CHHATTISGARH STATE MARKETING CORPORATION LTD., RAIPUR, CHHATTISGARH

Request for Proposal (RFP)

For

Online Payment Gateway facility

for collection of Sale proceeds.

T. No.: CSMC/Tender/2021-22 /3   **Dated: 07-08-2021**

DATE OF TENDER		07-08-2021
LAST DATE AND TIME OF TENDER SUBMISSION		07-09-2021, 12-00PM
DATE AND TIME OF OF OPENING THE TECHNICAL BID		07-09-2021, 1-00PM

ADDRESS OF THE TENDERER:

Managing Director, CSMCL
Excise Building, Fourth Floor
Chokra Nala, Labhandi
Raipur, Chhattisgarh

Disclaimer

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Chhattisgarh State Marketing Corporation Limited (CSMCL) ("Client"),or any of their representatives, employees or advisors (collectively referred to as "Client Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This RFP Document is not an agreement and is neither an offer nor an invitation by the Client Representatives to any other party. The purpose of this RFP Document is to provide interested parties with information to assist the formulation of their Application. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by Client in relation to the Project. Such assumptions and statements, in this RFP Document do not purport to contain all the information that each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible Client Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Bidder should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFP Document, and obtain independent advice from appropriate sources.

Client Representatives make no representation or warranty and shall incur no liability to any person, including any Bidder or Bidder, under any law, statute, rule or regulation or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFPI Document or arising in any way with qualification of Bidders for participation in the Bidding Process. The Client Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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Datasheet

S.N.	Particular	Details
1	Date for Issue of RFP	07-08-2021
2	Last Date & Time for Submission of Technical and Financial Proposals	07-09-2021, Time:12:00 PM
3	Date & Time for opening of Proposals: Demo by successful Technical qualify	07-09-2021, Time: 1:00 PM
4	Earnest Money Deposit	INR 50,00,000/ (Rupees Fifty Lakhs)
5	Tender fees to be deposited by DD	Rs 20,000.00/- (Rupees Twenty Thousand)
6	Address for Bid Submission	Chhattisgarh State Marketing Corporation Limited Excise Building, Fourth Floor Chokra Nala, Labhandi Raipur, Chhattisgarh
7	Website(s)	https://excise.cg.nic.in/csmcl
8	Contact person	Shri Pranav Khandelwal Legal Officer, CSMCL Excise Building, Fourth Floor Chokra Nala, Labhandi Raipur, Chhattisgarh Email: tender.csmcl@gmail.com

1 CSMCL Overview

The Chhattisgarh State Marketing Corporation Limited handles potable liquor made out of Extra Neutral Alcohol, Beer/Wipe. Potable liquor is a consumable item containing potable Alcohol and other chemicals. The role of CSMCL is retail sale of all kinds of liquor/beer/wine to the consumers in Chhattisgarh. Any non-availability of any item is the decision of the respective manufacturer not to sell the item in Chhattisgarh.

2 Purpose

CSMCL desires to have online payment collection services to enable its retail consumers and Wholesale consumers to pay for purchase of liquor online and any other services of the company through Credit cards/Debit cards/ Net Banking/ Cash Cards/ IMPS etc.

CSMCL is at present generating a volume of Rs 14 Crores per day through online payments. This volume is expected to increase to Rs 18 Crores per day i.e. Rs 540 Crores per month. The volume will increase with passage of time and due to increase in consumer awareness.

In future, CSMCL resumes any other business vertical then the PG integration should be easily integrated with the payment gateway without any extra cost.

In this connection, company would like to invite Proposal from a reputed and experienced vendor (Bank/Company) who can provide end-to-end solution for Online payment collection services for a period of three (3) years extendable for a further period of two (2) years with the same terms and conditions on mutual consent.

3 Extent of proposal

Prospective vendor should note that any proposal submitted in response to this RFP and all associated amendments or clarifications submitted during evaluation, would form part of any subsequent contract to be signed for the services relating to the Project.

4 Schedule of activities for RFP

Schedule refers at **datasheet** as presented in previous section.

5 Minimum Eligibility Criteria

S.N.	Minimum Eligibility Criteria	Supporting Document		
1	The vendor should be a company registered Under Companies Act, 1956 / 2013 or a scheduled bank under RBI Act.	Photocopy of Certificate of incorporation		
2	The vendor should be authorized by Reserve Bank of India (RBI) to provide Internet Payment Gateway Services / Other Payment Collection services	Photocopy of relevant documents		
3	The vendor should have registered a turnover of minimum Rs.100.0 crores through payment gateway services in Indian market during each of last three completed financial years. i.e. FY 2017-18, 2018-19 and 2019-20	Audited balance sheet and profit & loss statement for the last 3 completed financial years certified by Statutory Auditor with adequate section duly marked and tagged.		
		2017-18	2018-19	2019-20
	Turnover declaration in INR			
4	The Vendor has never have been blacklisted / barred / disqualified by any regulator / statutory body or any PSU or any Company / State Government / Central Government	Self-Certification/declaration		

Note:
a. Supporting documents requested should be arranged / numbered in the same order as mentioned above.
b. Failure to meet any of these criteria will disqualify the vendor and it will be eliminated from further process.
c. The CSMCL reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the vendor.
d. All certificates or documents should also be self-attested and attached/bind together
e. If at a later stage it is found that vendor has provided false information or has wrongly certified the conditions stated in the eligibility criteria the vendor shall be liable for legal action and/or cancellation of contract.
f. The Technical Specifications for integration point No. 23 of Annexure-II Part-II provided by the bidder if found incompatible with or is in non-conformity with online server than the technical bid of such bidder will be rejected.

6 Brief Scope of Work

I. White labelling of the Payment gateway

II. CSMCL intends to select Internet Payment Gateway Service Provider for providing Integration and Implementation of Electronic Payment Services for collection of Payments for sale of Liquor and any other services offered by the Corporation through Credit cards/ Debit cards/ Net Banking Cash Cards/IMPS,NEFT/RTGS etc.

III. Vendor provides technical help as and when required for integration of payment gateway API with CSMCL's application system without any charges.

IV. Vendor provides training for integration for a period of at least 1 week to the 5 or more designated officer/s of CSMCL. The vendor shall also provide adequate training for installation and maintenance of any software required for this project to CSMCL official onsite without any charges.

V. Vendor provides all the material / document along with the technical support person for onsite support if required without any charges.

VI.   The support engineer/officer also co-ordinates with the Website team for Integration, testing and using best practice and related issues and have to follow-up with the service provider for troubleshooting and maintains the uptime without any charges.

VII.   For the purpose of RTI/Court Cases or any other matter system generated reports/logs are provided as and when required.

VIII.   Vendor provides Test/UAT URL for testing/ user acceptance test of CSMCL's application.

IX.   CSMCL should be able to integrate / disintegrate with any bank at any time without any charges.

X.   The PG should be interactable (automatic bill setting off)

XI.   The Service Provider should therefore be able to offer the following services:

Online Payment Gateway Services Should allow citizens/customers to make payments using any

- a.   Visa, MasterCard, American Express, Diners, Rupay Credit Cards
- b.   Debit Cards
- c.   Internet Banking
- d.   Wallets
- e.   UPI
- f.   Aadhar Enabled PG Transactions

XII.   The Service Provider as an aggregator is required to provide the above services to facilitate electronic payment services. The Service Provider should directly have tie ups with Credit Card Payment Gateway(s) and respectively with related banks for offering the above facilities. In terms of these arrangements the Service Provider's role is to maintain tie-ups, create interface with various Banks and manage the entire backend operations of such services. These include entering into agreements with banks / movement of data and reconciliation of such data against payments.

