

Directorate of M.P. Food, Civil Supply and Consumer Protection, Vindhyachal Bhawan, Bhopal

TENDER No: 5238 Procurement of Banking Services/2017

Due for Opening on 26-09-2017

**“Selection of Bank to Provide Electronic Payment and
Collection Solution under Schemes and Programs Run by
DoFCS&CP, Bhopal”**

**COMMISSIONER,
FOOD, CIVIL SUPPLY AND CONSUMER PROTECTION,
WING 'D', 1ST FLOOR, VINDHYACHAL BHAWAN,
BHOPAL – 462023**

<http://www.food.mp.in>

TENDER No: _____ Procurement of Banking Services/2017

ITEM - Selection of Bank to Provide Electronic Payment and Collection Solution under Schemes and Programs Run by Directorate Food, Civil Supply & Consumer Protection, Bhopal

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**Directorate of Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023
Phone No. (0755)255 1479**

TENDER No: _____ Procurement of Banking Services/2017		Bhopal, Dated: 31/08/2017			
<u>TENDER NOTICE</u>					
Directorate of Food, Civil Supplies and Consumer Protection, Madhya Pradesh (herein after referred to as Directorate Food) invites bids for service providers only through e-tendering.					
Tender Specification Number	Particulars	Approx. Value (Rs.)	Tender fee (Rs.)	Date of Pre-Bid Conference	Date of opening of tender
TENDER No: <u>5238</u> Procurement of Banking Services/2017	Selection of Bank to Provide Electronic Payment and Collection Solution under Schemes and Programs Run by Directorate Food, Civil Supply & Consumer Protection, Bhopal		2000.00	14.09.17 03.30 PM	26.09.17 03.30 PM
Other details are available on department website www.food.mp.in & " www.mpeproc.gov.in "					

- 1) Through the above TENDER NOTICE 'Online Tenders' through e-Procurement are invited for Appointment of **Selection of Bank to Provide Electronic Payment and Collection Solution under Schemes and Programs Run by Directorate Food, Civil Supply & Consumer Protection, Bhopal.** Validity of the Work order shall be 5 years from the date of award extendable further on the same rate, terms & conditions with mutual consent.
- 2) The tenders will be opened at the Directorate Food, Vindhyachal Bhawan, Bhopal-462023, on the date & time as mentioned in tender time schedule. The bidder or his duly authorized representative may remain present at the time of opening of tender.
- 3) The complete tender documents will be available on department website <http://www.food.mp.in> by 31/08/2017 for the purpose of going into the details of tender.
- 4) Tender documents can be purchased only online and downloaded from www.mpeproc.gov.in by making online payment for the prescribed tender fee. Manual purchase of tender is not allowed.
- 5) Since the online bidders are required to sign their bids online using Class III-Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462 011, Tel. No.:0755-2518500/2518269 or M/s Tata Consultancy Services Limited, 5th Floor, Corporate Block, DB Mall, Arera Hills, Bhopal- 462 011, Tel No.0755-4075010, & Toll Free No.18002748484, E-mail Address: eproc_helpdesk@mpsdc.gov.in.
- 6) The EMD of Rs. 50,000/- (either in form of Demand Draft or Bank guarantee) in favour of The Commissioner, Directorate of Food, Civil Supplies and Consumer Protection payable at Bhopal, along

with HARD COPY of sealed and signed tender & supporting documents duly filled up shall be *submitted* at Directorate Food on or before opening date of tender by 3.00 pm.

- 7) **Bids not accompanied with an acceptable bid security as specified in bidding documents, in a separate cover or bids accompanied with bid security of inadequate value shall be rejected by the procurer and in such cases bids shall be returned to the bidders unopened.**
- 8) The corrigendum or addendum to the bidding document, if any, as well as any change in due date(s) of opening of tender/ price bids will be published on the department's website <http://food.mp.in> and/or <http://www.mpeproc.gov.in>. Hence participant bidders are ***advised to regularly visit the website*** till the last date of bid submission. The Directorate Food shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- 9) The Directorate Food reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the Directorate Food, whether it is lowest or not, without assigning any reason whatsoever it may be.

Note:- In case any due date is declared as holiday/local holiday then the date will automatically get shifted to next working day.

