑफ़ इंडिया</b> <b>Central Bank of India</b>	
	After 2 months of successful commissioning / date of acceptance of full supplies of mPOS terminals	15%	
3	After 3 months of successful commissioning / date of acceptance of full supplies of mPOS terminals and on submission of PBG of 10% of the total cost value of the terminal.	10%	

#### 4.10 Prices

- 4.10.1 The Price quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT, CST, GST, local taxes, if any, which will be borne by the Bank. The Vendor has to inform the rate of applicable taxes separately.
- 4.10.2 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
- 4.10.3 From the date of placing the order till the delivery of the product/solution /certification, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 4.10.4 Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Commercial Bid. If there is any delay in delivery of the solution ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.
- 4.10.5 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

#### 4.11 Contract Amendments

- 4.11.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### 4.12 Assignment

- 4.12.1 Bank may assign the Project and the solution and services provided therein by Vendor in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with Vendor for any reason whatsoever; (iv) expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Vendor. Vendor shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such sub-contractors. The assignment envisaged in this scenario

is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.

#### 4.13 Delays in the Supplier's Performance

- 4.13.1 If at any time during performance of the Contract, the **Supplier** should encounter conditions impeding timely delivery of the terminals, the **Supplier** shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **Supplier's** notice, the Bank shall evaluate the situation and may, at its discretion, extend the **Suppliers'** time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.13.2 Except as provided in the above clause, a delay by the **Supplier** in the supply of its delivery obligations shall render the **Supplier** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

#### 4.14 Liquidated Damages

- 4.14.1 The Bank will consider the inability of the Supplier to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Supplier. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, warranty, maintenance etc.) by the Supplier. Installation will be treated as incomplete in one/all of the following situations:
- Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation
  - Delivery/Availability, but no installation of the components and/or software No Integration.
  - System operational but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

#### 4.15 Termination for Default

- 4.15.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the **Supplier**, may terminate the Contract in whole or in part:
- (a) if the **Supplier** fails to supply and install terminals within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or**
- (b) if the **Supplier** fails to perform any other obligation(s) under the Contract.



4.15.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the **Supplier** shall be liable to the Bank for any excess costs for such similar Products or Services. However, the **Supplier** shall continue performance of the Contract to the extent not terminated.

#### 4.16 Force Majeure

4.16.1 Notwithstanding the provisions of TCC, the **Supplier** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

4.16.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the **Supplier** and not involving the **Supplier's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

4.16.3 If a Force Majeure situation arises, the **Supplier** shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the **Supplier** shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 4.17 Termination for Insolvency

4.17.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

#### 4.18 Termination for Convenience

4.18.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

#### 4.19 Resolution of Disputes

4.19.1 The Bank and the Supplier 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.

4.19.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, even after 30 days' period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein

below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.19.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
- (b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- (d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
- (e) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

4.20. **Audit/Review:**

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For

technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

#### **4.21. Indemnity:**

1. The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - a. Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Vendor under this Agreement; and/or
  - b. An act or omission of the Vendor, employees, agents, sub- contractors in the performance of the obligations of the Vendor under this Agreement; and/or
  - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
  - d. Breach of any of the term of this Agreement/Purchase Order(PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or
  - e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - f. Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
  - g. Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.
  - h. statutory infringements in respect of all hardware, hardware components,

software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by him.

2. The Vendor will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
  - a. Notifies the Vendor in writing; and
  - b. Cooperates with the Vendor in the defense and settlement of the claims.
3. The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this Agreement and to meet the Service Levels.
4. Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
  - a. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or
  - b. resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,
    - i. the Vendor has sole control of the defense and all related settlement negotiations.
    - ii. the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and
    - iii. Vendor aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations.

However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

5. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
6. The Bank do hereby indemnify the Vendor, and shall always keep indemnified and hold the Vendor harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Vendor only as a result of:

- a. Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software,
  - b. Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Vendor.
  - c. If Bank completed any modification in any equipment or use any specification for hardware and software after consultation with vendor shall be excluded from any restriction contained here in above.
7. The vendor will not be liable for defects or non-conformance resulting from Bank's failure to comply with any mutually agreed environmental specifications:
8. The total liability of the vendor under the contract shall not exceed total cost of the project / agreement, except conditions enumerated in the RFP.

#### **4.22. Limitation of Liability**

The Vendors aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from , misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor under this project and operated according to the Vendor's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

#### **4.23. Independent Contractor/Sub-Contractor:**

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM is responsible for supplying the POS terminal as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay

any charges, claims or wages of any of Vendor 's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

#### **4.24 Publicity**

Any publicity by the bidder in which the name of bank is to be used should be done only with the explicit written permission of bank

#### **4.25 Confidentiality**

The VENDOR shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

Provided that the VENDOR may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the VENDOR shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure.

