



REQUEST FOR PROPOSAL

BANK AGGREGATOR MODEL

IN

GOVERNMENT RECEIPT PORTAL SYSTEM “GRIPS”

[RFP Ref Memo No : 6994-F(Y); Date: 19.11.2018]

*FINANCE DEPARTMENT
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ABBREVIATIONS USED

- GRIPS – Government Receipt Portal**
- RFP – Request for Proposal**
- IFMS – Integrated Financial Management System**
- PG – Payment Gate Way**
- RBI – Reserve Bank of India**
- T day – Transaction day**
- T+1 day – Day next to the transaction day excluding Settlement Holidays, if any.**
- RTGS – Real Time Gross Settlement**
- NEFT – National Electronic Fund Transfer**
- GRN – Government Receipt Number**
- BRN – Bank Receipt Number**
- UPI – Unified Payment Interface**
- EMD – Earnest Money Deposit**

SECTION – I

INVITATION FOR BID

The Finance Department, Government of West Bengal has been collecting their Tax and Non Tax revenue through an Online Portal “Government receipt Portal System” – GRIPS, which is participated by 21 Scheduled Commercial Banks who are having individual Integration with the GRIPS Portal.

The Finance Department now intends to utilize the service of an Aggregator or Payment Gateway System of collection and reporting of Tax and Non Tax Revenue through the Finance Department’s “Government Receipt Portal – GRIPS” , for providing a wider scope and improve mechanism to the citizens and others to fulfill their Tax and Non Tax liabilities.

Competitive proposal and offer for an Online payment Solution for deposit of Tax and Non Tax Revenue deposit through the Finance Department’s “Government Receipt Portal – GRIPS” by Government offices and other citizens of the state, is hereby invited from eligible Payment Gateway Service Providers who would function as an Aggregator Bank, for the purpose of collection of Online Tax and Non Tax Revenue.

The collection of Tax and Non Tax revenue through the Aggregator Model would be an added feature in the existing collection mechanism presently available in GRIPS (Online and Offline) i.e. the existing individual integration with 21 individual banks would continue as of present along with the Aggregator mode of fund collection with the complete bouquet of banking products as a value addition in GRIPS offering a wider and sophisticated scope to the citizens to fulfill their Tax and Non Tax liabilities.

ELIGIBILITY CRITERION

The applicant Service Providers or Bidders should possess and be able to demonstrate following **eligibility criterion**:

- A. Scheduled Commercial Banks permitted to collect Tax and Non-Tax Revenue on behalf of the State Government of West Bengal by the Reserve Bank of India and participating in the present GRIPS Portal for collection of Tax and Non Tax-Revenue through Online and Offline modes.
- B. The eligible **Service Provider Bank should have a Payment Gateway facility** actively functioning in at least one Government Departments / Directorates/ Organizations / Undertaking in India.
 - i. The eligible Service Provider should have at least 40 banks out of which at least 15 banks should be from those participating in the existing GRIPS.
- C. The eligible Service Provider Bank should be able to provide Online Collection mechanisms / Instruments / Mode as follows:
 - i. Net banking Facilities of at least 40 banks
 - ii. Corporate Banking
 - iii. Credit Cards of VISA, Maestro and Master Card, Amex, Diners, RuPay and any other Card as may be approved by RBI
 - iv. Debit Cards of at least VISA, Maestro, Master Cards, RuPay and any other Card as may be approved by RBI
 - v. RTGS/NEFT/IMPS
 - vi. UPI,
 - vii. e Wallet.
- D. The **Service Provider Bank should be capable to settle all collections routed through the PG system on T+1 day**, with RBI in favor of the Government of West Bengal, where "T" is the day of the successful transaction by the depositor.
- E. The eligible Service Provider Bank should have at least one Globally accepted Certification for Information security like VeriSign, etc.
- F. The eligible Service Provider Bank should be certified for PCI DSS (Payment Card Industry Data Security Standard) company and should have ISO 27001:2013 like certification for Information Security Management.
- G. The eligible Service Provider Bank should fulfill the following:
 - i. A monthly average of 10 Lakh transactions through Online Mechanisms.
 - ii. Certification for Information security like VeriSign etc.

BID PROCEDURE

The Objectives, Scope of Work and Functional and Settlement Requirement as enumerated in Section II should be strictly observed by the applicants to understand the Financial and Operational requirements and objectives of the Finance Department, Government of West Bengal in introducing the Aggregator Model in their existing “ Government Receipts Portal i.e. GRIPS”.

A. Application Process:

- I. Applications – both in hard and soft copy – should be made in sealed envelopes / covers and should be submitted as per the **Bid Schedule**. The envelope shall be **superscribed** as **“Bid For Bank (Payment) Aggregator Model in Government Receipt Portal System (GRIPS)”**
- II. Clause regarding acceptance of Bid by fax or email.
- III. Clause regarding hand written Bids, alteration and use of erasure in Bid
- IV. **Application should be supported by all relevant documents** as elaborated in the **“List of Documents”**.
- V. Earnest Money Deposit (EMD) :
An EMD of Rs. 50,000 /- is to be submitted in the form of a “Bank Draft” payable at Kolkata.
 - a) EMD of the bidder securing points next to the selected bidder (highest scorer) would also be retained till the **“Performance Bank Guarantee”** from the selected bidder is received.
 - b) The EMD of the unsuccessful and disqualified bidders and bidders who have withdrawn their bid would be refunded within one month from the date of **Notification of Award**.
 - c) The EMD may be **forfeited** if the selected bidder does not enter into agreement within due time as per **Bid Schedule**.
 - d) No interest shall be paid by the Government on the EMD amount.

B. Withdrawal of Bid:

Bid may be withdrawn at least 2 days before the **“Bid Opening Date”**. Duplicate bids shall not be submitted. If duplicate bids are submitted , bids submitted later shall be considered and earlier bid shall be rejected.

C. Rejection of Bids

Bids would be rejected if:

- i. Bids deposited after due time.
- ii. If any fraudulent claims are observed.
- iii. If any document are proved to be erroneous at any later stage.
- iv. If the eligibility clauses / criterion are not fulfilled.
- v. If requisite EMD is not submitted along with the application.
- vi. If any restriction is imposed on the Aggregator Bank, By RBI.
- vii. If any other State or Central Government Department blacklists such an Aggregator Bank.

D. Documents to be submitted:

a) Following Certificates / Documents should be enclosed alongwith the Application :

- i. Client certification of no. of banks offered in PG: YES/NO
- ii. Client certification of no. of banks offered in Corporate Banking: YES/NO
- iii. Client certification of no. of eWallet offered in PG: YES/NO
- iv. Information Security certification: ISO 27001:2013 or equivalent: YES/NO
- v. Quality Certification: ISO 9001:2015 or CMM Level 3 and above: YES/NO
- vi. Latest certification on PCI DSS Standard : YES/NO
- vii. RBI permission to act as Agency Bank for collection of Tax and Non-Tax Revenue on behalf of Govt. of West Bengal: YES/NO
- viii. Ownership of PG Switch; YES/NO
- ix. HR certification on no. of Manpower on own payroll as on 31.03.2018: YES/NO.
No._____;
- x. Client certification No. of Govt. project successfully implemented: YES/NO;
No._____;
- xi. Certification on data processing speed: YES/NO; No. _____;
- xii. Client certification on No. of average monthly transactions: YES/NO;
No._____;
- xiii. Client certification No. of handling successful transactions on monthly basis with success rate: YES/NO; No._____;
- xiv. No. of Key resource person for PG services with relevant details on the skills as entailed in the RFP: YES/NO; No._____;
- xv. Certification on the Detailed Technical solution and its components: YES/NO;
No._____;
- xvi. Certification on the understanding of the solution proposed and its integration with GRIPS: YES/NO; No._____;
- xvii. Certification on the Post implementation O&M support solution proposed with local help desk number in Kolkata and escalation matrix: YES/NO; No._____;
- xviii. Certification on specialized e-wallets for GRIPS: YES/NO; No. _____;