**Commissioner
Food, Civil Supply and Consumer
Protection,
Bhopal**

Directorate of Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023
Phone No. (0755) 255 1479

To be issued only after On-line payment of Tender Fee

Tender issued to M/s

TENDER FORM

The undersigned hereby tender and offer (subject to the Directorate's conditions of tendering) the Directorate of Food, Civil Supply and Consumer Protection, Bhopal for "**Selection of Bank to Provide Electronic Payment and Collection Solution under Schemes and Programs Run by Directorate Food, Civil Supply & Consumer Protection, Bhopal** referred to in the Details of Technical Particulars attached to tender document no. _____/Procurement of Banking Services /2017 and its enclosure and in Schedules to the said Details of Technical Particular copies of which are annexed here to and which under the terms thereof are to be supplied, executed and done by the Supplier/System Integrator and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to be referred from the said tender documents for the sums and at the rates sets out in annexed here to.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith (if the questionnaire is not answered in full, the answer to various question may be taken so as to be advantageous to the Directorate Food unless contrary is mentioned in the body of the tender).

Signed this Dayof(month)..... 2017

TENDERER'S SIGNATURE
(With Seal)
TENDERER'S ADDRESS

Annexure – I General Terms and Conditions

- 1. Directorate of Food, Civil Supplies and Consumer Protection, Madhya Pradesh** herein after referred to as **Directorate Food**, for enhanced efficiency and transparency in TPDS operations, intends to hire service of scheduled banks to **Provide Electronic Payment and Collection Solution for Aadhaar** enabled seamless payment and receipt System for the TPDS/NFSA beneficiaries and Fair Price Shops Dealers in particular and other **Schemes and Programs run by Directorate Food in general**. Apart from above mentioned events there may be more reasons to provide banking services (to beneficiaries and other stakeholders) based on actual/ real time requirements as and when occurred.

Online tenders are therefore invited by the Commissioner, Food, Civil Supplies and Consumer Protection, Madhya Pradesh, Bhopal from the scheduled banks for providing Electronic Solution on the terms and conditions as detailed hereunder. While submitting the bid the banks/bidders are requested to go through the General Instruction to Bidder annexed hereto.

It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.

This tender has been published with a view to further extend the scope of banking services/activities under TPDS/NFSA and an increasing in the base of TPDS.

2. BASIC QUALIFICATION OF BIDDERS

The bidding is open to the scheduled banks, who fulfills following eligibility criteria as follows:-

- 2.1 Bidder should be authorized by Reserve Bank of India (RBI) to carry out payment service business with Govt. Department.
- 2.2 ***Bidder should be in the business of providing following services:***
 - a) **Online Payment Gateways services** with acceptance of Credit Cards (Visa, MasterCard, diners etc.), Internet Banking [at least Twenty banks of which a minimum Fifteen should be public sector banks], Debit Cards [visa/master/maestro/rupay], Cash Cards.
 - b) The bidder shall submit individual certificates from each bank with which he has tied up for providing payment gateway services that:
 - i. The bank has authorized and has a valid agreement with the bidder to provide online payment gateway services atleast for a period of 3 years. In case the contract of service provider with the bank for shorter period of time then the same shall be renewed at least 15 days prior to expiry of the contract. The certificate shall indicate number of transactions and the corresponding amount collected against the service during last 3 years.
- 2.3. The bidder should have prior experience of providing online payment services to govt. department/agency with a minimum average annual consumer transaction of 6,00,000 i.e. (6) six lakh per year in last two (2) years or should have minimum average annual consumer transaction of 10,00,000 i.e (Ten Lakh) per year in last two (2) years with minimum one similar scope of work. Performance certificates/citations confirming the same shall be enclosed in the technical proposal.