#### **4.26 Exit Option and Contract Re-negotiation**

4.26.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

4.26.1.1 Delay in delivery of solution beyond the specified period.

4.26.1.2 Serious discrepancies noted in the solution delivered.

4.26.1.3 Breaches in the terms and conditions of the Order.

4.26.1.4 Non satisfactory performance of bidder during the contract period.

4.26.1.5 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

- 4.26.1.6 Bank shall serve the notice of termination to the bidder at least 60 days prior, of its intention to terminate services during the contract period.
- 4.26.2 In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the VENDOR.
- 4.26.3 The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable terms in case such terms are offered in the industry at that time.
- 4.26.4 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.
- 4.26.5 Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.
- 4.26.6 The reverse transition services to be provided by the VENDOR shall include the following:
- 4.26.6.1 The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
- 4.26.6.2 Vendor shall provide adequate documentation thereof.
- 4.26.6.3 The vendor shall jointly manage the POS with the bank or designated team for a reasonable period of time
- 4.26.6.4 The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.
- 4.26.7 Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.

#### **4.26.8 Warranties:**

- 4.26.8.1 All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
- 4.26.8.2 The parties shall return confidential information and will sign off and

acknowledge the return of such confidential information.

- 4.26.8.3 The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- 4.26.8.4 The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.
- 4.26.8.5 The cost for reverse transition if any should be part of the commercial offer.
- 4.26.8.6 During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.
- 4.26.8.7 The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- 4.26.8.8 The Bank and the VENDOR shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- 4.26.8.9 The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

#### **4.27 Corrupt and fraudulent practices**

As per Central Vigilance Commission (CVC) directives, it is required that Vendor / OEM / Authorized Reseller observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



#### 4.28 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### 4.29 Governing Law and Jurisdiction

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Vendor / OEM / Authorized Reseller shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor / OEM / Authorized Reseller.

This indemnification is only a remedy for the Bank. The Vendor / OEM / Authorized Reseller is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

This Agreement shall be governed and construed in accordance with the laws of India. The Courts at Mumbai alone and no other courts shall have jurisdiction.

### 4.30 Addresses for Notices

4.30.1 The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:

Central Bank of India,  
Transaction Banking Department,  
Ground Floor, Ewart House,  
22 Homi Modi Street,  
Fort, Mumbai 400 051.

Supplier's address for notice purposes (To be filled in by the Supplier)

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4.30.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

### 4.31 Taxes and Duties

4.31.1 The quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT, CST, GST, local taxes, if any, which will be borne by the Bank. Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. except applicable taxes like VAT, CST, GST, local taxes, if any, which will be borne by the Bank. The Supplier will be entirely responsible for licence fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

4.31.2 Income / Corporate Taxes in India:

The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.31.3 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to

the Supplier. The remittance of amounts so deducted, and issuance of certificate for such deductions, shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

4.31.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof, as may be imposed on him by such laws and regulations.

#### 4.32 Supplier's Integrity

The **Supplier** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

#### 4.33 Supplier's obligations

The **Supplier** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The **Supplier** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Supplier's** negligence. The **Supplier** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

**The Supplier** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

**The Supplier** will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

#### 4.34 Patent Rights / Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay. If a third party's claim endangers or disrupts

the Bank's use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,

- (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
- (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
- (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or
- (iv) refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the VENDOR to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The VENDOR will have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the VENDOR, despite notice of such failure by the VENDOR in writing, (ii) any change, not made by or on behalf of the VENDOR, to some or all of the software/deliverables supplied by the VENDOR or modification thereof.

#### 4.35 Training -

The Selected bidder shall provide the training to the bank's personnel as described below:

- 4.35.1 The Bidder shall provide extensive training, on its product, to users including branch officials, Card Centre officials/staff etc. The training will have to be provided at Mumbai and all cost of trainers and training material in providing 3 training batches to Bank's officials shall be borne by the bidder
- 4.35.2 The Bidder shall provide a detailed operations and maintenance manual for use of the staff including training the Bank's personnel.
- 4.35.3 Bidder should submit detailed course content and provisional agenda along with the Bid.
- 4.35.4 The course will be designed in such a capsule manner that duration will be of 1 -2 day

#### 4.36 Insurance

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

#### 4.37 Road Permit

In case of receiving of hardware to the area where Road Permit is required for transportation of goods, it is the responsibility of the bidder to arrange for the same in advance without any extra cost to the bank.

#### 4.38-Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

Types of sensitive information that will be found on Bank systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

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**PART 5: MANDATORY REQUIREMENT****TECHNICAL AND FUNCTIONAL SPECIFICATIONS**

**(To be included in the Technical Bids duly completed and with bidders response (Yes or No))**

**A. Certification/Compliance/Regulatory/Hardware/SDK Requirements**

Condition	Description	Response
EMV Certification	The terminal is EMV compliant (minimum standard is EMV 4.0 for L1&L2). The bidder will have to be an EMV Co approved Service Provider.	YES/NO
Contactless Certification	EMV Level 1 Contactless, VISA paywave (VCPS Paywave 2.1.3 or later ), Mastercard Contactless (PayPass version 3.0 or later) , or the equivalent contactless Kernel 3. American Express Expresspay, Discover Zip , Any future requirements by Card schemes.	YES/NO
PCI Approval	The terminal meets the latest PCI mandates for PCIDSS, PADSS, PCIPADSS, PCIPTS and PCIPED e.g. PCI3.0 & PCIPTS 3.1	YES/NO
Regulatory Mandates	The terminal meets all the regulatory requirements like PIN prompting, DUKPT, TLE etc.	YES/NO
DES Encryption	3DES Encryption supported	YES/NO
Display	LCD Panel for Amount Verification and Pin Entry	YES/NO