- xix. Certification on the provision of GRIPS application to be used from the existing Mobile App of the Selected PG provider: YES/NO; No._____;
- xx. Certification on security measures to be undertaken to protect application from hacking / unauthorized access/ DoS attacks: YES/NO;
- xxi. Certification on Risk mitigation and Business Continuity methodology: YES/NO;

b) Comprehensive Declarations regarding:

1. Whether permitted to function as Agency Bank for the Government of West Bengal by RBI: YES / NO
2. Whether participating in present GRIPS for Online and Offline transactions: YES / NO
3. Total number of Bank Branches in West Bengal: _____(attach signed list)
4. Total number of clientele in West Bengal: _____(attach signed list)
5. Total number of Banks participating in the PG system offered: _____ (attach signed list)
6. Out of total no of Banks offered in PG,, no. of Banks already available in GRIPS:_____ (attach signed list)
7. Total no. of payment instrument offered in PG with detailed specification (i.e. Debit Card, Credit Card, Net Banking. Corporate Banking, eWallet, UPI etc) _____(attach signed list)
8. Number of Banks offered in the Net Banking System:_____ (attach signed list)
9. Number of Banks offered in the Corporate Banking System:_____ (attach signed list)
10. Number of Banks offered in the RTGS/NEFT System:_____ (attach signed list)
11. Debit Cards offered for: _____(Visa, Master Card, Maestro etc) (attach signed list)
12. Credit Cards offered for: _____(Visa, Master Card, Maestro etc) (attach signed list)
13. No. of e Wallets offered :_____ (attach signed list)
14. Type of e Wallet – Open / Closed / Both
15. Specialized e Wallet exclusively for GRIPS – YES / NO
16. Other Online transaction modes provided: _____ (attach signed list)
17. Collections in F.Y 2017-18 through Net Banking_____
18. Collections in F.Y 2017-18 through all online mechanisms_____
19. Number of load balancers available_____ (attach signed list)

20. Compatibility with the future mobile app to be developed by the Finance department: YES/NO
21. Providing the facility of GRIPS in the present mobile application of the Aggregator bank: YES/NO
22. Downtime offered - _____
23. DR & BCP provisions _____
24. Bank draft for an EMD of Rs _____/- has been enclosed.: YES/NO
25. Bank Guarantee would be provided as per direction within stipulated time. YES / NO
26. Any other offer to be made: _____
27. Undertaking to settle all funds reported as Success on T+1 day without considering whether such amount has been realized by the PG provider from the originating Bank: YES/NO

BID SCHEDULE

Sl No	Process	Dates
1	Bid publishing date	20.11.2018
2	Pre -Bid discussion	03.12.2018 at 3:00PM
3	Bid submission start date	20.11.2018 (from 10:30 AM to 5:30 PM)
4	Bid withdrawal last date	14.12.2018 (from 10:30 AM to 5:00 PM)
5	Bid submission last date	17.12.2018 (upto 3:00 PM)
6	Presentation on bid by bidders	18.12.2018 (Exact time shall be intimated separately to the bidders)
7	Bid opening date	18.12.2018
8	Declaration of successful bidder [Issue of letter of Intent (LOI)]	21.12.2018
9	Bank Guarantee to be provided within	Within 7 days from date of receipt of LOI
10	Agreement to be signed within	Within 7 days from date of receipt of Bank Guarantee

VENUE FOR BID SUBMISSION

Nabanna, 12th Floor, Room No.1211A
325,Sarat Chatterjee Road,
Howrah-711102

Submission starts on 20.11.2018 from 10:30AM till 3:00 PM of 17.12.2018

PRE BID DISCUSSION

A pre-bid discussion will be arranged as per Bid Schedule. The Finance Department may modify or repeal one or more clauses in the RFP, if deemed fit.

Interested bidders may also send their queries, suggestions, mistakes noticed in the Bid Document, etc. before the pre-bid meeting by email to : grips.pgrfp@gmail.com

Venue for Pre-Bid Discussion:

Nabanna, 12th Floor, Room No.1202
325,Sarat Chatterjee Road,
Howrah-711102

Date: 03.12.2018; Time: 3:00PM

The response / clarifications to queries shall be uploaded in the website and send by email to the participants of the meeting within 5 days of the pre-bid meeting.

The response / clarifications to queries shall become the part of the RFP.

SELECTION AND EVALUATION PROCESS

Bid evaluation committee (“Evaluation Committee”) appointed by the Finance Department will carry out the evaluation of Payment Aggregator Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Criteria	Basis for valuation	Max Marks	Supporting
ORGANIZATION STRENGTHS		15	
Manpower on own payroll as on 31.03.2018	Relevant manpower working in internal IT team of PG projects More than Equal to 50 personnel but less than 100 personnel : 1 marks More than Equal to 100 personnel but less than 150 personnel : 2 marks More than Equal to 150 personnel but less than 200 personnel : 3 marks Greater than or equal to 200 personnel : 5 marks	5	HR certificate certifying the relevant manpower strength
Quality	ISO 9001:2015 or CMM Level 3 and above	2	Certificate copy & verification of originals during evaluation
Security	ISO 27001:2013 certification or equivalent	2	Certificate copy & verification of original during evaluation
Standards	Latest PCI DSS standards certification	1	Certificate copy & verification of original during evaluation

Criteria	Basis for valuation	Max Marks	Supporting
PG Switch	Organization has ownership of its own internal financial transaction processing switch	5	Self Declaration along with Documentary evidence from Switch manufacturers (Declaration/invoice/ PO) as an documental evidence w.r.t. ownership of PG Switch .
RELEVANT STRENGTHS		50	
Wallets and cash cards	<p>Total number of wallets integrated in existing projects:</p> <p>Wallets and Cash cards</p> <p>1-4:1 marks</p> <p>5-6 : 2 marks</p> <p>6-7: 3 marks</p> <p>7-8: 4 marks</p> <p>10 or more : 5 marks</p>	5	Bidder shall provide client certified report of handling such wallets and cash cards.
Corporate Banking	<p>Out of total banks offered in PG, facility for Corporate Banking options;</p> <p>Upto 10 Banks: 1 mark</p> <p>Above 10 and Upto 15 Banks: 2 marks</p> <p>Above 15 Upto 20 Banks: 3 marks</p> <p>Above 20 Upto 25 Banks: 4 marks</p> <p>>25 Banks: 5 marks</p>	5	Bidder shall provide client certified report of handling corporate banking
The Bidder should have successfully implemented (Go-Live) or implementing at least 5 similar Government Projects (a minimum of 40 banks including 15 of GRIPS in their PG platform) or more over the past 5 years as of 31.03.2018	<p>When No. of Completed / Ongoing similar Govt. PG projects or more over the past 5 years as on 31.03.2018.</p> <ul style="list-style-type: none"> • Equal to 5 projects : 5 marks • 6-7 govt projects : 6 marks • 7-8 govt. projects : 8 marks • More than 8 Govt. projects : 10 marks 	10	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Execution Certificate (for ongoing projects) from the client(s).</p>