- 2.4 The bidder should have at least one globally accepted certification for information security from Payment Application Qualified Security Assessor. Certificate for Internal Security Assessment by Credit Card/Debit Card providers i.e. Visa/Master Card etc should also be submitted as proof of document.
- 2.5 The bidder shall have ISO 27001 and shall be certified for PCI DSS (Payment Card Industry Data Security Standard) i.e. certification for information security management. The certifying assessor must be listed as one of the lead security assessor on the PCI Standard Counsel Website.
- 2.6 Bidder/Bank shall capability to provided –
- a. Integration of bank sever with food directorate server for uploading of payment order for seamless and fast disbursement.
 - b. All the module middle ware, hardware for the achieving activities in a safe and secure manner.
 - c. Payment credit return file in appropriate format as designed by the Directorate Food.
 - d. Interface required for a technical team to view transaction logs.
 - e. bidder should quote all-inclusive price per transactions. Integration cost / Annual Maintenance charges if any need to be mentioned.
 - f. The selected bank would be allowed to keep the deposits of the department in current account.
 - g. Flow of Solution for beneficiary based electronic payment.
 - h. Solution must have the facility for Aadhaar enable payment at FPSs using TPDS software application and PoS machines.
 - i. Other payment collection model facility through which TPDS consumer, FPS dealers can pay.
 - j. Amount Remittance and Reconciliations Activity.
 - k. Solution must generate MIS as per the requirement of the Directorate which should be transferred through bank to bank server integration.
 - l. Hosting of the solution must be in Directorate Food server though appropriate mechanism having all the rights for solution with Directorate Food with highest level of data security.
 - m. Integration with Directorate Food TPDS application so that transactions by the any stakeholder should be automatically reflected in their account.
 - n. SMS/Email Confirmation to the beneficiaries about the transaction/collection.
 - o. Participating Bank must have at least three year experience in handling similar assignment with government entities.
 - p. Solution must have provisions and flexibility to address/incorporate the schemes to be introduced in next five years.
- 2.7 The Bidders have to fulfill each of the above eligibility criteria severally; otherwise their bids will be rejected and not considered for further evaluation. A Bidder shall be disqualified if it is determined by

the Directorate Food Bhopal at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Client.

2.8. Documentary proof for the above has to be invariably enclosed failing which the offer shall be liable for rejection.

3.0 EARNEST MONEY

3.1 The bidders shall deposit the Earnest Money amounting to Rs. 50, 000/-.

3.2 The Earnest Money can be deposited in the following forms only:

- a) By Bank Draft on any of the scheduled bank, in favour of Commissioner Food, Directorate Food, Civil Supply and Consumer Protection, payable at Bhopal.

No offer will be accepted without valid Earnest Money Deposit. The Earnest Money deposit will be forfeited in case successful tenderer fails to pay Security Deposit and execute the contract agreement within the prescribed period. If on opening of tender, it is revealed that EMD amount is inadequate/any other discrepancy is noticed, the tender shall termed as void and shall be rejected and returned to the bidder.

3.3 RETURN OF EARNEST MONEY TO BIDDERS

- a. EMD shall be returned to the un-successful bidders, as soon as possible, after the tender is decided. No interest shall be paid on EMD amounts.
- b. EMD of bidders on whom the order shall be placed, shall be returned after deposition of security deposit and execution of agreement. No, interest shall be paid on EMD amount.

4.0 TAXES AND DUTIES

- 4.1 All taxes and duties should be included in the prices quoted. Any kind of taxes and duties shall not be paid extra in any case.
- 4.2 Directorate Food, Civil Supply and Consumer Protection is a registered entity. Therefore necessary declaration form, wherever applicable, shall be issued after receipt of material/services. Any other applicable declaration form for concessional rate of Sales tax/Commercial tax as may be in force shall be given only after the legal position is verified at our end.
- 4.3 As regards the income tax, surcharge on income tax and other corporate taxes, the bidder shall be responsible for such payment to the concerned authorities. Necessary TDS shall be made by Directorate Food, as per statute.

5. **AMENDMENT IN SPECIFICATIONS:** The Company may revise or amend the specification and/or qualifying criterion, on the basis of pre-bid conference prior to the date notified for opening of tender. Such revision/ amendment, if any, will be posted on Directorate Food website i.e. <http://food.mp.gov.in/> and & e-portal www.mpeproc.gov.in. The participant bidders should regularly visit the website to note down such changes – if any – in the Tender.
6. **BIDS IN OPEN FORM:** Open bids through Telegram/Fax will not be considered under any circumstances.
7. **DELAYED/ LATE BIDS:** The Company shall not assume any responsibility for delays on account of e-tendering procedure or due to any postal delays either for the late receipt of documents by bidder or late receipt of bids by the Board/Company. **No extension in time shall be granted on such grounds.**
8. **ALTERNATIVE BIDS:** Bid should be submitted as per intent of tender documents; any alternative offers are liable for rejection.
9. **MISTAKES IN BIDS:** Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Company shall be considered. Such offers can also be rejected.
10. **LUMP-SUM BASED BIDS:** In case prices for some items or all items are given as a lumpsum, instead of unit prices as required in the tender specifications, Company can summarily reject such incomplete tender.
11. **PRINTED TERMS AND CONDITIONS IN BIDS:** Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever. The terms and conditions as per this tender are absolute and bidding.
12. **ALTERATIONS/CORRECTIONS IN BIDS:** Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.
13. **INCOMPLETE BIDS:** Tender which is incomplete or obscure is liable for rejection.
14. **ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF:** Directorate Food reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Company in this regard shall not entertain any correspondence.
15. **AMBIGUITIES IN CONDITIONS OF BIDS:** In case of ambiguous or self-contradictory terms/ conditions mentioned in the bid, interpretation as may be advantageous to the Directorate Food shall be taken without any reference to the tender.
16. **DISQUALIFICATION OF BIDS:** A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. In such event, otherwise, that is, when a bidder does not comply, tender will be rejected.