**B. Functionality Requirements:**


Business Condition	Definition	Response
Chip transactions	Transactions performed using chip cards.	YES/NO
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	YES/NO
Keyed transactions	Transactions performed using card numbers entered	YES/NO
Online Authorization	Transaction used to authorize whether a card is valid or not and sufficient balance is available for payment.	YES/NO
Purchase(Sale)	Transaction used to authorize a card and amount.	YES/NO
Refund	This transaction is used to credit the money to cardholder account from merchant account.	YES/NO
Void	This transaction is used to cancel the previously performed purchase or refund Transaction in the same batch.	YES/NO
Cash back / Cash @POS	This transaction allows cardholder to get cash from merchant.	YES/NO
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	YES/NO
Tip handling	This is mostly used in restaurant merchants to give TIP to Restaurant employees.	YES/NO
Edit Password	Change password option.	YES/NO
Edit Print Option	Turn Off Printer	YES/NO
Print Settings	Print current configuration settings	YES/NO
Edit Terminal ID	Password protected?	YES/NO
Change Contrast	To adjust contrast of display	YES/NO
Display Terminal ID	To display terminal ID for verification and confirmation	YES/NO



Display Version	Current Software	YES/NO
Edit Date	To change terminals date/time manually.	YES/NO
Software Download Through RTM	Software is downloaded through Remote Terminal Management	YES/NO
Multi-Application	Ability to run multiple applications like Payments, loyalty, Gift card etc. without affecting other applications data.	YES/NO
Multi Merchant	Ability to support multiple merchants in a same application. This is mostly used under EMI	YES/NO
Retrieval of Charge slip	Solution should provide customers and merchants ability to retrieve receipts /charge slips at least for 1 year to retrieve ARN/ RRN	YES/NO
Remote Monitoring	Solution should be able to collect and remotely monitor various operational parameters like device charge, dip and swipe counts	YES/NO
Capability to provide Terminal Application Dash Boards Web-based Solution Dynamic Currency Conversion (DCC)	<p>Capability of providing Terminal application to detect and report:</p> <p>a) Un-successful transactions on the terminal.</p> <p>b) Sending reversal of un-successful transactions Online instead of piggy backing.</p> <p>c) Closure of batch at the back-end at specific.</p> <p>d) Detecting low signal on the terminal and to provide pro-active advice to the merchant through SMS/ Over phone.</p> <p>e) Capability to provide analytics.</p> <p>f) Capability to handle suspect/ reject batches.</p> <p>g) Capability of providing Dash Board for inventory Management, Complaint Management, MIS</p> <p>h) Capability of providing web-based solution for Complaint logging, MIS, transaction history/ details etc.</p> <p>i) Capability of providing Dynamic Currency Conversion (DCC) on the terminals</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

C. Specification of the mPOS terminal.

Parameter	Requirement	Response Yes/No
Processor	Minimum 32-bit 50 MHz Secure High-Performance ARM processor or above	
<b>Memory and Storage</b>		
Flash	Minimum of 1MB or above	
RAM / SDRAM	Minimum of 64 KB or above upgradable	
<b>Reader</b>		
Contactless and NFC support	Smart card reader as per ISO 14443 standards (Type A, Type B) & NFC	
Magnetic card readers	Magnetic Card Reader (Compatible with ISO7812-2),Bidirectional ;Triple track (tracks 1,2,3),	
Contactless Card reader	Compatible with ISO 7811 or above ; EMV	

End to End mPOS Solution for Merchant Acquiring Business		 <b>सेंट्रल बँक ऑफ़ इंडिया</b> <b>Central Bank of India</b>	
		standards , PBOC 3.0 or above, PCI PTS 4.0	
<b>Input &amp; Output</b>			
Keypad	10 numeric keys +4 function keys		
Display	Dot Matrix, Backlight, minimum 128 X 64 pixels LCD		
<b>Communication Interface</b>			
		Bluetooth 2.1 or above, Micro USB , WIFI	
<b>Power and Charging</b>			
Power	USB power , Li-on Battery minimum 3.7V 260mAH or above.		
<b>Other</b>			
Terminal Weight	Approximately minimum weight of 111 gms to a maximum weight of 150gms		
Environmental compliance:	Operational temperature: -20°C to 70°C Operational humidity: 5% to 95% non - condensing		
*Online Support	Remote terminal Management and Software upgrade		
*Software that can be run in parallel along with Fare collection software	Industry proven software application on the terminal		
Dimensions	Length: 59mm to 71 mm Width : 13 mm to 18 mm Height: 103 mm to 116 mm		

**IMPORTANT Note:**

1. Respondents who fail to fulfill the mandatory parameters will not be considered for Technical Evaluation.
2. The Bidder should **also** mention comments, if any, for all the features. If there is no comment; it would be construed that the feature/requirement will be made available without any deviation thereto.
3. Technical Parameters and their Respective Weightage for technical evaluation Bidder need to respond to each parameter and sub parameters explicitly in case of implicit or vague answers and in the absence of supporting information, certificate/ declaration sought, marks will not be provided.