Criteria	Basis for valuation	Max Marks	Supporting
Implemented and maintained similar PG systems capable of processing at least 1000000 (One million) transactions on monthly basis	<ul style="list-style-type: none"> • More than 1million less than equal to 1.25 million transactions in a month : 7 marks • More than 1.25 million less than equal to 1.5 transactions : 8 marks • More than 1.5 million less than equal to 2 million transactions: 9 marks • More than 2 million transactions: 10 marks 	10	<p>Bidder shall provide proof of handling such transactions as a certificate from client.</p> <p>If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be verified by Evaluation Committee</p>
Success Rates on Average over the past 3 years as on 31.03.2018 on Netbanking and Card based transactions	<ul style="list-style-type: none"> • Upto 97% successful transactions: 7 marks. • More than 97% less than equal to 98% : 8 Marks. • More than 98% less than equal to 99%: 9 marks • More than 99% : 10 marks 	10	Bidder shall provide client certified report of handling such successful transactions
Total number of banks offered in current projects	<ul style="list-style-type: none"> • 40 - 45 banks: 7 marks • 45 - 50 banks : 8 marks • 50-55 banks : 9 marks • 55 and above : 10 marks 	10	Bidder shall provide client certified report of handling such banks.
APPROACH & METHODOLOGY		35	
Solution Proposed Demonstration of understanding of the requirements	<ul style="list-style-type: none"> • Detailed Technical Solution architecture and its components proposed to meet data, performance, load balancing, concurrent usage, scalability, availability requirements of the project : 5 Marks • Understanding of the objectives of the assignment , Software solution proposed and its integration with the GRIPS mobile app : 5 Marks • Post-implementation O&M support solution proposed with local helpdesk number in Kolkata and escalation matrix: 5 Marks 	20	Self certified documents & presentation to Evaluation Committee

Criteria	Basis for valuation	Max Marks	Supporting
Approach and Methodology to perform the work in this assignment	Qualitative assessment based on: <ul style="list-style-type: none"> Specialised e-Wallets offered by aggregator exclusively for GRIPS:- 3 Marks Provision of GRIPS applications to be used from the existing Mobile app of the PG provider - 5 marks (2 marks for android and 3 marks for iOS compatibility) Security measures to be undertaken to protect application from hacking / unauthorized access/ DoS attacks : 5 Marks Risk Mitigation and Business Continuity Methodology proposed - 2 Marks 	15	Self certified documents & presentation to Selection Committee
RESOURCE PROFILE	Qualitative assessment	5	
Manpower	Key Project Resources with relevant skills for PG services <ul style="list-style-type: none"> One Project Manager - 1 Marks A Senior Domain Analyst - 1 Mark One Tech Lead - 1 Mark A Senior Software Engineer -1 Mark One Database Administrator- 1 Mark 	5	Relevant CVs certified by the bidder with confirmation that these resources will be available during the development and implementation phase.
Total		100	

Key Resource profiles:

S. No.	Position	Minimum Years of Professional Experience	Specific Expertise
1.	Business domain expert	15	Should have B.Tech/M.Tech and PGDBM/MBA. Industry experience of working on PG integration projects. Work experience in government sector desirable.
2.	Project Manager	15	Should have B.Tech/ M.Tech with PMP certification, experienced in large Web Development, Mobility and PG Integration projects. Work experience in government sector desirable
3.	Technology Manager	10	Should have a bachelor's degree. Experience of working on complex architecture, PG integration and technical/ programming related projects for domestic or multi geography assignments is required.
4.	Technical team Lead /Senior Software Engineers / DBA	5	Should have a Bachelor's Degree and have extensive technical expertise (5+ years) on complex Web and Mobile APP development, database administration and configuration, system integration, infrastructure setup, system support and maintenance as required for the Payment Gateway project.

GRIPS evaluation committee (“Evaluation Committee”) after necessary evaluation of the eligibility criteria, documents, declarations & undertakings submitted by the bidders shall offer the Bank Aggregator Solution of GRIPS to the bidder satisfying required eligibility criteria and obtaining the highest marks. In case it is observed that more than one bidder have secured the same marks from the above evaluation then the applicant with the largest branch network in the State of West Bengal would be preferred.

On selection of successful bidder a “Letter of Intent (LOI)” will be issued to the successful bidder by the Finance Department.

The successful bidder shall submit Bank Guarantee along with “Letter of Acceptance (LOA)” within 7 days from the date of receipt of LOI.

On submission of Bank Guarantee and LOA, the Agreement will be signed between the Finance Department and selected bidder within 7 days from receipt of Bank Guarantee.

The letter for Commencement of Work will be issued to the selected bidder by the Finance Department. On receipt of intimation for Commencement of Work, the Bidder shall commence work.

Important Instructions :

- i. The bidder shall sign on all the statements, documents, certificates, submitted by him, owning responsibility for their correctness/ authenticity.
- ii. The Model Agreement and RFP alongwith the response / clarifications to queries shall be the complete Bid Document.
- iii. After selection of the Service Provider the Agreement shall be signed.

PERFORMANCE BANK GUARANTEE

Bank Guarantee of Rs. 10,00,000/-, (Rs. Ten lakhs) valid till the period of contract, to be provided by the selected service provider bank before the agreement.

In case of failure to provide such Bank Guarantee the bidder with the second highest number in the bidding process would be considered, while forfeiting the EMD of the service provider failing to provide such Bank Guarantee.

PERIOD OF CONTRACT

The State Government would enter into an agreement with the selected Payment Gateway Service Provider, for a period of 5 years.

The contract may be renewed by the state government for another period of 5 years by the consent of both the parties.

The state government may initiate fresh bid after the contract period.

SECTION – II

BRIEF OVERVIEW OF GOVERNMENT RECEIPT PORTAL SYSTEM (GRIPS)

Government Receipts Portal System (GRIPS), an initiative of the State Government for online collection of Tax / Non-Tax Revenues and Deposits of the State, was launched on 10th October, 2012 vide Notification No. 8298-F(Y) Dated 03.10.2012. West Bengal is the second state in the country to implement this e-Governance project for online collection of state revenues and deposits, next only to Odisha. Prior to the GRIPS becoming operational in the State, an "Online System of Tax Receipt" (OLSTR) had been introduced by the Finance Department in the year 2008 to facilitate payment of Commercial Taxes by the Taxpayers through the portal of the Agency Banks.

Since November, 2016, GRIPS have been integrated with the IFMS (*Integrated Financial Management System*) and e Kuber of RBI. Both Online and Offline facility of deposition of Tax and Non Tax liability is now possible through GRIPS Portal, which is accessed from the IFMS Portal by the depositors for payment of the State Government Tax and Non Tax Liabilities.

Currently there are 21 (twenty one) banks participating in GRIPS as agency banks, collecting revenue on behalf of the State Government and settling the Funds so collected with RBI (Reserve Bank of India) on the next day (i.e T+1 day, if it is not a settlement holiday as per RBI Calender). Out of these 21 Banks, 18 Banks are Public Sector Nationalised Banks and there are 3 Private Sector Banks (ICICI Bank, HDFC Bank and Axis Bank). All 21 Banks provide the Online deposition of revenue through Net Banking mode. Four Banks (SBI, UBI, IOB and ICICI Bank) provides collection facilities through Debit Cards and 19 Banks provide Offline Collection facility through "Over the Counter Deposition" for Offline challans generated through the GRIPS Portal.

There are presently 89 Departments and Directorates receiving their revenue through GRIPS. The total Collections through GRIPS (Online and Offline) for the F.Y. 2017-18 was Rs 49300 Crore against 86 Lakh challans.