17. **LANGUAGE OF BIDS:** All tenders should be made in English only.
18. **FILLING OF QUESTIONNAIRE/SCHEDULES:** All the Questionnaire / Schedules along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.
19. **DEVIATIONS FROM TERMS & CONDITIONS:** Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected.

Should the bidder desire to depart from other conditions and/or technical specifications in any respect, **he shall draw attention to such deviations as per Schedule-V Part "B" and "C" stating fully the reasons thereof.** Unless this is done, these conditions and specified specifications will hold good, as acceptable to the bidder.

20. DOCUMENTS COMPRISING THE BID

- 20.1 **PART - I:** This part is fulfilling the requirement of deposit towards Earnest Money. EMD should be in the form of only Demand Draft/Banker's cheque payable to Commissioner Food, Civil Supply and Consumer Protection, Bhopal from any of the scheduled bank will be accepted.
- 20.2 **PART-II:** Envelope for this part shall contain Technical and Commercial aspects of the Bid and documents supporting the same.

PART – I: Proof of eligibility –

- 20.3 The bidders are required to fulfill the eligibility criteria mentioned under the clause “**Eligibility Criteria**” and submit the relevant document in support of each criteria separately. If the documents submitted are not proper or not supporting the eligibility criteria then the bid will be regarded as non-responsive and will be rejected and will not be considered for further evaluation.

PART –II: Technical Proposal -

The Technical Proposal shall not include any financial information Sequence and details of documents to be submitted with the offer -

- (a) Power of Attorney/Board resolution in favour of signatory of the bid
- (b) Completion Certificates/Citations Received
- (c) Other details as called for in the bid documents or which the bidder may like to highlight.

The bidder shall furnish email address and contact telephone numbers of appropriate person as per standard form G1.

Part-III: Financial Proposal –

- 20.4 The bidder shall submit the financial offer in the formats given in standard form F1. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

Note - The bidder can only quote for charges as per Price Bid.

21. SUBMISSION OF BIDS

21.1 **The tender shall be submitted in three (3) parts but hard copy only in two parts :-**

21.2 **Part-I** shall contain “**EARNEST MONEY DEPOSIT.**”

21.3 **Part-II** shall contain “**COMMERCIAL BID AND THE TECHNICAL BID**”.

The details about these two bids are discussed in Annexure – I. Relevant information that the bidders are liable to submit, comprises duly filled-in Questionnaire, all schedules any other information that is sought in the tender.

21.4 **Part-III** shall contain “**PRICE BID**” or **Financial Proposal**”. The price bid is to be submitted **Online** only.

The bid for the tender being submitted **online** must be **digitally signed** using digital certificate of the Individual in case of Individuals / Proprietorships and Authorized Representative in case of Partnership Firms / Private Limited Companies / Public Limited Companies. In any of the above cases, a lawful Power of Attorney Holder can also obtain the Digital Certificate to sign on behalf of the Individual / Organization.

The Digital Certificate can be obtained from the Service Provider.

- 21.5 Tender submitted on behalf of bank shall be digitally signed by a person duly authorized to submit the Tender on behalf of the Bank and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Bank.
- 21.6 **Out of the three parts, the first two parts (are to be submitted in physical form also, as the case may be), shall be submitted in two separate sealed envelopes and these envelopes shall be properly super scribed as Part-I "Earnest Money Deposit", Part-II "Commercial Bid and Technical Bid".** Each envelope shall also be super-scribed with name of item and T.S. No. for which the tender is submitted, the name of the said tenderer and the date of opening, as advertised. Both envelopes of Part-I & Part-II are to be kept in a separate bigger sealed envelope super-scribed with...