S. No.	Parameters and Scoring	Max Score	Marks Obtained
1.	Number of Banks Independently Serviced on the Bidders Switch	10	
	Upto 3 = 5		





	>3 and upto 5 = 8		
	> 5 - 10		
2.	Number of POS/EDC Acquiring Transaction Processed Per Annum	10	
	Less than 5 Crore - 5		
	5 Cr -10 Crore - 8		
	More than 10 Crore - 10		
3.	Data centre	10	
	Own Primary and DR Centre - 10		
	Own Primary and Outsourced DR - 5		
	Outsourced Primary and DR site - 0		
4.	Availability Of Fraud Risk Management Tool	10	
	Available at its own - 10		
	Available but outsourced - 5		
	(Certificate from Acquiring Bank, utilizing our Services)		
5.	Existing Installed base of POS/EDC terminals, being managed by the respondents		
	PSTN Terminals	10	
	Upto 25000 teminals - 4		
	Between 25000 to 50000 terminals - 7		
	More than 50000 terminals - 10		
	GPRS terminals	10	
	Upto 1000 Terminals - 2		
	>1000 but <3000 - 6		
	More than 3000 terminals - 10		
	MPOS Dongles		
	Less than 200 Dongles - 2		
	>200 and Upto 500 Dongles - 6		
	More than 500 Dongles - 10		
6.	Field Service Centers	10	
	Field Service Centers > at 69 required locations - 10		
	Field Service Centers<69 but upto 50 required locations- 8		
	Field Service Centers<50 but upto 25 required locations- 5		
7.	Value Added Services	20	
	PC PoS Integration - 6		
	DCC - 6		
	Cash @ PoS - 4		
	EMI - 4		
8.	Customer Relationship and Complaint Management	10	
	Call Center		
	Call Centre with > 10 employees & auto call log is available - 10		
	Call Centre with <10 employees; auto call log is not available - 5		
	Call Centre with <5 employees; auto call log is not		



	available - 0		
9.	Web based Solution including dash board for retrieval of charge slips, MIS to lodge complaints, inventory management, txn. History retrieval, analytics support etc		
	Available - 10		
	Not Available - 0		
	Total Max Score for Technical Evaluation	120	
10	Marks to be allotted by Technical Evaluation		
	Committee for Presentation/Demonstration	30	
	Overall Total Marks for technical evaluation	150	

4. Technical Evaluation Committee will evaluate the responses and due weight-age as mentioned by the bidder in their proposals during the demo /presentation and reference Site visits. The Bidder has to submit relevant supporting documents for above information.
5. Minimum 75% of the Total Score (calculated by multiplying all the technical and functional features by 1) will be required by Bidder to qualify in the technical evaluation.
6. Technical Evaluation Committee decisions on markings will be final and will be binding on all the bidders. No Communication regarding marks will be entertained.



**PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)**

**INDEX**

**FORMAT NUMBERS**

- 6.1.1 Bid Form (Technical)
- 6.1.2 Bid Form (Price)
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- 6.3 Price Schedule
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- 6.6 Service Support Details
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- 6.11 Undertaking of Authenticity
- 6.12 **GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION**
- 6.12A **COMPLIANCE AGREEMENT**

**BID FORM (TECHNICAL BID)**  
**(To be included in Technical Bid envelope)**

**FORMAT - 6.1.1**

Date : .....

To,

Deputy General Manager  
Central Bank of India  
Corporate Communication Department  
Central Office, Sorabji Bhawan, Fort  
Mumbai - 400021

**Reg.: RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of mPOS machines.**

**Ref: Your RFP Ref: CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017**

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply , deliver ,install ,maintain and manage POS terminals, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to supply, deliver, install, maintain and manage POS terminals in accordance with the delivery schedule specified in the Schedule of Requirements. If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this ..... day of ..... 2017.

\_\_\_\_\_  
(Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_

**FORMAT – 6.1.2**

**BID FORM (PRICE BID)**  
**(To be included in Price Bid Envelope)**

Date: .....

Deputy General Manager  
Central Bank of India  
Corporate Communication Department  
Central Office,  
Sorabji Bhawan, Fort  
Mumbai – 40021

**Reg.: RFP for Merchant Acquiring Business through Supply, installation,  
maintenance and management of mPOS machines**

**Ref: Your RFP Ref: CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017**

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.***

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this ..... day of ..... 2017.

\_\_\_\_\_  
(Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_ 2017.