XIII.   Service Provider should be able to integrate with the existing systems of CSMCL and provide daily MIS as per the requirements of CSMCL.

XIV.   Service Provider should provide funds collected in the designated bank account of CSMCL as per the process and timelines specified by RBI for Payment Collection through Aggregators or with CSMCL.

XV.   No advance payment will be made to PGSP. 100% of the accrued transaction charges will be collected from the consumers. In case of negative Quote the same will be passed on to CSMCL

XVI.   CSMCL is committed to integrate the Aadhar Enabled Payment as soon as this feature get integrated with environment of payment gateway service. Successful Service Provider shall complete this integration in stipulated time & any delays will be dealt strictly.

**Annexure-X for Detail Service Description

Please Note: It is mandatory to comply with the scope of work specified in Annexure X.

7 Evaluation

The technical proposal will be evaluated only for those vendors who fulfil the minimum eligibility criteria as given under Para **'Minimum Eligibility Criteria'** in this offer. Failure to meet any of these criteria specified will disqualify the vendor and it will be eliminated from further process.

a. Evaluation:

- **Stage 1:** Technical evaluation will be of **100 Marks**

- **Stage 2:** Financial evaluation will be done for all those agencies who qualify the Technical evaluation – **100 Marks (Refer Annexure V)**
- **Stage 3:** The final combined score will be calculated based on **Quality cum Cost based selection (QCBS)** method. Under QCBS, the Technical Proposals will be allotted weightage of 80% while the Financial Proposals will be allotted weightage of 20% of **total score** out of 100 as obtained in Stage 1 and Stage 2 detailed above. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

b. Award of Work: Highest marks basis:

On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract

Marks Distribution in Technical:

The **FUNCTIONAL & TECHNICAL SPECIFICATIONS** for the RFP are given in **Annexure II,** vendors are requested to give their response to each of the items.

Marks will be awarded on the following basis as against the required **Functional & Technical**

Compliance Template (Annexure — II).

S.N.	Compliance	Maximum Marks
i.	Technology & User Facilities (Annexure XI)	35 Marks
ii.	MIS Template (Annexure — VIII)	15 Marks
iii.	No. of Corporate Clients (Annexure XII)	20 Marks
iv.	No. of Banks integrated (Minimum 10) (Annexure XIII)	20 Marks
v.	Total Turnover in Last 3 Financial Years (Annexure XIV)	10 Marks
	Total	**100 Marks**

8 Financial Bid Opening/Evaluation:

The Financial proposal of **for all those agencies who qualify the technical evaluation** will be opened. However, CSMCL will not bind itself to accept the lowest Financial Bid and reserves the right to accept any proposal, whole, or in part.

The evaluation process shall consider the cost per transaction for the period of contract and shall be calculated as per the details/process provided in the **Annexure - V**.

Selected Proposal shall be considered, as they may be called for negotiation, if required.

CSMCL's Decision in respect to evaluation methodology and short-listing the vendors will be final and no claims whatsoever in this respect will be entertained.

9. Verification and Disqualification

1.The Authority reserves the right to verify all statements, information and documentssubmitted by the

Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidderof its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

3.Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the

Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

a) invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or

b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

10.Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2. The proposal is liable to be rejected if complete information is not given therein. Please note that conditions given in the proposal documents shall govern the contract. It may be noted carefully that till such time that a fresh agreement is drawn up embodying the agreed conditions, the conditions given in the proposal document shall govern the contract.

3. The individual signing the tender and/or other documents connected with the contract must write his/her name in BLOCK LETTERS under his/her signatures.

4. The individual signing the tenders and/or other documents should specify whether:

a.   Constituted attorney of the firm, if it is a company under the meaning of b. Company Law, a certified Photostat copy of the power of attorney should be attached.

b.   Managing Director/President/Chairman/Company Secretary in case of Limited Co. having authorization for committing the company from its Board of Directors or as is required under Co. Law and having such powers through Laws or by special resolution.Signed by duly Authorized officer in case of PSU/Bank.

5.   A Person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind each other and if on inquiry it appears that the person so signing has no authority to do so, the CSMCL may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. In other cases, the resolution/ authorization attorney duly attested by NOTARY PUBLIC should be submitted with the tender if not already done.

11. Technical Proposal (Envelop-A) should include the following:

I. A Letter by a duly authorized officer of the Bank/Company on the firms/Company's letterhead and duly signed by a authorized officer with name, title and seal. The Letter shall include:

II. The Cost of Tender document is Rs. 20,000/- (Rupees Twenty Thousand Only) by Demand Draft drawn on any Scheduled Bank Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur.

III. Earnest Money Deposit of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) by Demand Draft drawn on any Scheduled Bank Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur.

IV. A Statement that deviations are included, if applicable (Annexure — III)

V. A Statement that proprietary information is included, if applicable.

VI. Table of Contents (List of documents enclosed as requested)

VII. Minimum Eligibility Criteria supporting documents.

VIII. Functional & Technical specifications as per Annexure II duly filled (blank response line item will be considered as noncompliance and 0 marks will be awarded for the related item.)

IX. Experience format duly filled in with supporting. Annexure —IV

X. Indicative SLAs along with their Technical Proposal. CSMCL may discuss the SLAs with the shortlisted bidders and finalize the SLAs to be incorporated in the contract. Non-agreement on the SLAs as proposed by CSMCL may render the bid liable for rejection.

XI. Details of Licences required for product/software.

XII. Detailed Architecture of the proposed solution with various features/functions of the system including fail over methodology/strategy.

XIII. Technical proposal should not indicate any cost aspect directly or indirectly.

12.Financial Proposal(Envelop-B)

The Financial proposal should give all relevant price information and should not contradict the Technical proposal in any manner. All prices should be quoted in Indian Rupees only.

Tax/levies etc if applicable, at present rate should be quoted. Tax ruling at the time of delivery of material and the resultant billing will be paid at actual.

Prices should be valid for 180 days from the date of submission. All increases in price will be to vendor's account.

13. System Acceptance Testing:

Unsatisfactory performance of the System may result in rejection of part or all of the system under Acceptance testing. Acceptance testing will run for one week. Acceptance test will end when the performance of the system met the Functional & Technical requirement. At the end of the successful completion of the acceptance test, the System shall be accepted.

14. Training:

Vendor shall organize for training as follows:

1-2 days user level training at office should be provided in batches during installation/configuration.

Request for Proposal (RFP) for Online Payment Gateway facility for collection of Payment.

Hands on support to be provided to the users office for 1 week / Two cycle to the Users on use of the system/solution. This can be 1:1 training.

Minimum one trainer should be made available for hand holding i.e. on the job training period.

Vendor will provide Documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of activity with issues and action steps.

Training also includes Knowledge transfer to core team, engineers/operators and support personnel.