OBJECTIVES FOR INTRODUCTION OF “PAYMENT GATEWAY SYSTEM”

GRIPS is presently operating on the basis of individual Integration with 21 Banks. Online features of Net Banking and Debit Card (for 4 Banks) and RTGS mode of collection are being provided by the participating Banks. The State Government aims at increasing the scope and operational boundaries of GRIPS by bringing in its operational ambit as many banking partners as possible as well as inclusion of other modes and instruments of online payments. This would widen the scope for the citizens to reach the State Government for payment of Tax and Non Tax liabilities.

Further, through the PG system the State Government aims at developing a “**Single Integration**” point with a PG Service provider, which would enable the State Government to be benefitted from the services of not less than 40 (Forty) Public Sector and Private Sector banks and have an access to the latest developments in the field of Online Payment mechanisms i.e. Debit and Credit Cards, e Wallets, RTGS/NEFT/IMPS, UPI, PayTM, Bharat QR etc. It is also expected that through this “Single Integration” with the PG all future developments / facilities / modes and instruments in the field of Banking would be made available to the State Government as well.

Again, the State Government aims at a **Single Point Reconciliation** for the transactions routed through GRIPS, through the introduction of the “Payment Gateway System”. It is also expected that the PG would provide Real Time “Success/Failure” information to GRIPS, based on which Service for which the payment had been intended, would also be possible to be delivered on a “Real Time Basis”, thus adding to the efficiency of the entire system.

Through the introduction of the PG System, it is also expected to do away with the “**Pending Status**” of the transactions routed through GRIPS. All payments routed should either be successful or should be failed. Any transaction not reported to the PG by any participating Bank beyond a fixed time range would be marked as “Failed” and payment received after that due time would be refunded back to the source bank account by the PG provider by the next day. Avoidance of depositor’s discomfort due to the pendency of the payment needs to be addressed through the PG system.

Accurate and timely generations of “**MIS**” reports are vital for monitoring the operational avenues of any Online System. GRIPS expects to be made available with tailor made Department wise, Bank wise, Payment mode wise, Period wise Real Time and periodic “MIS” reports, for monitoring, reconciliation and service delivery purpose.

SCOPE OF WORK

The selected service provider shall be responsible for providing following facilities and services to GRIPS Portal and Government of West Bengal. The scope of work of the “Payment Gateway” system is at present broadly classified subsequently. The service provider shall extend further services to the GRIPS portal and Government of West Bengal as per industry practice and further advancement in technology and process re-engineering to provide smooth services to the users.

The Scope of Work at present is as follows :

- i. To offer a secure Online Receipt solution of Tax and Non Tax Revenue through the GRIPS Portal (<https://wbifms.gov.in/GRIPS/>), Mobile Application etc.
- ii. Have a single point Integration with GRIPS, for providing the facility of multiple banking channels and multiple online banking products.
- iii. Providing the facility to access not less than 40 (forty) banking channels including Public Sector and Private Sector Banks.
- iv. Provide the facility to access and use Online payment modes like:
 - a) Net Banking
 - b) Debit Cards [VISA, Master Card, Maestro, RuPay, Maestro and any other debit cards as would be approved by RBI from time to time and desired by the Finance Department]
 - c) Credit Cards VISA, Master Card, Maestro, AMEX, RuPay, Diners and any other credit card as would be approved by RBI from time to time and desired by the Finance Department]
 - d) RTGS / NEFT/IMPS (executable Online and offline)
 - e) e Wallets
 - f) UPI
 - g) Bharat QR
 - h) Other online payment instruments as would be available in the banking parlour.
- v. To automatically upgradeto the latest developments in the technological and the banking parlours as and when required without further and separate integration for such developments.
- vi. Provide an interface to the depositor in GRIPS Portal to access the services of the PG and channelize their payment request to the Payee Bank for deduction of the intended amount from the depositor’s bank account and to receive the Success / Failure status from such Payee bank on a Real Time basis, through a completely automated system.
- vii. Capture the unique GRN number from the GRIPS Portal to proceed with the transaction initiated by the depositor.
- viii. Report and share the Real Time Success/Failure status of each transaction routed through the PG system to GRIPS.

- ix. Generate Paid Receipt challan from GRIPS on the strength of the Success string reported by the payee bank.
- x. To provide a Success / Failure message to the depositor on completion of the transaction.
- xi. To provide guarantee that a transaction/Payment reported as Success should not be reversed as Failure under any circumstances as Service would have got delivered on Real Time basis on receipt of the Success string. All transactions/payments reported as Success should be settled by the PG service provider under all circumstances.
- xii. To ensure that if a transaction is not reported Success or Failed by the payee bank within a reporting window of 30 / 40 seconds, then the PG should treat the said transaction as Failed and funds with respect to such a failed transaction is reported later on, then the same should be Refunded to the source bank account within 48 hrs.
- xiii. To ensure the refund to the source bank account within 48 hours, if funds for any failed transaction is reported by the payee banks on a later date.
- xiv. In case of refund initiated by the State Government due to reasons other than failure of payment, the same shall be settled by the PG provider Bank with the Customer within 7 working days from the date of initiation of the fund request.
- xv. The selected bidder shall not claim any refund from the State Govt. against any transactions for which 'Success' BRN has been generated. Any refund of money which has been credited into the Government Account shall be processed as per Govt.'s rule of Refund. In case, Money debited but cannot be reported to GRIPS within a specified time limit, such may be refunded by the aggregator bank to the depositor within 48 hours. Hence, the selected bidder shall not allow any Chargeback, in any circumstances.
- xvi. To provide "Over the Counter" facility of deposition of Tax and Non Tax revenue in the bank counters of the PG providing bank branches, on the strength of the Offline Challans generated from the GRIPS Portal's PG interface. Such Offline challans if not settled within 7 days from date of generation (irrespective of holidays) should be marked as "Expired" and no fund should be collected against such "expired" GRNs. The status of the GRN should be shared with GRIPS for updation of the status to "Expired".
- xvii. To settle the funds so collected (for successful GRNs) with the RBI, by uploading the settlement files with e Kuber portal of RBI within the T+1 day (excluding the settlement holidays declared by RBI from time to time), where T day is the transaction initiation day for successful online transactions and the day of receipt of cash / clearance of cheque or bank draft in case of Offline transactions deposited in bank branches.
- xviii. Provide a detailed tailor made Reconciliation report to GRIPS on a Real Time basis regarding the total transactions initiated, Successful and Failed transactions and settlement of Funds on T+1 day with RBI.
- xix. Integrate with Mobile APP of IFMS /GRIPS

- xx. Provide tailor made MIS reports showing the collections department wise, service wise, bank wise, financial instrument wise and period wise for the purpose of monitoring, reconciliation and record maintenance.
- xxi. The PG service provider bank shall be responsible to incorporate future changes arising due to up gradation /augmentation of GRIPS without any additional cost to the State Government.
- xxii. There shall be no cap on the number and amounts of the transactions.
- xxiii. There shall be no cap on the destination accounts where the funds need to be settled. The State Government is free to add any further accounts as destination settlement account.
- xxiv. O&M services and Complain Resolution mechanism for PG services shall be provided for entire duration of contract. Senior Software Engineer(s) having specific expertise in handling Payment Gateway project must be stationed in Kolkata during the entire duration of O&M phases / Period of Contract. Senior Software Engineer(s) must have a bachelor's degree and have extensive technical expertise (5+ years) on complex Web and Mobile APP development, database administration and configuration, system integration, infrastructure setup, system support and maintenance as required for the Payment gateway project.
- xxv. The selected bidder should have Local helpdesk number in Kolkata and escalation chart.