### **BETWEEN**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

### **AND**

**CENTRAL BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "**CBI**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

and **CBI** are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

### **WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Confidential Information:** "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information

which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it

from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information.
- The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
  7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
  8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
  9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
  10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
  11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.
- IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**For and on behalf of  
CENTRAL BANK OF INDIA**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:



**Bill of Material (BOM) -Price Breakup Schedule****(To be submitted after Reverse Auction)**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for different items in conformity with the said Bidding documents as under:

Table-1 (Terminals on Rental Basis)

Sr.No	Activity	Make /Model	Qty	Monthly Rent (in Rs.)	No of Months	Total Amount
7	MPOS		5000		60	
9	Total Of Table-1					T1

Table-2 (Maintenance of Terminals procured by Bank on monthly basis)

Sr.No	Activity	Qty	Per Month (in Rs.)	No of Months	Total Amount
1	Maintenance and Management Charges including transactions routing.	2500		60	
					T2

Note: Service Provider will not recover any charge either from the Merchant or Bank except above.

Table-3- (Outright Procurement by Bank on Capex)

Bidder also required to quote (tentative quantity 2500 nos) cost of each type of terminals in an format as below for outright purchase by Bank. Bidder to indicate warranty period, AMC cost, deployment cost, support cost, any other associated costs, and transaction switching costs for transactions originating from Banks owned equipment. The cost quoted for outright purchase will not be part of TCO.

Format for outright purchase of terminals

Sr. No	Activity	Make /Model	Qty	Unit Cost with 1 year warranty.	AMC Cost for 4 years per Terminal Cost X 4	Installation / Delpoyment Cost per terminal (One Time)	Total Amount
7	MPOS		2500				
9	Total Of Table-3						T3

Note:

- Unit prices quoted above will be with 1 year warranty and AMC for 4 years , bidder to mention other related prices in the below table.

**Table 4 -**

For any future Customization / development out of the scope.

S.No	Activity	Per Man Day Cost (in Rs.)	Total Estimated Man Days	Total Amount
1.	Customization		1000	
	Total of Table 4			

**Total Cost of Ownership T = T1 + T2 +T3 +T4= `.....**

**In Words (Rupees .....Only)**

Please submit your quote exclusive of service tax and other taxes if any

The prices quoted should hold good for the period of contract and should not be changed for any reason whatsoever. Monthly rent of the POS devices will start from first live transaction date.

Authorised Signatory

Name:

Designation:

Office Seal:

Place

Date:



**FORMAT 6.4**

**BID SECURITY UNDERTAKING FORM  
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)  
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

TO:

Deputy General Manager  
Central Bank Of India  
Corporate Communication Department  
Central Office, Sorabji Bhawan, Fort  
Mumbai - 40021

**Whereas** \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "the Bidder") has to submit its bid dated \_\_\_\_\_ for Procurement of POS terminals as specified in Schedule of requirement against Tender Reference NO. \_\_\_\_\_ ( hereinafter called "the Tender")

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

**The conditions of this obligation are:**

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

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

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
2. This Bank Guarantee shall be valid up to \_\_\_\_\_
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_. After which the bank shall be discharged from its liabilities.

**Date this ----- day of ----- 2017 at -----**

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

**sd/- -----**



**FORMAT 6.5**

**ORGANISATIONAL PROFILE**

**(Include in Technical Proposal Only - Not to be included in Price Proposal)**

CONSTITUTION 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:			
Established since Commercial Production of the solution on Offer started since	:			
Address of Registered Office	:			
Category	:	i. Software Producer / Developer (Principal) ii. Hardware Manufacturer (Principal) iii. System Integrator / Solution Provider (Third-party)		
If Consortium, then specify name of members	:	1. 2.		
		<b>Name</b>	<b>Phone Nos. (with STD Codes)</b>	
Names of Proprietor/Partners/	:	1.		
		2.		
		3.		
Number of Engineers familiar with the solution	:			
Number of Total Employees	:			
Solution being offered, sold so far to:				
Purchaser, with full address and Details of contact person		Modules in Use	Date of Sale	Whether Warranty/AMC still continues
1.				
2.				
3.				

Note: Please support the above facts with documentary evidence. Please also attach Income- Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above.

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address :** \_\_\_\_\_

**Place:**

**Date:**

**SERVICE SUPPORT DETAILS FORM**

City / Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours (Please mention whether the Support Agency is Owned or	Number of Software Engineers capable of supporting the Software	Owned or Franchisee .

\*\*\*\*\*

\*

**PERFORMANCE BANK GUARANTEE**

TO,  
CENTRAL BANK OF INDIA  
MUMBAI  
-----.

**In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed for purchase mPOS solution/ Terminals (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance for acquiring services , as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the Merchant Acquiring Business through Supply, installation, maintenance and management of mPOS machines, by the contractor as per the terms and conditions of the said contract;**

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

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

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

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



that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

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

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

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

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

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

10) Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs------(Rupees--

i) -----only);

ii) This Bank Guarantee shall be valid up to -----; and

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

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

Date this ----- day of ----- 2017 at -----

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

sd/- -----

**Format 6.8**

**UNDERTAKING FOR SUPPORT SERVICES**

To:

Deputy General Manager  
Central Bank Of India  
Corporate Communication Department  
Central Office,  
Sorabji Bhawan, Fort  
Mumbai – 40021

**Reg.: RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of mPOS machines.**

**Ref: Your RFF Ref: CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017**

-----  
We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the contract period.