User training should include amongst other the following:

I. Features/Functionality available

II. Administration/Parameterization

III. Troubleshooting,Interpretation of Reports/logs etc.

15. General Terms and Conditions:

i. CSMCL is a State owned organisation and is eligible for special prices available for Internet Services. Vendors are requested to consider the same while giving Financial quote.

ii. The proposal is for a period of Three (3) Years extendable for a further period of two (2) years with the same terms and conditions on mutual consent.

iii. The contract shall remain in force from the date of entering into contract, but it can be terminated at any time and any stage by the CSMCL during the validity of the contract without assigning any reason. No claim or damage on account of such termination of the contract shall be entertained.

iv. The validity period can, however, be extended if the CSMCL and the vendor both agree mutually.

v. The Vendor will provide Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work.

vi. The technical proposal will be evaluated for technical suitability as well as for other terms and conditions.

vii. Selected vendor will have to sign contract with CSMCL at mutually acceptable terms and condition in form of Service Level Agreement (SLA)

viii. Vendor should specify only a single solution which is cost-effective and meets CSMCL's requirement and should not include any alternatives.

ix. The Vendor shall bear all costs associated with the preparation and submission of its proposal, attending Bid meeting or arranging proof of concept (POC)/Product Walk Through etc. CSMCL will provide no reimbursement for such costs.

x. To assist in the scrutiny, evaluation and comparison of offers Organisation may, at its discretion, ask some or all vendor for clarification of their offer.

xi. All design requirements should be worked around the requirements given by CSMCL.

xii. All Version upgrade should be free, i.e. there should not be any Licensing Cost.

While quoting, the vendors should anticipate the version /product changes during the entire project period and should budget the same in their Financial proposal.

xiii. The vendor will be responsible to provide complete documentation of the solution (Print (three copies) and Soft copy) which includes but not limited to the following:

a. User Manuals; including Error Messages, their meanings and action steps.

b. Technical Integration Documents

xiv. Vendor shall be responsible for Post implementation/live Support / Call centre services.

xv. Vendor shall be responsible for Knowledge transfer to the incoming vendor at the end of contract period. This shall will includes amongst other, System walkthrough and hands on support for minimum of 2weeks.

xvi. The EMD amount of all unsuccessful vendors would be returned on completion of the entire RFP process. For successful vendor the EMD will be returned after issue of Work Order and on deposit of Bank Guarantee.

xvii. The EMD amount may be forfeited: - If a vendor withdraws its proposal during the period of validity, If any of the vendor's statement turns out to be false/incorrect during evaluation or vendor fails to sign the contract post selection.

xviii. The Successful vendor shall furnish security deposit equivalent to Rs.5 Crores in the form of Performance Bank Guarantee issued by a Scheduled Bank in India for a period of contract plus (6) six months on prescribed Performa. Annexure- VI

xix. If the contract is extended for any reason, the vendor shall have the Bank Guarantee extended accordingly i.e. extended period plus (6) six months.

xx.   The bank guarantee shall be released after 6 months of satisfactory completion of all the works against the contract and after deductions of any liability against the contract.

xxi. The CSMCL will neither provide nor reimburse expenditure in connection with submission/processing of the tender.

xxii. Presently commission/charges etc. for any online payment transaction are borne by customer. In case the lowest Bidder quotes a negative rate the same is to be passed to CSMCL as commission. No other charge for such transaction shall be paid by CSMCL or debited to/ recovered from CSMCLaccount.

xxiii. The Financial quotes, are to be given (in a separate sealed cover super scribed as "Confidential — Financial Quote") as per financial template given as per Annexure-V.

xxiv. Any effort by a vendor to influence the CSMCL on any matter relating to the proposal, it's evaluation, comparison, selection may result in the rejection of the vendor's proposal.

xxv. In case of any upward change in transaction rates (e.g. Merchant Discount Rate) on account of regulatory guidelines/directions, the same is to be absorbed by the vendor whereas in case the revision is downwards the benefit is to be passed on to CSMCL.

xxvi. All guidelines issued by RBI from time to time with respect to online payment transaction (including net banking, credit/debit/cash card etc.) shall be mandatorily binding on the Vendor. The vendors should keep themselves updated on them and ensure necessary up-gradations/ enhancements for complying with the guidelines, without extra cost to CSMCL. A Compliance Certificate to be issued by vendor each half year in January and July.

xxvii. The vendor would be responsible for maintaining all security compliances necessary for enabling online transactions.

xxviii. The Vendor shall be responsible for security/upkeep of data maintained on portal located in its owned/hired data centre through proper security devices like Firewall protection, IDS, IPS etc. The vendor should create back-up of the transaction data and maintain the same in a secured/protected environment. Any variations against the prescribed norms interpolation/tempering made by foreign elements shall be detected and reported to CSMCL immediately who will then decide about the offence, if at all any, committed and take such action as deemed necessary for investigation and prosecution of the person(s) responsible for such offence under the Information Technology Act 2000 and its amendments or such other relevant provisions applicable to the cyber offences.

xxix. At any point of time, CSMCL may add new/remove service under online payment mechanism. For all such change, the vendor shall provide the payment gateway services as per the terms and conditions agreed with in this tender and SLA.

xxx. Integration between the CSMCL Portal and vendors site should be done by the vendor in consultation with the CSMCL team. Vendor shall provide all the necessary connectors (in form of APIs/link etc.) and support whereas the CSMCL's team/designated portal vendor will provide the required parameters for making the online transaction.

xxxi. The vendor shall be responsible for reconciliation of all the transactions on a daily basis.

xxxii. Vendor should respond to systems failure in timely manner; they must diagnose, respond and solve problem/issues related to online payment services in accordance with the SLAs (Service-Level Agreement)/ Merchant Legal Agreement.

xxxiii. The vendor should not display any content like advertisement, company logo, company name etc on payment page.

xxxiv. CSMCL may go in for multiple Payment Gateway system/aggregator, if needed.

xxxv. The vendor shall not capture/store/use/share any of the customer information (like membership number, name, date of birth, phone number, card details etc.) for any purpose.

16. Penalty

Payment gateway services integration with CSMCL site should be completed in 15 working days and in any case should not exceed 4 weeks from the date of contract/SLA. Any time beyond four weeks may call for penalty.

If the Vendor fails to complete the work within prescribed period (4 Weeks) or within any extended time allowed on account of delay due to unforeseen reasons beyond control, the vendor shall pay at Rs.10,000/- per week subject to a maximum of Rs.1,00,000/- and vendor shall be blacklisted for the next three years and its earnest/security money laying with the CSMCL shall be forfeited.

If the Vendor fails transfer the collected amount within prescribed period as specified in Scope of Work or within any extended time allowed on account of delay due to unforeseen reasons beyond control, the vendor shall pay I.5% per month interest on the delayed amount for the number of days delayed. The penalty shall have to be deposited by the vendor in the form of electronic payment to the CSMCL within five (5) days.

Please note penalty clauses may be referred from the Annexure IX as specified.

17. Rejection/Termination of contract

The CSMCL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. This can be done at any stage of the work.

In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then CSMCL retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from CSMCL or make any claim for fees in respect of such unsatisfactory/ substandard services / supply /work.

As also CSMCL reserves the right to terminate the contract if it is established on the basis of price discovery that it would be beneficial for the organisation to go in for a fresh RFP/contract.

Please note rejection/termination of contract clauses may be referred from the Annexure IX as specified.

18. Rates:

The rates/transaction charges should contain the collection work cost, on a fixed cost/ Percentage basis of per transaction. The rates/transaction charges are exclusive of statutory duties such as sales/trade tax/Service Tax/ GST and any other Central, State Govt. levies which are to be shown separately and shall be payable as applicable by the customer from whom the payments are to be collected.

Bank charges, whatsoever, shall have to be borne by the vendor and shall not be paid by the CSMCL in any case.