FUNCTIONAL REQUIREMENTS OF THE PAYMENT GATEWAY SYSTEM

The Payment Gateway Service provider should provide the following functionalities:

- i. To integrate with GRIPS Portal.
- ii. To integrate with upcoming Mobile APP of IFMS / GRIPS
- iii. To develop an interface for the depositors to process their payment request.
- iv. Capture the GRN number from GRIPS and create an unique ID for processing within the PG system and then reporting back the success/failure status to GRIPS linking the ID so created internally within the PG with the GRN number fetched from GRIPS.
- v. To provide access to the electronic modes of payments of the existing 21 banks in GRIPS as of present and additional banking channels as available in the PG system.
- vi. In the interface icon, provide the facilities and operational instructions for the depositors.
- vii. Timely and automated sharing of data with the participating banks and GRIPS in encrypted form.
- viii. Update all future operational and technical improvements in the relevant sectors in the PG system.
- ix. Capture the Success / Failure status on real time basis.
- x. Report the Success / failure status with GRIPS on Real Time basis.
- xi. Refund of funds reported against Failed transactions to the source account within 48 hrs.
- xii. Generate SMS /e mail based confirmation or acknowledgement to the depositors.
- xiii. Real Time reporting of Success string to GRIPS for generation of Paid Receipt Challan.
- xiv. Settlement of funds with RBI through uploading of files with e kuber on T+1 day (excluding the settlement holidays of RBI), where T day is the transaction day for Online transactions and date of receipt of cash or clearance of cheques / drafts for "Over the Counter" collections.
- xv. Provide login access to the depositors to view the history of the transaction so made using the PG system.
- xvi. Automatic real time reconciliation of transactions generated with the successful and the failed transactions.
- xvii. Real time MIS report generation.
- xviii. 24*7 technical support or helpline.
- xix. Provide User manual and FAQs on the operational areas of the PG system.
- xx. Settle all disputes regarding wrong payments or double payments if any.
- xxi. There would be no cap on the number and amounts of the transactions.
- xxii. Provide Administrator's login to access to various reports and data.

- xxiii. The administrator can add new features or requirement in the PG system depending on the specific request and need of the departments which should be accommodated in the PG system by the service provider without any extra cost or charge to the State Government.
- xxiv. Any payment to be executed through the use of Cards should be authorised by the Card Issuing Authority. Set up a secure link between GRIPS, user and the card processor to avoid fraudulent transactions.
- xxv. The Payment Service must adhere to SSL (Security Sockets Layer) for transaction security. PG must ensure that information is never transmitted over the Internet unencrypted thereby preventing unauthorized access.
- xxvi. The PG service provider should provide backend interface to GRIPS to:
- Customize the payment page with logos, emblems pop-ups etc.
 - Download or Upload transaction / MIS files
 - View transaction history, audit trails etc.
- xxvii. The PG service provider would undertake to comply with all regulations of RBI, VISA, Maestro, Master card/ NPCI etc and all responsibilities would remain on the PG provider for any non compliance.
- xxviii. The PG service provider would get their functionalities audited from time to time as required by the guidelines of RBI, VISA, Master card/ NPCI etc.
- xxix. The cost of such audit would be borne by the Service Provider throughout the period covered under the agreement.
- xxx. The Service Provider should adhere to the Security standards such as VeriSign secured /VBV /CVV etc.
- xxxi. The service provider should provide a complete Audit trail and logging for various activities like Reporting, Admin, Transaction processing etc at various stages of transaction flow.

LIABILITY WITH RESPECT TO FAILED TRANSACTIONS

- i. The PG service provider would be exclusively liable to refund back to the source account the amounts, if any, reported against failed transactions.
- ii. The PG service provider would be exclusively liable if amount has been successfully reported to such service provider by the originating bank, by debiting the bank account of the depositor.

CHARGE BACK TRANSACTIONS

The selected bidder shall not claim any refund from the State Govt. against any transactions for which 'Success' BRN (Bank Receipt Number) has been generated. Any refund of money which has been credited into the Government Account shall be processed as per Govt.'s rule of Refund. In case, Money debited but cannot be reported to GRIPS within a specified time limit, such may be refunded by the aggregator bank to the depositor within 48 hours. Hence, the selected bidder shall not allow any Chargeback, in any circumstances.

FUND SETTLEMENT GUIDELINES

- i. All transactions reported as Successful to GRIPS on Real Time basis should be settled with the RBI e Kuber on the next day (excluding settlement holidays as declared by RBI) within the time frame as per RBI settlement guidelines.
- ii. There would be no cap on the number and amounts involved in such transactions.
- iii. There would be no cap on the destination accounts where the funds need to be settled. The State Government is free to add any further accounts as destination settlement accounts , which may be in RBI or any other Scheduled Bank.
- iv. The Service Provider shall clearly indicate the Flow mechanisms of settlement of Funds from the participating banks to the destination accounts and reconciliation there of through diagrams and flow charts.
- v. A 24*7 helpline should be made available to settle the functional queries and grievances of the depositors.
- vi. All refund of funds (if any) received with respect to failed transactions need to be settled within 48 hrs.
- vii. The Service Provider should be responsible for and settlement of any double deduction/reporting or erroneous deduction and reporting of funds.
- viii. All funds collected in a day till 12 at midnight should be settled with the RBI e Kuber on T+1 day where T is the date of successful transaction by the depositor.

PENALTY FOR DELAYED SETTLEMENT & REPORTING

Penalty on settlement of amounts after T+1 day would be levied as per SLA guidelines mentioned in the RFP.

CHARGES FOR THE AGGREGATOR SERVICE

- i. No charge should be levied on the Government for any of the Financial Instruments offered.
- ii. No charge should be levied on the depositors for use of any of the Financial Instruments used.
- iii. All inter-bank charge settlements among the participating Banks should be settled by the Aggregator Bank and no liability should fall on the State Government or on the Reserve Bank of India for honouring any claim for Agency Commission to the individual participating Banks of the Aggregator Model.
- iv. PG provider will provide free of all charges and conditions the development, integration and O&M services for integration of Payment gateway services with mobile app of GRIPS and iFMS as required by Finance Department and SI of GRIPS.

USER ACCEPTANCE TEST

User Acceptance Test (UAT) would be conducted jointly by the SI of GRIPS, Administrator of GRIPS and the Service Provider Bank with respect to all features of the PG system prior to Go Live. The service provider shall extend all timely and appropriate support, assistance and guidance to SI of Government of West Bengal and to the Government of West Bengal in conducting the UAT.