'TENDER SPECIFICATION NO. 5238 DUE FOR OPENING ON 26/09/2017

FOR Procurement of Banking Services for Providing Electronic Payment and Collection Solution under Schemes and Programs Run by DoFCS&CP, Bhopal

'THIS ENVELOPE CONTAINS 3 SEPARATE ENVELOPES FOR:-

- (i) PART-I : "EARNEST MONEY DEPOSIT"
- (ii) PART-II : "COMMERCIAL AND TECHNICAL BID"
- (iii) PART-III : "PRICE BID" (Online)

Note:- Price Bids are to be submitted mandatorily 'ONLINE' and shall not be accepted in physical form in any case.

TO,
Commissioner,
Directorate of Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhychal Bhawan,
Bhopal – 462023
Phone No. (0755)255 1479

IT IS CERTIFIED THAT WE AGREE THE FOLLOWING CLAUSES OF TENDER SPECIFICATION:-

- (i) PAYMENT TERMS : AGREED
- (ii) SECURITY DEPOSIT : AGREED
- (iii) PENALTY : AGREED
- (iv) PERFORMANCE GUARANTEE : AGREED

SIGNATURE OF TENDERER

STATUS & COMPANY'S SEAL

Please note that In absence of above certification on the main envelope itself, the same shall not be opened and the offer shall stand rejected.

- 21.7 Even after certification on the body of the main envelope, if any ambiguity is found upon opening of the main envelope or after opening of the Price Bid, the offer shall be liable for rejection.

22. **DATE AND TIME OF OPENING OF BIDS – CHANGES**

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the Directorate Food, without assigning any reason thereof. The bidders are suppose to regularly visit the department website food.mp.gov.in & e-portal www.mpeproc.gov.in. to view the addendums/corrigendum's/amendments if any. THE DIRECTORATE FOOD SHALL NOT IN ANY WAY BE RESPONSIBLE FOR IGNORANCE TOWARDS SUCH ALTERATIONS IN TENDER BY BIDDERS DUE TO NON VISIT BY THEM TO DIRECTORATE WEBSITE.

OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID: The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the Notice Inviting Tenders in the presence of bidders or their representatives as may be present at the time of opening. The requirement for EMD shall be verified and thereafter, the second part, i.e. the Commercial & Technical Bid, shall be opened in respect of eligible bidders.

23. **OPENING OF PRICE BID**

Opening of Price Bid on subsequent date:-

- 23.1 After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Company's terms & conditions, if any, proposed by the bidder in regard to Commercial and technical Bid, as per prescribed schedules, given along with the tender documents, shall be notified and clarifications, if required by Directorate Food, shall be submitted by the bidders, either at the time of scrutiny of tender or within the time prescribed. **Any deviations from payment terms, penalty, security deposit and performance guarantee clauses of tender specification shall not be acceptable, in any case and the offer will be liable for rejection out-rightly.**
- 23.2 **The bidder shall not be allowed to change their original Online price bids. (If Stage has been Completed).** In case deviations and clarification on Commercial and Technical matters are not submitted by the bidder within the time prescribed by the Directorate Food then the

Directorate Food reserves the right to refuse to open the price bids Part-III. Thus, the bidder should ensure that their tender is strictly in conformity with the specifications.

- 23.3 The date of opening of "Part-III i.e. PRICE BIDS" shall be notified to the bidders, whose bids are found to be commercially & technically acceptable. The price bids will be opened online on the date of price bid opening on the stipulated time in presence of the participant bidders or their *authorized* representatives who choose to be present.
- 23.4 The decision of the Directorate Food in this respect shall be final and acceptable to the bidder.

24. EVALUATION AND COMPARISON OF BIDS

- 24.1 Generally the bids received and opened will be evaluated by the Directorate Food to ascertain the responsiveness of the bid document in the interest of the Directorate Food, for the complete works covered under the requirement set forth in the bid document.
- 24.2 A substantially responsive bid is one that conforms to all the terms, conditions and requirements of the bid documents without material deviation or reservation.
- 24.3 If bid is not found substantially responsive and techno-commercially not suitable, it will be rejected and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Directorate Food Bhopal will evaluate and compare only those bids that conform to Directorate Food's requirements.
- 24.4 The evaluation of the bids and the selection of the Bank would be done based on the technical and commercial capacity of the Bank to execute the contract as well as the financial proposal submitted by the Bank.
- 24.5 The financial proposal (bids) of only short listed bidders who have submitted the proof of eligibility and have also qualified in the commercial & technical evaluation shall be opened on the date and time which shall be notified to the short-listed bidders after the opening of technical & commercial bids in the presence of concerned bidders or their duly authorized representatives, who wish to be present.
- 24.6 The comparison will be made based on prices quoted by the bidder that include all costs as well as duties, levies, insurance, local taxes, service taxes, income taxes, bank charges, payment channel charges paid or payable and other services required under the contract.