19. Security Deposit:

I.   The Successful Tenderers will be required to remit Security Deposit equal to Rs 5 Crores in form of Bank Guarantee within Seven Days from the date of issue of LOI. If the accepted tenderer fails to remit the Security Deposit within in the above said period, the Earnest Money Deposit remitted by it will be forfeited to CSMC LTD. and its Tender will be held void. The Acceptance order will be issued after execution of a contract by the successful Tenderer and after the production of BG for the EMD Remittance. (The Terms and Conditions contained in this tender document will be converted in the contract)

II. The Security Deposit furnished by the Tenderer in respect of its Tender will be returned to it on expiry of the contract period subject to the satisfaction of the CSMC LTD.

III. If the Tenderer fails to act as per conditions of Tender Document and Agreement Clauses its Security Deposit mentioned above will also be forfeited

20. Pre-Bid Clarifications:

CSMCL can be contacted for clarifications with respect to RFP. The request for clarifications will be entertained upto 28/08/2021. The request for any clarification can be sent by email as mentioned in clause No. 25. The responses of the clarifications will posted back on the same email. Any amendment in the RFP document will be hosted in CSMCL website.

21. Subcontracting:

The Vendor shall not subcontract or delegate or permit anyone other than the vendor's personnel to perform any of the work, service or other performance required of the vendor under this agreement. In the event ofthe vendor's transferring or assigning the order whole or part to anyone without CSMCL's permission, they shall be considered as having thereby committed a breach of agreement in question and shall make the order liable to be cancelled and the security money shall be liable to be forfeited.

22. Waiver of Minor Irregularities:

CSMCL reserves the right to waive minor irregularities in proposals provided such action is in the best interest of CSMCL.

Where CSMCL may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the vendor from full compliance with the RFP specifications and other contract requirements if the vendor is selected.

23. Modify/Withdrawal of Proposals:

Prior to the date specified for receipt of proposal, a submitted proposal may be modified/ withdrawn by submitting a signed written request for its modification/withdrawal to CSMCL but in such a case the earnest money may be forfeited.

24. Non-Disclosure:

The contents of the proposal and all the project outputs shall not be disclosed to any party unless Vendor and CSMCL mutually agree in writing to the same. Vendor will not use the contents of this proposal to bid for any other contract.

25. Clarification:

Request for clarification should be mailed by an official authorized by the Vendor to tender.csmcl@gmail.comonly in the format given below:

Sr. No	Document Reference	Page No	Clause No	Description In RFP	Clarification Sought	Additional Remark (if any)

26. Non-Disclosure Agreement (NDA) for Information and Data security:

Along with the performance guarantee, selected vendor shall have to sign the Non-Disclosure agreement on a stamp paper as per the format given in Annexure- VII and should be duly notarised. The empanelment shall be legalised only on the Contract being signed between the Vendor and CSMCL along with the Bank Guarantee and the NDA submitted by the successful Bidder/Vendor.

27. Minimum Balance Criteria

There shall be no obligation of corporation to maintain a minimum balance in the account specially operated for payment gateway services. The payment deposited from customers shall be transferred to CSMCL Corporate account maintained with Axis Bank in T+1 days.

The following annexure shall form part of the RFP and should be read together while submitting the proposal.

Annexure ---- I   : EMD FORMAT

ANNEXURE ----II   : FUNCTIONAL AND TECHNICAL SPECIFICATIONS

ANNEXURE ----III   : DECLARATION OF DEVIATION

ANNEXURE ----IV   : EXPERIENCE FORMAT

ANNEXURE ----V   : FINANCIAL TEMPLATE

ANNEXURE ----VI   : BANK GUARANTEE TEMPLATE

ANNEXURE ----VII   : NON-DISCLOSURE AGREEMENT

ANNEXURE ----VIII   : MIS TEMPLATE

Annexure ----IX   : SPECIAL TERMS AND CONDITIONS FOR PAYMENT GATEWAY SERVICE PROVIDER

Annexure ----X.   : SERVICE DESCRIPTION

Annexure-XI.   : TECHNOLOGY AND USER FACILITIES

Annexure-XII.   : NUMBER OF CORPORATE CLIENTS

Annexure-XIII.   : LIST OF BANKS FOR INTERNET BANKING

Annexure-XIV.   : MARKS FOR TURNOVER

Note:

1.   The CSMCL reserves the right to change / add / modify / relax any / all conditions stipulated or increase / decrease items requested as also to accept / reject any / all offers without assigning any reason whatsoever.

2.   The CSMCL also reserves the right to split up the contract without assigning any reason and in suppression of any of the conditions given herein or after.

3.   The decision of the CSMCL in selecting the vendor would be final and conclusive and the Organisation will not entertain any correspondence in this regard.

4.   All the BID document including the RFP document shall be mandatorily duly sealed and signed by the bidder and submitted as per directions of BID submission. Failure to do so will lead to rejection of BID by CSMCL.

5.   Bidder/vendor/Payment Service Gateway Provider shall mean the the participant participating in the Bid.

6.   Authority means the authority authorized by CSMCL on behalf of Managing Director, CSMCL With regard to tender and subsequent works related to the tender.

Annexure - I
EMD Format

Sr.No.	Particulars.	Information to be filled by the Tenderer
1	Name of the Organization:	
	Type of Bank/Company under company law etc.)	
	Address for Correspondence for this proposal	
	Name and phone no of contact person regarding any enquires about this proposal	
	Contact Person E-mail	
	Website	
	Authorized Signatory Name	
	Authorized Signatory Designation	
	Authorized Signatory Email	
2	Earnest Money DD in favour of Managing Director, CSMCL payable at Raipur	Rs.
	EMD Valid up-to	
	Name of the Bank	

I/We deposit here with as earnest money Rs............. (Rupees..as specified in terms and conditions of this tender.

Seal & Signature

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure – II

FUNCTIONAL AND TECHNICAL SPECIFICATIONS (FTS)

(To be included in the Technical Bids duly completed with comments, if any)

Part - I Functional

Sr. no.	Particular	Compliance (Yes / No) / Detail / Deviations	Essential/ Desirable	Remark
1	System should be capable of updating Customer status on an immediate basis on receipt of payment and should be able to generate email/SMS to the customer on the success/failure of transaction.		Essential	
2	The Vendor to ensure that all online payment transactions are executed using secured service that encrypts all Credit cards/Debit Cards/ Net Banking/ Personal information details etc.		Essential	
3	The system should be in compliance with the Payment related guidelines issued by regulators/RBI from time to time (eg.Refund / charge back etc.)		Essential	
4	Any payment made with a Credit or Debit card or via a Payment service must first be authorized by the card issuing authority. The service must have a secure mechanism between CSMCL, user/ customer and Credit card processor/ issuer to avoid fraudulent transactions.		Essential	
5	The secured mechanism should also ensure Fast and efficient transaction processing. The vendor should have Risk/Fraud Management Solution in place.		Essential	
6	The vendor should have functionality to avoid duplicate debit and should have the traceability feature to identify the duplicate entry.		Essential	
7	The payment gateway should generate Authenticated receipts as proof of transactions and automated generated intimation for the payment sent to the payer/customer through e-mail and SMS, for various scenarios like successful transaction or failed transaction.		Essential	
8	System should provide data in required format (xls) on following; Date-wise/month wise transactions, transaction summary (accepted, rejected, incomplete transaction, online		Essential	

	payment charges collected from payers etc.)			
9	MIS report should be submitted to CSMCL containing inter alia count of payer/customer issues, pending issues and resolved issues. accepted, rejected, incomplete transaction, online payment charges collected from payers etc.) for every month/ as per the requirement.		Essential	
10	There should be admin module for viewing /downloading information on payment and relevant MIS to designated CSMCL official.		Essential	