SERVICE LEVEL AGREEMENT

- i. Finance Department in all cases shall decide and therefore may impose SLA terms and conditions where situations were found within the control of the selected bidder. The terms and conditions are stated below:

Measurement	Target	Key Assumptions	Penalty
Settlement of collections routed through the PG system on T+1 day, with RBI in favour of the Government of West Bengal	Within T+1 for all transactions	where "T" is the day of the successful transaction by the depositor	<ul style="list-style-type: none"> • No Penalty within T+1. • Settlement on T+2, 1% interest p.m. above the Bank Rate as notified by the RBI time to time. • Settlement on T+3, 1.5% interest p.m. above the Bank Rate as notified by the RBI time to time. • Beyond T+3, 2% p.m. interest above the Bank Rate as notified by the RBI time to time.
Settlement of Refund with citizen in case of payment failure and debit of citizen account	All payments shall be settled successfully and should be processed and not refunded		<ul style="list-style-type: none"> • Less than 1% of transactions refunded: 2.5% of total refund amount • Between 1-2%: 5% of total refund amount. • > 2% refunded: 15% of total refunded amount.
Average Downtime of PG services	PG should be available 365 x 24 x 7 throughout with minimal downtime.		<p>Peak time : From 9AM to 9 PM Lean Time: from 9PM to 9AM</p> <p>Penalty for downtime in Peak time:</p> <ul style="list-style-type: none"> • Upto 10 minutes in a day - No penalty • 10 mins - 1 hr - Rs. 2,000/ hour • 1-4 hrs - Rs. 10,000 / hour • 4-8 hrs - Rs. 20,000 / hour • Beyond 8 hours - 2 lac for every hour downtime. <p>Penalty for Downtime in lean time:</p> <ul style="list-style-type: none"> • Upto 10 minutes in a day - No penalty • 10 mins - 1 hr - Rs. 1,000 per hour • 1-4 hrs - Rs. 5,000 / hour • 4-8 hrs - Rs. 10,000 / hour • Beyond 8 hours - 1 lac for every hour downtime.

- ii. The selected bidder shall be responsible to provide customized system generated MIS to the Finance Department for settlement of refund to customer in case payment failure and debit of account.
- iii. The selected bidder shall submit monthly Uptime Status Report of the PG to the Finance Department.
- iv. The selected bidder shall allow access in its portal to check the Uptime Status of PG to the Finance Department/SI of GRIPS.

SECTION-III

OFFER

**FOR AN ONLINE "PAYMENT AGGREGATOR" SOLUTION
FOR THE GOVERNMENT RECEIPT PORTAL SYSTEM "GRIPS"
IN TERMS OF THE RFP No. _____ Dt _____.**

**To
The Joint Secretary,
Finance Department,
Government of West Bengal,
Nabanna, Howrah.**

The _____, Bank hereby offers an Online Solution of a payment Aggregator System to the Finance Department, Govt. of West Bengal, following the terms and conditions laid down in the RFP No. _____ Dated:_____ .

A. General Declarations as per RFP:

1. Whether permitted to function as Agency Bank for the Government of West Bengal by RBI: YES / NO
2. Whether participating in present GRIPS for Online and Offline transactions: YES / NO
3. Total number of Bank Branches in West Bengal: _____
4. Total number of clientele in West Bengal: _____
5. Number of Banks participating in the PG system offered: _____ (attach signed list)
6. Out of total no of Banks offered in PG, No. of Banks already available in GRIPS: _____ (attach signed list)
7. Total no. of payment instrument offered in PG with detailed specification (i.e. Debit Card, Credit Card, Net Banking, Corporate Banking, eWallet, UPI etc) _____ (attach signed list)
8. Number of Banks offered in the Net Banking System: _____ (attach signed list)
9. Number of Banks offered in the Corporate Banking System: _____ (attach signed list)
10. Number of Banks offered in the RTGS/NEFT System: _____ (attach signed list)
11. Debit Cards offered for: _____ (Visa, Master Card, Maestro etc) (attach signed list)
12. Credit Cards offered for: _____ (Visa, Master Card, Maestro etc) (attach signed list)
13. No. of e Wallets offered : _____ (attach signed list)
14. Type of e Wallet – Open / Closed / Both
15. Specialized e Wallet exclusively for GRIPS – YES / NO
16. Other Online transaction modes provided: _____ (attach signed list)
17. Collections in F.Y 2017-18 through Net Banking _____
18. Collections in F.Y 2017-18 through all online mechanisms _____
19. Number of load balancers available _____ (attach signed list)
20. Compatibility with the future mobile app to be developed by the Finance department: YES/NO

21. Providing the facility of GRIPS in the present mobile application of the Aggregator bank : YES/NO
22. Downtime offered - _____
23. DR & BCP provisions _____
24. Bank draft for an EMD of Rs _____/- has been enclosed.: YES/NO; Draft No. & date _____.
25. Bank Guarantee would be provided as per direction within stipulated time. YES / NO
26. Any other offer to be made: _____

B. Documentation/Certification enclosed by the bidder:

Following Certificates / Documents should be enclosed alongwith the Application :

- i. Client certification of no. of banks offered in PG: YES/NO
- ii. Client certification of no. of banks offered in Corporate Banking: YES/NO
- iii. Client certification of no. of eWallet offered in PG: YES/NO
- iv. Information Security certification: ISO 27001:2013 or equivalent: YES/NO
- v. Quality Certification: ISO 9001:2015 or CMM Level 3 and above: YES/NO
- vi. Latest certification on PCI DSS Standard : YES/NO
- vii. RBI permission to act as Agency Bank for collection of Tax and Non-Tax Revenue on behalf of Govt. of West Bengal: YES/NO
- viii. Ownership of PG Switch; YES/NO
- ix. HR certification on no. of Manpower on own payroll as on 31.03.2018: YES/NO. No. _____;
- x. Client certification No. of Govt. project successfully implemented: YES/NO; No. _____;
- xi. Certification on data processing speed: YES/NO; No. _____;
- xii. Client certification on No. of average monthly transactions: YES/NO; No. _____;
- xiii. Client certification No. of handling successful transactions on monthly basis with success rate: YES/NO; No. _____;
- xiv. No. of Key resource person for PG services with relevant details on the skills as entailed in the RFP: YES/NO; No. _____;
- xv. Certification on the Detailed Technical solution and its components: YES/NO; No. _____;
- xvi. Certification on the understanding of the solution proposed and its integration with GRIPS: YES/NO; No. _____;
- xvii. Certification on the Post implementation O&M support solution proposed with local help desk number in Kolkata and escalation matrix: YES/NO; No. _____;
- xviii. Certification on specialized e-wallets for GRIPS: YES/NO; No. _____;
- xix. Certification on the provision of GRIPS application to be used from the existing Mobile App of the Selected PG provider: YES/NO; No. _____;
- xx. Certification on security measures to be undertaken to protect application from hacking / unauthorized access/ DoS attacks: YES/NO;
- xxi. Certification on Risk mitigation and Business Continuity methodology: YES/NO;

C. Undertaking given:

- i. To settle all funds reported as Successful to GRIPS under all circumstances (from any of the online transaction channels) within T+1 day with RBI ekuber, (where T is the date of successful transaction by the depositor). Non settlement of funds by the participating banks with the Aggregator would not be criteria for non settlement of funds with RBI on T+1 day.
- ii. To refund all funds reported after the transactions are declared as Failed to the source / originating account within 48 hours.
- iii. To provide all future developments in the different modes on online transactions to GRIPS without any financial burden on the Finance Department.
- iv. Single Integration between the Aggregator and GRIPS would suffice for all facilities to be provided.
- v. No financial burden would be applicable on the Finance Department for the purpose of Integration.
- vi. No charges would be levied on the Finance Department or on the depositors for any of the transaction modes offered by the Aggregator.
- vii. All commissions payable to the participating banks by the Aggregator Bank would be settled by the Aggregator Bank without any liability on the Finance department or the Reserve Bank of India.
- viii. MIS reports Day wise, Head of Account wise and Department Wise would be provided in the proforma as approved by the Finance Department in as many numbers as would be desired by the Finance Department.
- ix. All transactions would be reported as Success or failure on Real Time basis. There should be no Pending transactions.
- x. Reconciliation reports of total transactions made, Successful and Failed transactions would be provided on Real Time basis.
- xi. All disputes arising out of complains from the depositors regarding proper reporting successful transactions and refund of funds for failed transactions would be settled by the Aggregator Bank.
- xii. To update the Aggregator System with all future updations w.r.t. data transmission security and reporting system and also to comply with all other Banking regulations as would be issued by competent authority from time to time.
- xiii. No claim for any refund from the State Govt. against any transactions for which 'Success' BRN has been generated. Any refund of money which has been credited into the Government Account shall be processed as per Govt.'s rule of Refund. In case, Money debited but cannot be reported to GRIPS within a specified time limit, such may be refunded by the aggregator bank to the depositor within 48 hours. Hence, No Chargeback shall be claimed in any circumstances.
- xiv. The key project resources will be stationed at Kolkata until Go-LIVE of the project.