We undertake that during support Period we will maintain an minimum Uptime of 99.95% on quarterly basis for the entire/core solution proposed, with a MTBF(Mean time between failure) of 90 days.

Dated this ..... day of ..... 2017.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_



**UNDERTAKING FOR CONSORTIUM SUPPORT SERVICES**

To,  
Deputy General Manager  
Central Bank Of India  
Transaction Banking Department  
Central Office, Sorabji Bhawan, Fort

Mumbai – 40021

**Reg.: RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of mPOS machines**

**Ref: Your RFF Ref: CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017**

-----  
We hereby certify that:

- 1) The systems offered and / or other services or solution of another consortium member and the solution proposed by us will operate effectively on the system proposed by us.
- 2) We further confirm that we accept full responsibility for its successful operation.
- 3) We further undertake that we will be only single point of contact for any/all purpose.
- 4) We further submit that we do have a back to back agreement with all the consortium members. We further submit that required uptime, agreement to provide necessary support is available. We enclose documentary proof copy of agreement with the consortium members or service providers.

Dated this ..... day of ..... 2017.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_


**Note: The certificate is applicable if bidder offers the products / services through its consortium member.**






**Format 6.10**

**CONFIRMITY TO ELIGIBILITY CRITERIA**

S. No	Eligibility Criteria	Documents Required
1.	The Bidder/Group Company should have been in Merchant Acquiring Business in India for at least two years as on date of RFP.	Certificate of Commencement of Business/ copy of first order.
2.	During the last two audited financial years viz., 2014-15 and 2015-16 ( if 2015-16 is not audited, then 2013-14 should be considered ), the bidder should have minimum annual Turnover of Rs. 15.00 crores (Rupees Fifteen Crores only) and Rs. 30.00 Crores (Rs. Thirty Crore only) in case of joint bidder (i.e. Billing to the companies for which they have been working) from POS / EDC ( Electronic Data Capture ) business	Copy of audited financial statements (P/L & Balance sheet) for last two financial Years should be submitted alongwith the undertaking regarding PoS business.
3.	Shall have positive net worth in the last two financial years as above	
4.	No Bidder solely or jointly shall submit more than one Bid for the Project.	Self-certificate indicating that only one bid has been submitted
5	The bidder should have experience of working with at least one scheduled commercial bank for more than One years in India in POS terminal / MPoS Terminal / Pin-Pad deployment, processing, operations and management thereof in terms of NPCI/VISA/MasterCard or any other Network guidelines. The bidder should also have the capability to provide the above services for AMEX.	Give experience certificate from the related Bank.
6	The Bidder should have installed and be maintaining at least 1000 POS terminals and 100 mPOS / Pin-Pads in scheduled commercial banks on Pan India basis.	Attach copies of orders or experience letter on bank letter head.
7	The Bidder should have a set-up in India for operations / back-office processing of merchant acquiring transactions and should have managed Base II processing for minimum one Bank.	The operations set up/ back office details are to be Provided and experience letter on bank letter head
8	The bidder should have the capacity to provide end-to-end solution (from merchant acquiring stage to transaction, settlement, reconciliation etc.) for acquiring business to the Bank through PoS terminals and/or MPoS Terminals. This will include among others deployment and maintenance of PoS/mPoS terminals with time to time updating thereof, transactions/ authorization /settlement/ operations, reconciliation, resolution of charge back issues and complaints, online monitoring & marketing of PoS terminals on behalf of the Bank. The bidder should have the capacity for time to time updating as per requirement of the Bank/regulators and should also have arrangement for training to the merchants.	Describe the technological & other Capabilities as per Annexure

RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of EDC machines		 <b>सेन्ट्रल बँक ऑफ़ इंडिया</b> <b>Central Bank of India</b>
9	The bidder should host the solution in a PCI-DSS compliant data centre as on date and should provide the details of such certifications as on date of bid submission	Copy of the certificate to be provided.
10	The bidder should be preferably Original equipment manufacturer (OEM). If not, then the bidder should be an authorized representative of OEM or should have tied up arrangement with a manufacturer of mPOS terminals. The tie-up arrangement must be prior to the date of submission of bid.	Detail of the arrangement and attach a letter from the supplier.
11.	<p>Preferably, entire activities should be managed / provided by the bidder. However, the following activities should invariably be handled and provided by the bidder/s themselves:</p> <ul style="list-style-type: none"> <li>• Authorization of the Transactions.</li> <li>• Processing</li> <li>• Settlement</li> <li>• Reconciliation</li> <li>• Installation of terminals</li> </ul> <p>And if any activity apart from above to be outsourced, detail thereof should be given.</p>	Give complete details. Include the names of the vendors to whom some Services will be outsourced.
12	The bidder is required to provide support at all centres where Central Bank of India is having offices / branches – existing as well as in future.	List the existing service centres and attach undertaking to provide support at all centres where Bank is having offices / branches – existing as well as in future.
13.	The bidder and OEM should not be currently black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	Self-Certificate
14.	<p>The Bidder should have its own Switch, if not then the bidder should have tie up arrangement with Switch Service Provider, certified for credit &amp; debit card acquiring business by VISA/ MasterCard/ NPCI and AMEX (if required by merchant/Bank) and also the bidder/Switch Service Provider should be a registered third party processor/ member service provider (TPP/MSP) for VISA/ MasterCard and NPCI with requisite experience stated at eligibility clause no. 5.</p> <p>The bidder/Switch Service Provider should own/have requisite valid licenses to do the Merchant Acquiring Business. All the POS Terminals should be directly connected to the bidder's switch/Switch Service Provider for providing switch services for acquiring transactions.experience stated at clause no. 5. The bidder should own/have requisite valid licenses to do the Merchant Acquiring Business. All the POS Terminals should be directly connected to the bidder's switch for providing switch services for acquiring transactions.</p>	Proof in this regard to be submitted

RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of EDC machines		
15.	Merchant Management Software for mPOS terminals and Software Processing platform in house and the infrastructure should be in use for/by at least one Scheduled Commercial Bank in India for switching PoS	Declaration to this effect has to be Declaration to this effect has to be submitted by the bidder. Letter from one public sector / commercial bank has to be Submitted.
16.	The bidder should have both primary and DR centre fully audited and compliant to VISA/ MasterCard/ NPCI or any other Card Association guide lines.	The Bidder has to submit the audit Certificate for 2016.
17.	The Bidder / Switch Service Provider should have VAP / MIP / NFS connectivity in its data centre to provide the necessary connectivity to the Bank for routing VISA/Master Card/ NPCI tor any other Card Association transactions respectively. Bidder should have experience of “Fraud and Risk” Management for POS Acquiring business with at least one scheduled commercial Bank.	Bidder has to provide related details
18.	<p>The following capabilities needs to be available as part of Risk and Fraud Management.</p> <ul style="list-style-type: none"> <li>• Transactions monitoring in Real time/Near Real time through an automated rule engine.</li> <li>• Merchant Helpdesk 24x7x365 for attending to the queries of the terminal/machine, merchants, settlement &amp; payment related queries. Service Provider should have the merchant helpdesk for attending the queries of the merchants for transactions happen between 9AM-9PM. Between 9PM to 9 AM, the calls to be managed through automated voice response system.</li> <li>• Expertise in identification of changes in market trends, merchant behavior patterns.</li> <li>• Capability to hold the merchant payments in case of suspicion.</li> <li>• Expertise in creation of rules and implementing the same with minimum false positive ratios.</li> </ul>	Bidder should provide experience letter on letter head
19.	The bidder should also have the capability to provide DCC (Dynamic Currency Convertor) facility.However , it is Banks discretion to enable the same. All the certification efforts of their switch & mPOS Terminals need to be borne by the bidder except the certification / or any charges applied by the Card associations (VISA/Master card / NPCI or any other network ) to the Bank directly .	A note on functionality to be submitted.
20.	The bidder shall offer contact less (NFC) based mPOS terminals.	Shall submit technical documentation.
21.	mPOS Infrastructure supply & management shall comply with RBI/Govt/NPCI guidelines from time-to-time.	A technical compliance note

RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of EDC machines	 <b>सेन्ट्रल बँक ऑफ़ इंडिया</b> <b>Central Bank of India</b>	
22.	Equipment shall be upgradable to aadhaar enabled features for bio-metric authorization without any cost to the Bank. Any up-gradation as mandated by RBI/NPCI/IBA or Govt. directives shall be deliver and comply without any cost to the Bank. However in case any hardware component will be required to be attached , the cost for the same will be borne by Bank.	Technical Compliance Note



**Undertaking of Authenticity**

Format 6.11.

To.  
Deputy General Manager  
Corporate Communication Department  
Central Office,  
Sorabji Bhawan, Fort, Mumbai – 40021

**Reg.: RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of mPOS machines**

**Ref: Your RFF Ref:** CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017

With reference to the equipment being quoted to you vide our Quotation No: \_\_\_\_\_

dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the POS Terminal / Software already billed, we agree to take back the POS terminals without demur, if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 2017

\_\_\_\_\_  
(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of



**Format 6.12**

**GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION**

**Introduction:**

Central Bank of India intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

**Rules for E Procurement Auction (Reverse Auction):**

**a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

**b. ELIGIBILITY:**

Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

**c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  - a) Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
  - b) Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)
  - c) Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

**d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the System Integrator for the Reverse Auction. During the training the



Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.

- ii. Wherever necessary, the Bank / System Integrator may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

**e. DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

**f. DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

**g. CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a System Integrator specifically identified/ appointed/ empanelled by the Bank.

**h. PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.



- iv. During training, the issue of proxy bidding will be clarified in detail by the System Integrator.