Part – II Technical

Sr. no.	Particular	Compliance (Yes/ No) / Detail / Deviations	Essential/ Desirable	Supporting Document
1	The vendor should have experience in providing Internet Payment Gateway services / other Payment collection services during last three years on national Scale in the country related to similar services.		Essential	Satisfactory project completion Certification in support of live implementations for at least 5 client.
2	Vendor should have its own tier III Data Centre or Hosted in tier III environment preferably in India having valid SLA for more than three years from the date of RFP.		Essential	Copy of Certificate to be attached indicating location
3	System should have capability of Server to Server Integration (between payment gateway server and CSMCL portal Server) for intimating the success/failure of the transaction in real-time basis and a fallback arrangementalong with reconciliation mechanism should this S2S fail for any reasons. This is needed to provide for Browser/Internet/Desktop failure.		Essential	Documentary proof to be attached
4	The payment gateway should be compatible with web and smart device like mobile/tablet etc.		Essential	list devices and OS supported
5	The vendor should comply to serve with Multiple modes of payment Services but not limited to as given			
	1. Credit Card: Visa/ MasterCard / Annex/ Diners etc.		Essential	List to be provided
	2. Debit Card: Visa/MasterCard/Maestro/ RuPay, Etc.		Essential	List to be provided
	3. Net Banking: associated with minimum 10 banks which are nationalized/public sector banks		Essential	List to be provided
	4. IMPS services: Registered with appropriate authority for providing such services		Essential	Documentary proof to be attached
	5. Any other available mode allowing Customers to make online payments through web.		Essential	Attach detail specification, workflow etc.
6	The Vendor should have high availability network/ server infrastructure preferable in India 24x7 mode in tier III certified. (DC and DR)		Essential	Attach Details of location, DC/DR Certificates
7	For all online payment transactions, the payment gateway should provide a minimum of 128-bit SSL encryption, with real time authorization and capturing the transaction details.		Essential	Copy of Certificate to be attached
8	The vendor should provide the proof of		Essential	Copy of Certificate

	accreditation to Quality Management Systems like ISO 9001:2008.			to be attached
9	The vendor should be certified for PCI DSS. (Payment Card Industry Data Security Standard)		Essential	Documentary Evidence
10	The Vendor should be certified for PADSS. (Payment Application Data Security Standard)		Essential	Documentary Evidence
11	The vendor should possess ISO-27001 Certification. (for Information Security Management System)		Essential	Documentary Evidence
12	Vendor should have remote 24 X 7 service delivery infrastructure to ensure immediate response and faster resolution.		Essential	Detailed address of support offices
13	Maximum concurrent transactions handled by the payment gateway system at a given point of time during the last one year. (Number of transactions per second, i.e. TPS)		Essential	Copy of Certificate to be attached
14	Third party IT security and vulnerability audit report, not more than Six-month-old.		Essential	Copy of Certificate to be attached
15	Provision for RuPaycard acceptance.		Essential	Self certification to be provided
16	Average Success rate for online Transactions. (Success rate %)		Essential	Self-certification to be provided
17	Payment Gateway's transaction processing capacity per day. (Average number of transactions per day)		Essential	Self certification to be provided
18	Peak load processing capacity (Number of transaction per second, i.e. TPS)		Essential	Certificate/ if not available Self certification to be provided
19	The Vendor shall have to necessarily debit the customer account and credit to the CSMCL designated accounts on T+l (T=date of collection of funds, T+1 = next day (before 6:00 PM)). In case 'T' is Saturday then vendor shall have to necessarily debit the user's/ consumer's account and credit to the CSMCL designated accounts on next working day..		Essential	Self certification to be provided
20	Response time per Transaction (in seconds)		Essential	Self certification to be provided
21	Average time taken for processing refund of payment to customers. (Data of last 6 months)		Essential	Self certification to be provided
22	The Vendor shall have the capability to debit the customer account and credit to the CSMCL designated accounts ie in around 1000 split accounts		Essential	Self certification to be provided
23	The bidder has to submit detailed technical integration specifications in a separate sheet along with the Bid Document		Essential	Separate Sheet is to be enclosed

Annexure – III
Declaration for Deviation

It is hereby declared that I/ We the undersigned have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender/proposal under proper lawful power of attorney.

I/We also certified that all the terms and conditions etc. of the tender document are fully acceptable to me/us except the following clauses/ sub-clause/s.

Sr.No.	Clause / Sub Clause no.	Remarks

Seal & Signature

Date:

NAME

DESIGNATIONON BEHALF OF

Annexure – IV

Experience Format

I/We have successfully completed Integration and Implementation of Internet Payment Gateway Services work to various organizations given below to their satisfaction.

I/We also enclose true copies of certificates of our experience. (Project completion Certificate and Performance Certificate)

Sr. No.	Name of the Organization, contact person and phone no.	Details of Work	Order No and Date	Value

Seal & Signature

Date:

NAME

DESIGNATION ON BEHALFOF

Annexure - V
Financial Template

Please read carefully the explanations given at the bottom of this Financial template before quoting the rates.

Three years Rate - I) For Transactions with Amounts less than /equal to Rs. 2000/-

Sr. No.	Particulars/Channel (as mentioned below, but not limited to)	Per Transaction Charges in % /or Rs. (INR)	Marks
		(A)	(B)
1	Net Banking		05 marks
2	Debit Card (Visa, Master, Maestro, RuPay etc.)		60 marks
3	Credit Card (Visa, Master, Maestro, American etc.)		05 marks
	Total		70

Three years Rate - II) For Transactions with Amounts greater than Rs. 2000/-

Sr. No.	Particulars/Channel (as mentioned below, but not limited to)	Per Transaction Charges in % /or Rs. (INR)	Marks
		(A)	(B)
1	Net Banking/IMPS		15 marks
2	Debit Card (Visa, Master, Maestro, RuPay etc.)		13 marks
3	Credit Card (Visa, Master, Maestro, American etc.)		02 marks
	Total		30

NOTE:

1. **Proposal with Lowest Quote Per Transaction Charges in % / or Rs. (INR) will be given the highest marks and other proposals shall be given a financial score that are inversely proportional to their quoted prices.**
2. **Total Marks (out of 100) as obtained by adding marks from above two categories will be considered for the purpose of evaluation under QCBS as detailed under Section 7 (Evaluation) of this RFP.**

Sample Calculation and Explanatory Note

Sample Calculation for 100 transaction:

I For Transactions with Amounts less than /equal to Rs. 2000/- Average Value consider for calculationRs.1500/-)

Sr. No.	Particulars/Channel	Per Transaction Charges in % /or Rs. (INR) (A)	Weightage (B)	Charges
1.	Net Banking/IMPS	INR 10.00	05	50 (10 x 05)
2.	Debit Card (Visa, Master, Maestro, RuPay etc.)	2.00%	60	1800 (1500 x 2% x 60)
3.	Credit Card (Visa, Master, Maestro etc)	1%	05	75 (1500 x 1% x 05)
	Total-I		**70**	

I_} For Transactions with Amounts greater than Rs. 2000/-(Average Value consider for calculationRs.3000/-)

Sr. No.	Particulars/Channel	Per Transaction Charges in % /or Rs. (INR) (A)	Weightage (B)	Charges
1.	Net Banking/IMPS	1.00%	15	450 (3000 X 1% x 15)
2.	Debit Card (Visa, Master, Maestro, RuPay etc.)	5%	13	1950 (3000*5% x 13)
3.	Credit Card (Visa, Master, Maestro etc)	.75%	02	45 (3000 X .75% X 02)
	Total - IIs		**30**	

So here the bidder's total is 50 + 1800 + 75 + 450 + 1950 + 45 = 4370

Total will be calculated for each bidder and the lowest one will be taken as base reference.