- xv. To provide post implementation O& M services for PG Services for entire duration of contract. Senior Software Engineer(s) having specific expertise in handling Payment Gateway project must be stationed in Kolkata during the entire duration of O&M phases. Senior Software Engineer(s) must have a bachelor's degree and have extensive technical expertise (5+ years) on complex Web and Mobile APP development, database administration and configuration, system integration, infrastructure setup, system support and maintenance as required for the Payment gateway project.
- xvi. To provide Help Desk Support with Local helpdesk number in Kolkata and dedicated Email provision for redressal of problems apart from Help Desk Support.

All functional areas, scope of work and other details as enumerated in the RFP has been understood both technically and administratively besides the architecture of the GRIPS Portal and would be provided in the PG system offered.

It is also certified that all declarations made, documents offered and undertakings accepted are true and provided after complete understanding of all related procedures and circumstances. It is also understood that if any of the above are not complied with or found to be false, then all necessary actions as per Banking Rules and other Legal provisions may be initiated by the Finance Department Government of West Bengal. The terms and conditions of the RFP are acceptable to us.

The undersigned is legally authorized to submit the bid / offer.

Signature of the authorized person with Bank Seal

Agreement between Finance Department, Government of West Bengal and _____Bank for online collection of money in GRIPS through Payment Gateway

This agreement made at Howrah on this day _____ between Government of West Bengal represented by Additional Chief Secretary, Finance Department, Government of West Bengal having office at Nabanna, 12th Floor, Howrah, West Bengal (here in after referred to First Party) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its subsidiary, successors and assigns of the First PART.

AND

_____, a company incorporated under the Companies Act, 2013 and a bank within the meaning of the Banking Regulation Act, 1949 and having its registered office at Regional Office , _____ (West Bengal) (hereinafter referred to as the "second party ", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the SECOND PART.

The Parties shall hereinafter collectively refer to as the "Parties" and individually as "Party".

WHEREAS

- A. The first party has an online portal called Government Receipt Portal System which is integrated with 21 Agency Banks for payment of tax and non tax revenue of all Department/ Directorates/ Offices under the Government of West Bengal. Both Online and Offline facility of deposition of Tax and Non Tax liability is now possible through GRIPS, which is accessed from the IFMS Portal by the depositors.
- B. Second Party is in the business of providing Banking services including Payment Gateway, e-Wallet and other digital payments.
- C. First party and Second Party are desirous of entering into an arrangement whereby the payment of Tax and Non Tax liability of all Department/Directorates/Offices under the Government of West Bengal as well as different Government parastatals like Municipalities, Zilla parishad, Boards, Societies, corporations etc. utilizing the GRIPS Portal will be enabled by the Payment Gateway facility provided by the Second Party Aggregator bank with following features, functionalities and payment options :
- D. The second party should have at least 40 banks participating in their PG platform including at least 15 banks presently operational in GRIPS.
- E. To provide the facility to access and use Online payment modes like:
 - i. Net Banking
 - ii. Debit Cards [VISA, Master Card, RuPay, Maestro and any other debit cards as would be approved by RBI from time to time and desired by the Finance Department]
 - iii. Credit Cards VISA, Master Card, AMEX, RuPay, Diners and any other credit card as would be approved by RBI from time to time and desired by the Finance Department]
 - iv. RTGS / NEFT /IMPS (executable Online and offline)
 - v. Corporate Banking
 - vi. e-Wallet
 - vii. UPI
 - viii. Bharat QR
 - ix. Other online payment instruments as would be available in the banking parlour
 - x. Mobile App compatibility
 - xi. MIS & Reconciliation Statements

The Parties hereto have agreed that their respective rights and obligations with regard to their business relationship between them inter se will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

IT IS NOW AGREED by and between the parties hereto as under: -

1. For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.
 - i. "Agreement" shall mean this agreement and all schedules, appendices, annexures and exhibits attached to it and all schedules, appendices, annexures and exhibits attached to it and includes any addition, modification or deletion thereof agreed to in writing by the Parties.
 - ii. "Customer" shall mean anyone who uses the said portal facility
 - iii. "Applicable Law" shall mean any statute, regulations, notification, circular, order, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of an authority, which has the force of law in India.
 - iv. "RBI Directions" shall mean any instructions guidelines issued by Reserve Bank of India from time to time under Payment and Settlement Systems Act, 2007 and or any other statutes and more particularly as per instructions containing in Circular bearing No. DPSS.CO.PD.No.1102/02.14.08/2009-10 dated November 24, 2009 and any other instructions amendments issued by RBI in this regard from time to time.
 - v. "GRN" shall mean Government receipt number.
 - vi. "BRN" shall mean Bank receipt number.
 - vii. "Transaction fees" shall mean fees/charges to be levied by the Second Party for the payment gateway services on the GRIPS.
 - viii. "Beneficiaries/ Applicant/ Citizens/ Taxpayers/Agencies" Shall mean any person / entity/CSC who directly or on behalf of another person / entity, desires to avail of or pay for Services offered by various Departments/Directorates/Parastatalas/Offices under State Government through the GRIPS.
 - ix. E-Kuber of RBI shall mean the Portal of RBI for settling the fund received in the pooling Account of the First Party and to be settled by the second party bank.
 - x. Destination Settlement Accounts shall mean e-Kuber of RBI or any other Scheduled bank where funds will be settled by Second Party Bank.
2. Depositors/ Applicant/ Citizens/ Taxpayers/Agencies will log into the GRIPS and fill in all information like, Depositors name, address, service details etc. After giving all service inputs Depositor will select the payment option as "Payment Gateway of _____Bank" out of various other existing payment options available in GRIPS.
3. Depositors will then be re directed to the Payment Gateway page of the Second Party and presented with different Payment options such as Debit Cards/Netbanking /Wallet/IMPS/Credit Cards/RTGS etc as per arrangement with Second party Bank. During this redirection, the Govt. Receipt No. (GRN). & Challan amount would be passed on as parameters to the Payment Gateway application. After completion of the payment process the end user shall be redirected back to the GRIPS with relevant transaction details with Bank Receipt No. (BRN) and status of payment (Success/failure).For each successful transaction completed, a server-to-server confirmation is sent by the payment gateway aggregator to GRIPS and a PAID" challan will be generated in GRIPS.
4. To provide a Success / Failure message to the depositor on completion of the transaction.