**i. TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

**j. MASKING OF NAMES:**

- ii. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

**k. START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in Appendix 1 Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix 1 Form 02 of RFP. This total value is taken as the start price of the bidding process.

**l. DECREMENTAL BID VALUE**

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.----/-.
- ii. The bid decrement value shall be in multiples of Rs. ----/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of Format 5 (BOM) of RFP proportionately by the system.

**m. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix 1 Form 02 of RFP duly signed by the authorized official to Bank within 2



hours of close of auction by mail / fax.

- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the System Integrator by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the System Integrator. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the System Integrator to upload the faxed prices online. In case the required time is not available with the System Integrator at the time of receipt of fax message, the System Integrator will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

**n. EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

**o. CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

**p. OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor System Integrator can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**q. ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.



**Terms and conditions of Reverse Auction:**

- a) Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- b) The auction type is English Reverse No Ties.
- c) The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d) Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- e) Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f) There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g) Bidding will be conducted in Indian Rupees (INR).
- h) The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.
- i) The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j) The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k) Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- l) Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP CO:CCD:TXN-BKG:2016-17:7 dated 18.03.2017 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m) Only those bidders who are technically qualified and competent to provide the required solution as per RFP CO:CCD:TXN-BKG:2016-17:7 dated 18.03.2017 are only eligible to participate in Reverse Auction Process.
- n) All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

- o) All other terms and conditions of the RFP no. CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017 remain unchanged.

## COMPLIANCE AGREEMENT

## FORMAT 6.12A

We communicate our unconditional acceptance to the following terms and conditions of RFP CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017 for “RFP for Procurement of mPOS Terminals and empanelment of vendors” in connection with the reverse auction event held by CENTRAL BANK OF INDIA & to be conducted by \_\_\_\_\_.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of CENTRAL BANK OF INDIA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. CENTRAL BANK OF INDIA will make every effort to make the bid process transparent. However, the award decision by CENTRAL BANK OF INDIA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of CENTRAL BANK OF INDIA, bid process, bid technology, bid documentation and bid details. CENTRAL BANK OF INDIA TENDER documents remain the property of CENTRAL BANK OF INDIA and all suppliers are required to return these documents to CENTRAL BANK OF INDIA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of \_\_\_\_\_ or CENTRAL BANK OF INDIA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. \_\_\_\_\_ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and CENTRAL BANK OF INDIA.

9. CENTRAL BANK OF INDIA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from CENTRAL BANK OF INDIA. Any other suppliers, including those registered on \_\_\_\_\_ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at CENTRAL BANK OF INDIA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by \_\_\_\_\_ in consultation with CENTRAL BANK OF INDIA. The decision of CENTRAL BANK OF INDIA would be final and binding on all bidders.
14. CENTRAL BANK OF INDIA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold \_\_\_\_\_, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. \_\_\_\_\_, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. \_\_\_\_\_ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of \_\_\_\_\_'s control.
18. Please note that CENTRAL BANK OF INDIA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the CENTRAL BANK OF INDIA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.

20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature:**



**Format 6.13**

**Compliance Statement**

To.  
Deputy General Manager  
Corporate Communication Department  
Central Office,  
Sorabji Bhawan, Fort, Mumbai – 40021

**Reg.: RFP for Merchant Acquiring Business through Supply, installation, maintenance and management of mPOS machines**

**Ref: Your RFF Ref: CO:CCD:TXN-BKG:2016-17:7 dated 20.03.2017**

**Declaration**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Y/N)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all The terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids), notwithstanding whether those terms & conditions as given in RFP are getting reflected or not in application/undertaking being submitted to Bank.		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		
Eligibility Specifications	We hereby undertake that we comply with all the terms & conditions as given in RFP, to be eligible for bidding process, whether those terms & conditions are getting reflected or not in application/ undertaking being submitted to Bank by us.		

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

**Date**

**Signature with Name & Seal  
Designation**

**Escalation Matrix**

Name of the Company:

Delivery Related Issues

Name	Designated	Full Office Address	Phone No	Email
	First Level Contact			
	Second Level contact (if response not received in 24 hrs)			
	Regional/Zonal Head (if response not received in 48 hours)			
	Country Head (if response not received in one week)			

Service Related Issues

Name	Designated	Full Office Address	Phone No	Email
	First Level Contact			
	Second Level contact (if response not received in 24 hrs)			
	Regional/Zonal Head (if response not received in 48 hours)			
	Country Head (if response not received in one week)			

Any change in designation, substitution will be informed by us immediately.

**Date**

**Signature with Name & Seal**

**Designation**





**PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)**

7.1	Bid Security Amount	Rs. 5,00,000/-
7.2	Bid Validity Up to	180 days from the last date Stipulated. For receipt of responses to the
7.3	Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award Of Contract	21 days
7.4	Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.	7 days
7.5	Period of Contract (from the Date of Award of Contract )	5 Years
7.6	Performance Security Amount	50 Lacs
7.10	Required period of validity of the Performance Security	60 months
7.11	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6.4	90 days

\*\*\*\*\*

**End of Document**