Assuming that this is the lowest amongst all bidders.

If a bidder's total is 4370, its valuation is 100

If a bidder's total is 8740, its valuation is 50 using the formula (4370/8740) * 100

So the formula will be *(Lowest Bidder's Total / Bidder's Total) * 100*

Annexure – VI

BANK GUARANTEE TEMPLATE

This guarantee made this day of .... month of .... 20.   by (hereinafter called the bank which expression shall, unless epugnant to the contract include its successors and assignees) of the one part

in favour of Chhattisgarh State Marketing Corporation Limited(herein after referred to as "CSMCL" which expression shall, unless the context otherwise requires, include its successors and permitted assigns), having its office at "Chhattisgarh State Marketing Corporation Limited(CSMCL), 4th Floor, Excise Building, Labhandi, Raipur (C.G.) 492001", in the State of Chhattisgarh, of the other part.

Whereas M/s .... (herein after Called the suppliers) have agreed to participate in the tender for the service of .... Invited by the CSMCL vide their tender notice no...................................dated...................And

WHEREAS in accordance with the tender notice the supplier has to furnish earnest money in the form of Bank Guarantee in the sum of Rs.

AND WHERE AS the Bank has accordingly at request of the supplier agreed to furnish this guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:-

 1. Inconsideration of the premises, the bank here by undertakes and agrees to pay on demand to the CSMCLthe sum of Rs. .... (Rupees...only)

 2. The bank shall pay to the CSMCL on demand the sum under clause above without demur and without requiring the CSMCL to invoke any legal remedy that may be available to it. It is agreed and further declared that the CSMCL shall be the sole judge of and in case suppliers were to commit breach or breaches, if any, of the terms and conditions of the said tender documents/contract and the extent of losses, damages, cost, charges, expenses caused to or suffered by or that may because to or suffered by the CSMCL from time to time shall be final and binding on the bank.

Secondly the right of the CSMCL to recover from the bank any amount under this guarantee merely on demand shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the suppliers with regard to their liability in question or the proceedings pending before any tribunal, arbitrator with regard there to or in connection there with and thirdly the banks hall immediately pay the amount of guarantee to the CSMCL on demand and it shall not be open to the bank to know there as on so for to investigate or to go into the merits of the demands or to question whatsoever. Bank agrees that shall not be open to the bank to require proof of the liability of the supplier to pay the amount before paying the sum demanded under this Guarantee clause above.

 3. The guarantee is in addition to and not in substitution for any other guarantee executed by the bank in favour of the CSMCL on behalf of the suppliers.

 4. The suppliers and the CSMCL will be at liberty to vary and modify the terms and conditions of the tender document/contract without affecting this guarantee, notice of which modifications to the bank here by waived.

 5. This guarantee shall not be affected by any change in the constitution of the bank or of the suppliers nor shall the guarantee be affected by any amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.

 6. The neglect or forbearance of the CSMCL in enforcing any payments of money, the payment thereof is intended to be hereby secured or the giving of time by the CSMCL for the payment thereof shall in no way release the bank from its liability under this deed.

 7. This guarantee is irrevocable except with the written consent of the CSMCL.

 8. This guarantee shall come into force from the date hereof and shall remain valid till ..... but if the period of the tender/contract is, for any reason, extended and upon such Extension if the suppliers failed to furnish

fresh or renewed guarantee for the extended period, the bank shall pay to the CSMCL the said sum of Rs........................ immediately on the demand of CSMCL.

IN WITNESS WHEREOF

For and on Behalf of the Bank have signed this Deed on the day and year above written

WITNEESS:-

1.

2.   Signed by for and on behalf of

the Bank

Date:

Address:

SIGNATURE & SEAL OF TENDERER

NAME

DESIGNATION

ON BEHALFOF

Annexure – VII
NON-DISCLOSURE AGREEMENT

(To be taken on Rupees 100 Non-Judicial Stamp Paper)

This Agreement is made on this ------- day of---------------, 2021 ("Effective Date") between Chhattisgarh State Marketing Corporation Ltd. (having its office at "Chhattisgarh State Marketing Corporation Limited(CSMCL), 4th Floor, Excise Building, Labhandi, Raipur (C.G.) 492001", hereinafter referred to as the "CSMCL" or "Indemnity Holder" (which expression shall unless it be repugnant to the context or meaning there of shall mean and include its successors and assigns) of the one part.

AND

XXXXXXX Limited a Company registered in India and having its registered office (Hereinafter referred to as "XXXXXXX", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) on other part.

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party to this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

CSMCL and XXXXXXX shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information here in by the parties here to and such additional promises and understandings as are herein after set forth, the parties agree as follows:

Article 1: Purpose
The purpose of this Agreement is to maintain in confidentiality of the various Confidential Information, which is provided or exchanged between CSMCL and XXXXXXX to perform the respective promises in furtherance of this Agreement (herein after called "Purpose") set forth in below:
(For providing payment gateway facility for collection of sale proceeds)

Article 2: Definition
For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which
(i)   is known to the public (through no actor omission of the Receiving Party in violation of this Agreement);
(ii)   is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information;
(iii)   was known to the Receiving Party prior to its disclosure under this Agreement;
(iv)   Was or is independently developed by the Receiving Party without breach of this Agreement; or
(v)   is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.
Confidential Information disclosed orally shall only be considered Confidential Information if:
(i)   identified as confidential, proprietary or the like at the time of disclosure, and
(ii)   confirmed in writing within Seven (7) days of disclosure.

Article 3: No Licenses

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained here under shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: Disclosure

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: Return Or Destruction Of Confidential Information

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: Independent Development And Residuals

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: Non-Waiver

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement there of or the exercise of enforcement of any other right, remedy or power.

Article 8: Jurisdiction

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by the CSMCL. Arbitration shall be held in Raipur (C.G.), India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 9: Governing Law

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Raipur in India.

Article 10: Non-Assignment

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 11: Term

This Agreement shall remain valid from the ------------------until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination/expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 12: Intellectual Property Rights

Neither Party will use or permit the use of the other Party's names logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 13: General

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party's nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHERE OF, the parties here to have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<Bidder/Company>   CSMCL

OF INDIA

By: _____   By:_____

Name: _____   Name: _____

Title: _____   Title: _____

Date: Date:

Annexure – VIII

PAYMENT GATEWAY MIS

Sl	Description	Marks
1	Realtime Summary with Count, Amount, Transaction Fee, Success Rate	2
2	Graphical representation with bar chart, pie chart	2
3	Breakup on the basis of Mode of payment. (with Pie Chart)	2
4	Breakup on the basis of device / browser used	1
5	Auto mailing of Daily Summary	1
6	Auto mailing of Payout Summary	1
7	Details of Refund alongwith Bank ARN	1
8	Facility to create multiple users with customizable access control	2
9	No. of fields (Client provided data) in transaction search (0.2 / Field) Max 2 Marks	2
10	Download in Excel (For upto 2 Lakh Records in single file)	1
11	Download in Excel (For more than 2 Lakh Records in single file)	1

Note: The features will be checked by the technical bid committee in a demo panel provided by the bidder and any false information furnished in the tender will lead to rejection of its bid.