5. To provide guarantee that a transaction/Payment reported as Success should not be reversed as Failure under any circumstances as Service would have got delivered on Real Time basis on receipt of the Success string. All transactions/payments reported as Success should be settled by the PG service provider under all circumstances.
6. To ensure that if a transaction is not reported Success or Failed by the payee bank within a reporting window of 30 / 40 seconds, then the second party should treat the said transaction as Failed and funds with respect to such a failed transaction is reported later on, then the same should be refunded to the source bank account within 48 hrs. .
7. To ensure the refund to the source bank account within 48 hours, if funds for any failed transaction is reported by the payee banks on a later date.
8. In case of refund initiated by the First Party due to reasons other than failure of payment, the same shall be settled by the Second Party with the Customer within 7 working days from the date of initiation of the fund request.
9. The second party bidder shall not claim any refund from the State Govt. against any transactions for which 'Success' BRN has been generated. Any refund of money which has been credited into the Government Account shall be processed as per Govt.'s rule of Refund. In case, Money debited but cannot be reported to GRIPS within a specified time limit, such may be refunded by the aggregator bank to the depositor within 48 hours. Hence, the selected bidder shall not allow any Chargeback, in any circumstances. Second Party to ensure that all transactions made on a particular date till mid night (for successful GRNs) will be settled with the RBI, by uploading the settlement files with e Kuber portal of RBI within the T+1 day (excluding the settlement holidays declared by RBI from time to time), where T day is the day of successful transactions initiated by the depositors and the day of receipt of cash / clearance of cheque or bank draft in case of Offline transactions deposited at the counter of bank branch.
10. Provide a detailed tailor made Reconciliation report to GRIPS on a Real Time basis regarding the total transactions initiated, Successful and Failed transactions and settlement of Funds on T+1 day with RBI.
11. Provide tailor made MIS reports showing the collections department wise, service wise, bank wise, financial instrument wise and period wise for the purpose of monitoring, reconciliation and record maintenance.
12. There shall be no cap on the number and amounts of the transactions.
13. There shall be no cap on the destination accounts where the funds need to be settled. The First Party is free to add any further accounts as destination settlement accounts.
14. No charge should be levied on the First Party for the Financial Instruments offered.
15. No charge should be levied on the Depositors/ Applicant/ Citizens/ Taxpayers/Agencies for use of any of the Financial Instruments used.
16. Under no circumstances, the second party will be allowed or upward revision of the transaction fees.
17. All inter-bank charge settlements among the participating Banks should be settled by the second party Aggregator Bank and no liability should fall on the First party/State Government or on the Reserve Bank of India for honoring any claim for Agency Commission to the individual participating Banks of the Aggregator Model.
18. The Second Party shall provide 24*7 technical support or helpline.
19. The Second Party shall provide User manual and FAQs on the operational areas of the PG system
20. Both the parties ensure that all transactions happening through their portal are in accordance with and permitted by the legal practices and governing laws of the country. Both parties will take complete responsibility for the transactions going through their system and will ensure that the Products/Services on their website do not breach law of the country.

21. The second party service provider shall be responsible to incorporate future changes arising due to up gradation /augmentation of GRIPS without any additional cost to the First Party.

22. O&M

- i. The key project resources will be stationed at Kolkata until Go-LIVE of the project.
- ii. To provide post implementation O& M services for PG Services for entire duration of contract. Senior Software Engineer(s) having specific expertise in handling Payment Gateway project must be stationed in Kolkata during the entire duration of O&M phases. Senior Software Engineer(s) must have a bachelor's degree and have extensive technical expertise (5+ years) on complex Web and Mobile APP development, database administration and configuration, system integration, infrastructure setup, system support and maintenance as required for the Payment gateway project.
- iii. To provide Help Desk Support with Local helpdesk number in Kolkata.
- iv. Dedicated Email provision for redressal of problems apart from Help Desk Support.

23. Penalty:

Penalty on settlement of amounts after T+1 day would be levied as per SLA guidelines mentioned in the RFP .

24. SLA:

- a. Finance Department in all cases shall decide and therefore may impose SLA terms and conditions where situations were found beyond the control of the selected bidder as per clauses detailed in the RFP Section-II.

25. Indemnification by Second Party Bank

Second Party hereby undertakes and agrees to indemnify First Party and hold First Party harmless and keep at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of

- Any breach or non-performance of the Second Party and any of their undertaking, warranty or obligation under this Agreement or
- Any claim or proceedings brought by the Customer against First Party in respect of their product.

Both the parties shall also fully indemnify or hold harmless other party against any loss, costs, charges, expenses, demand or liability whether direct or indirect out of claim by third party that other party's products infringe intellectual property rights.

26. Term:

This Agreement shall be in force for a period of Five years (60 Months) from the date of signing this Agreement and may be extended for similar period upon such terms and conditions agreed by both the parties.

27. Termination :

In the event of breach of obligation under the agreement by any party, the other party shall give intention for termination notice for a period of 30 days' to the other party.

28. Points of contact of both the parties responsible for supervision of entire process & need of any communication between both parties will be between :

- First Party Point of contact: Joint Secretary, e-Governance Group, Finance Department, 325, Sarat Chatterjee Road, Howrah, West Bengal 711102
- Second Party Point of Contact: (i) xxxxx ----- BANK KOLKATA ____ Branch

29. Confidentiality:

The Parties agree and acknowledge that in connection with this Agreement, each Party will have access to certain trade-secrets and other non-public confidential information of the other during and in connection with its performance of Services hereunder ("Confidential and Proprietary Information"), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than those as strictly required for performance under this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of other Party's access to such Confidential Information. Each Party agrees to protect the proprietary information of the other with the same standard of care and precaution used by each to protect its own proprietary information of similar importance

"Confidential and Proprietary Information" is not meant to include any information which

- i. Is publicly available prior to this Agreement or is made publicly available by the Parties without restriction.
- ii. Is rightfully received by the personnel of both the Parties from Third party without accompanying secrecy obligations.
- iii. Is already in the possession of both the Parties and was lawfully received from sources other than the Parties themselves.
- iv. Is independently developed by the personnel of both the Parties without use or reference to Confidential and Proprietary Information.

The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement shall be maintained until the expiry of this Agreement and one year thereafter.

30. General Provisions:

- i. **Amendment:** This Agreement shall only be amended in writing, signed by Parties. The failure of either Party at any time or times to demand strict performance by the other of any of the terms of this Agreement shall not of itself be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of such terms.
- ii. **Technical Committee:** There shall be technical committee to be formed by the First Party to review the technical aspects of the payment gateway and to suggest mechanism for improvement of the payment gateway functionalities without the revision of transaction fees.
- iii. **Force Majeure:** Neither Party shall be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms of this Agreement by reason of laws or regulations, action by anybody or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control.
- iv. **Severability:** In the event that any provision of, or restriction contained in, this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions contained in this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions of this Agreement had not been included.
- v. **Arbitration:** In case any dispute arises between the first party and second party herein before out or in relation to this agreement then either of them may refer the same to the Chief Secretary to the Government of West Bengal who shall have the power to engage the sole Arbitrator for adjudication of such dispute by Arbitration & Conciliation Act, 1996 as amended in 2015.

- vi. **Record Retention:** Both the parties hereby agrees that in the course of performing functions and obligations under this agreement, both parties shall retain all records and information for atleast 10 years unless otherwise prescribed by Government or any court of law in this regard.

31. **Governing Law and Jurisdiction :**

This Agreement shall be governed by the laws of India and the courts located at Kolkata shall have exclusive jurisdiction in the event of any dispute.

32. **Counterparts :**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one.

In WITNESS WHEREOF the parties here to have executed this Agreement (in duplicate) on the day, month and year first here-in-above mentioned.

	For & On behalf of the First party (State Government)	For & On behalf of the Second Party (_____Bank)
Signature		
Name		
Designation		
Seal		
Signature of the Witness		
Designation		