Seal & Signature
Date:
NAME:
DESIGNATION ON BEHALF OF

Annexure – IX
SPECIAL TERMS AND CONDITIONS FOR PAYMENT GATEWAY SERVICE PROVIDER

1. Preamble

This represents a Special Terms and Conditions (STC) between the Buyer i.e. CSMCL and Payment Gateway Service Provider (PGSP). The purpose of this Special Terms and Conditions (STC) is to clearly define the levels of service to be provided by the PGSP to CSMCL for the duration of the contract. The Special Terms and Conditions (STC) defines the terms of the PGSP's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Service Level Agreement and Tender Documents. This annexure defines various Service Level Indicators which will be considered by CSMCL in the Service Level Agreement (SLA) with PGSP. The contents of this Annexure will be part of SLA entered into between CSMCL and PGSP.

2. Objective and Goals

2.1. The objective of this Special Terms and Conditions (STC) and SLA is to provide detailed provisions consistent with the delivery of Payment Gateway Service Provider to buyer by the service provider.

2.2. The goals of this Special Terms and Conditions (STC) and SLA are to:

I. Provide clear reference to service ownership, accountability, roles and/or responsibility.

II. Present a clear, concise and measurable description of service provision to the passenger.

III. Establish Terms and Conditions for all the involved stakeholders.

3. Stakeholders

The main Stakeholders associated with the SLA are

I. Payment Gateway Service Provider

II. CSMCL i.e. the Buyer

The responsibilities and obligation of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adhered defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the Service Level Agreement.

4. Provisions for Payment Gateway Service (to be included in SLA)

4.1. The Payment Gateway Service should facilitate multiple users making transactions from various locations at a single point of time.

4.2. Payment Gateway Transactions should incorporate a strong SSL encryption (128 bit) with real time Authorization and capture of transactions. Both Domestic and International Credit Cards should be supported.

4.3. Payment service must offer fraud screening tools to reduce fraudulent transactions. This includes Address Verification, Card Verification Value (CVV), Expiry Date of the Card, Date of Birth etc. to ensure that the payments made via payment service are legitimate.

4.4. All records shall be in accordance with generally accepted accounting procedures. All procedures shall be in accordance with Central, State, Local and International Laws.

4.5. CSMCL will form a panel of Payment Gateway service provider with a view to offer uninterrupted Payment Gateway Services. For this purpose, bidders agreeing to match their quotes with L1 quote may also be given work for providing gateway services. This system will function on auto hunting basis and using them is the full discretion/decision of CSMCL only.

4.6. Payment Gateway Service shall be able to integrate with the existing systems of CSMCL and provide daily MIS as per the requirements of CSMCL.

4.7. For the refunded transactions, the amount transferred from Payment Gateway to customer account shall be made within 3 working days.

4.8. The Customer shall be able to select his/her preferred options of making the payment (i.e. i.e. through the Credit Card/Debit Card/Net Banking/Bank Gateway Service/Cash Card Gateway/Wallets/UPI/Bharat QR/NEFT/RTGS).

4.9. The system should generate single unique Financial Transaction Number for each Originating Bank number only.

4.10. Payment Gateway should give access to multiple banks and credit card interfaces to reduce the time and effort required to tie up directly with the Banks or Credit Card Gateway.

4.11.   All instances of chargeback shall be sole responsibility of the Service Provider. However, if CSMCL is made to bear the chargeback amount, it shall be reimbursed by the Service Provider.

4.12.   The Service Provider shall inter-alia be responsible for any kind of penalty levied by the Consumer Protection Forum or any other judicial or Quasi-judicial authority for non - compliance of any type of refund transactions on CSMCL Online.

5.   Service Delivery Schedule

The Service Provider shall complete the implementation of the project as per the RFP within the time frame as per the timetable provided below:

S.No.	Details	No. of Days for Completion
1.	Signing of Agreement	D
2.	Requirement analysis and project plan	D+3 days
3.	User Acceptance testing with CSMCL/Merchant Banks	D+7 days
4.	Integration (server to server) of Payment Gateway Testing, Trial run, Training etc.	D+12 days
5.	GO LIVE of Payment Gateway in all aspects to deliver CSMCL Online Orders and Reports.	D+15 days

Note: D is the Day/date on which agreement shall be signed.

6.   Special Terms and Conditions

6.1.   Dynamic Switching: Dynamically choose the best Gateway for every transaction to maximize the conversion rates. The Service Provider shall have to provide the actual reasons for the response URL on real time.

6.2.   Retry and recommendation framework: When transaction fails, display reason for failure/ error with the recommended option to complete booking process. (Error mapping with recommendation)

6.3.   If the payment transaction is credited to acquired bank/aggregator, auto refund shall be initiated and completed within 30 minutes. Auto refund for bounced/dropped /failed transaction for retries option Wallets.

7.   Payment Schedule

No advance payment will be made by CSMCL to PGSP. 100% of the accrued transaction charges will be collected by PGSP from customer/consumer.

8.   Penalties and Termination

8.1.   The CSMCL shall without prejudice to any other remedy for breach of contract by written notice of default sent to the Service Provider, terminate the contact in whole or in part if:

8.1.1.   The Service Provider fails to deliver any or all of the obligations within the time period(s) specified in the Tender and SLA or any extension thereof granted by the CSMCL.

8.1.2.   The Service Provider fails to perform any other obligation as mentioned under the Tender and SLA.

8.1.3.   The different penalties to be charged on PGSP by CSMCL is as mentioned below:

S.No.	Transaction Type	Penalty
1	Quantum of failed transactions	If the rate of failed transaction will be higher than 1% of total transactions in a single day than penalty of Rs. 5,000/- will be levied upon the Service Provider fortnightly.
2	Refund due to transaction cancellation at level of Payment Gateway Service Provider	Failing to resolve the issues within 3 working days, a penalty of 1,000/-(Rupees One thousand only) per instance per day will be levied from the 2nd day.
3	Refund transaction tracking	Failure of which shall attract penalty of Rs. 1000/- per instance per day upon the Service Provider.
4	Chargeback	For all instances of chargeback a penalty of Rs. 100/- shall be levied which shall be sole responsibility of the Service Provider.

9.   Confidential Policy

The Receiving Party shall always maintain, and cause its agents, employees, and Affiliates to maintain the confidentiality of all Confidential Information belonging to the Disclosing Party. Except as expressly authorized by the Agreement, the Receiving Party will not use or sell such Confidential Information. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information by it or any third party, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature. The Receiving Party will not use Confidential Information of the Disclosing Party for any purpose whatsoever other than those specifically set forth in the Agreement.

Annexure - X
Service Description

Service Description

The desired workflow for the various services is broadly described below:

Payment Gateway

a. The Customer logs into and accesses the Payment Gateway facilities to pay online, real-time. The Customer can view his/her payment amount at the website and then proceed to make the payment.

b. Upon successful completion of the process the customer is then guided to Online Payments page where he/she is presented with option of making an Online Payment using a Credit Card or a Debit Card / Bank Gateway service/ Cash Card gateway/NEFT/RTGS.

c. The customer then selects his/her preferred option of making the payment (i.e. through the Credit Card / Debit Card /Net Banking / Cash Cards, Wallets/UPI/Bharat QR)/NEFT/RTGS

d. If the customer chooses the Credit/Debit Card mode of payment, then it will open the relevant Card Gateway section, where he/she enters the required validation details (card number, expiry date, verification number etc.)

e. In case the customer chooses the Net Banking Mode of payment, then it will open the gateway section of the relevant bank where he/she enters the requisite validation details (Net banking User ID and Password etc.)

f. In case the customer chooses the Prepaid card /Wallet Mode of payment, then it will open the gateway section of the relevant prepaid card/Wallet provider where he/she enters the requisite validation details (Card User ID and Password etc.)

g. On successful validation, the Customer's account is checked for balance availability and the transaction is either successfully processed or rejected. The customer is intimated of the same instantly and an electronic acknowledgement is displayed which will display his/her payment confirmation number. Simultaneously data is transmitted electronically to CSMCL intimating the success/failure of the transaction.

h. The money collected from the successful transactions will be pooled into the designated collection account of CSMCL maintained with the identified bank. These money will typically be made available to CSMCL within two (2) working days.

I. Service Provider will reconcile the money collected against the payment transactions conducted by the customers and provide consolidated payment information to CSMCL in a format/ frequency desired by CSMCL.

j. In case of cancellation, failure transactions and issues etc., the eligible amount will be transferred/ refunded to customer account.

k. For the refunded transactions the amount transferred from the Payment Gateway to customer account to be made within 3 working days.

l. The system should generate single unique Financial Transaction Number for each Originating Bank number only.

m. The system should provide dashboard as per the CSMCL"s requirements.

Additional Features:

a) Dynamic Switching: Dynamically choose the best Gateway for every transaction to maximize the conversion rates.

b) Retry and recommendation framework - when transaction fails, display reason for failure/ error with the recommended option to complete booking process.

c) If the payment transaction is credited to acquired bank/aggregator, auto refund shall be initiated and completed within 30 minutes.

d) Auto refund for bounced/dropped /failed transaction for retries option Wallets.

Solution Requirement:

a) Service Provider should undertake comprehensive study on the services provided by CSMCL and develop backend integration for various modules. The interface shall provide data to CSMCL application to track the transaction from beginning to final status.

b) Service Provider should create an exclusive customer interface for monitoring the transactions as per the directions of CSMCL from time to time.

c) Service Provider should permit CSMCL to access the transaction data either from the CSMCL data centre or from other CSMCL infrastructure that will be confirmed.

d) Payment Gateway Transactions should incorporate a strong SSL encryption (128 bit) with real time Authorization and capture of transactions. Both domestic and international credit cards should be supported.

e) Payment transactions should use secure servers that encrypt all Credit Cards, / Banking / Personal information. These servers should operate behind security firewalls to ensure maximum protection of the customer's information and use of industry- standard SSL (Standard Sockets Layer) technology, for this data encryption.

f) Payment Gateway should give access to multiple banks and credit card interfaces to reduce the time and effort required to tie up directly with the Banks or Credit Card Gateway.

Mandatory Requirements

a) UPI & Wallet Integration @ ZERO Fee
b) T+1 Settlement
c) SSL based communication

Manpower and other resources
The successful Service Provider(s) shall either provide the technical support manpower at CSMCLpremises or the successful Service Provider(s) shall provide dedicated technical support manpower at their end. CSMCL requires 24 X 7 X 365 technical support. All the settlement, refund and reconciliation process shall be carried out by successful Service Provider(s).

MIS and application
The Successful Service Provider shall provide a Query Console for CSMCL from which MIS can be generated, queries can be addressed, and Settlement & Refund files can be uploaded directly by CSMCL in the Query/Admin Console.

The PGSP should develop/ customize any number of reports as per the business requirement of CSMCL. The application shall provide option to convert all data generated through reports to EXCEL format/ PDF/ HTML. Essential reports should support Bank wise, Mode wise details for Live/ Daily/ Weekly/ Monthly/ Yearly to be provided as per CSMCL requirements. Some of the important minimum reports are as follows:

Features (Part A) - 10

1. Daily booking-based transaction details (Bank wise, Mode wise)

2. Daily remittance-based transaction. (Bank wise, Mode wise)

3. Daily status on success transaction. (Bank wise, Mode wise)

4. Daily status on failed transaction. (Bank wise, Mode wise)

5. Cancelled/ Refund status.

6. Settlement TID report

7. Booking date wise remittance details-Monthly

8. Monthly Mode wise, Bank wise booking transaction/ remittance details.

9. Year wise bank wise booking transaction details.

The functionalities and reports details will have to be updated / modified / newly developed from time to time to meet requirements related to customer expectations/ technology changes/ market trend. Such updates/ modifications required will be communicated by CSMCL and must be implemented within a short span of time without any additional cost.

Automated Settlement & Refund Process

The Successful Service Provider shall implement an automated process for the settlement and refund process, or the deployed manpower shall take care of the settlement and refund process. The settlement of funds shall be done in T+1 day in best case scenario and not exceeding T+3 as mentioned in RBI's Payment and Settlement Act. Similarly, the refund of the failed / planned cancellation transactions must be done in stipulated time. (T=Transaction Day)

Annexure XI
Technology & User Facilities

Sl.	Service	Version / Type	Max Marks
	APIs		
		S2S (Client Initiated) for Recon, refund, status tracking, etc. (0.2 Marks / API) (Max 4 Marks)	4
		S2S (PG Initiated Push Type) (0.5 / API) (Max 2 Marks)	2
		Integration with Android	2
		Integration with iOS	2
	Chargeback Handling		
		Level 1 Chargeback cases will be handled by a dedicated staff of PGSP who will be given a read only access to Client's server for viewing transactions recorded in Customer's ledger. (10)	10
		Level 2 Chargeback cases will also be handled in addition to Level 1 Cases (+5)	5
	Support to END USERS (Client who is making the payment)		
		24 x 7 Telephonic Support (8 Marks) OR Working Hours (Min 50 Hours/Week) Chat & Phone Support (5 Marks)	8
		Email Support (2 Marks)	2

Definition of Corporate Client.

The following types of entities will be considered as Corporate client.
1. Government Department
2. Government Public Sector Undertaking
3. Government Autonomous Bodies
4. Limited Companies having Annual Turnover > 100 Crores.

Marking scheme.

Minimum 05 (Five) Corporate client count is mandatory and 05 marks will be allotted for the same.

For each additional corporate client, 03 (Three) marks will be allotted.

Maximum 20 Marks will be allotted under this head.

Annexure XIII
List of Banks for Internet Banking

The following banks should be mandatorily included in the Internet Banking option for making payment. Failure to include any bank from the list specified below should be indicated clearly in the.
Marks will be awarded for a bank only if both Retail & Corporate options are "Y"

Sl. No.	Bank Name	Retail (Y/N)	Corporate (Y/N)	Reason if No	Marks
1	Axis				1
2	BOB				1
3	BOI				1
4	Canara				1
5	Central				1
6	Federal				1
7	HDFC				1
8	ICICI				1
9	IDBI				1
10	Indian				1
11	Indian Overseas				1
12	IndusInd				1
13	Kotak				1
14	PNB				1
15	SBI				1
16	UBI				1
17	UCO				1
18	YES				1
19	Count of Banks not listed above: _____			<10 (0 marks), 11-20 (1mark), >20 (2 marks)	2
20	TOTAL MARKS BASED ON ABOVE ENTRIES			(Y in 1 to 18) ____ + ____ (Sl. 19)	TOTAL

Annexure XIV
Marks for Turnover

The minimum turnover in last 3 FY will be considered as Turnover of the bidder.

ITEM	MAXIMUM MARKS
For Average annual turnover of Rs 100 Crores in last three financial years (2017-18, 2018-19 & 2019-20), 2 Marks	10
For every additional 100 crores turnover, 1 mark each	