24.7 Method for evaluating L1 bidder –

The methodology used for evaluating bidders (who qualify in commercial/ technical proposal) shall be as follows, which is final and binding to all bidders. Directorate Food Bhopal shall not entertain any queries on its evaluation methodology for L1 bidder.

- (a) First of all, the transaction charges for all Debit/Cash cards (quoted as % of transaction value at SI No.1 of the Financial Proposal form F-1) and other cost to the Directorate Food shall be worked out.

- (b) The same shall be multiplied by an estimated transaction value of Rs10 Lakh per month to derive estimated total transaction charges for Debit/Cash Card based transactions. Let this value be 'A'.
- (c) Secondly, the transaction charges for Credit cards (quoted as % of transaction value at Sl No.2 of the Financial Proposal form F-1) shall be worked out.
- (d) The same shall be multiplied by an estimated transaction value of Rs 90 Lakh per month to derive estimated total transaction charges for Credit Card based transactions. Let this value be 'B'.
- (e) The estimated total transaction charges for Online Payment Gateway Internet Banking, and Mobile Banking shall be worked out by multiplication of transaction charges (quoted as Rs per transaction fees at Sl. No. 3 of the Financial Proposal form F-1) with estimated transactions of 50000 nos per month. Let this value be 'C'.
- (f) Service Charges/Software Charges or Integration charges for applications/software and direct benefit transfer shall be derived. Let this value be 'D'.
- (g) At final stage, sum of the total estimated transaction charges for Sl. No. 1,2, 3 & 4 of Financial Proposal Form (F-1) for Debit/Cash Card, Credit Card payment as well as Online Payment Gateway Internet Banking and Mobile Banking shall be derived which shall be A + B+C+D. Let this sum be 'E'.
- (h) The bidder for which 'E' is lowest shall be deemed as lowest bidder.
- (i) If the evaluated cost quoted by the two bidders is found to be same then order shall be placed on the bidder who has quoted lower rates for transaction charges for Online Payment Gateway Internet Banking, Mobile Banking and service charges/software charges/Integration charges for application.

Note- 1. The transaction volume i.e. Rs. 10Lakh for Debit/Cash card, Rs. 90 Lakh for Credit cards and 50000 transactions for category 3 respectively are being considered for evaluation purpose only. It shall not be construed to be a representative figure of actual volume of transaction.

- 24.8 It is mandatory to quote for all services and it shall be binding to provide all services.
- 24.9 In case the bidder does not quote price for all services, his tender is liable to be rejected.

25. **CANVASSING OF BIDS**

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Directorate Food's personnel or Representative, on matters relating to tender under process excepting if they are invited by Directorate Food itself, for negotiations.

28. **VALIDITY OF BIDS**

The offers shall be **valid for 180 days**. Validity of the offer shall be counted from the date of opening of bids. Those who do not agree for a validity of 180 days will do so at their own risk and their offers are liable to be rejected.

29. **AUTHORISATION/LOCAL REPRESENTATIVE**

Only authorized representative, possessing necessary authority letter from the bidder who have participated in the tender shall be allowed to attend the tender opening.

30. ACCEPTANCE OF TENDER

- (i) The Directorate Food may reject any or all tenders or to accept any tender considering advantageous to Directorate Food whether it is the lowest offer or not.
- (ii) The Directorate Food may place contract award/order against the tender on more than one bidder falling within price consideration zone of 10% above L-1 and at the price of L-1. for the same scope of work. The Directorate Food shall assign no reasons for this and the same will be binding on the bidders.
- (iii) The bidder who has quoted/offered the **Lowest Acceptable Rate** will be required to accept the contract award/LOA. In the event of non acceptance, the bid security (EMD) shall be forfeited, alongwith punitive action against the firm including debarring the firm for a period of five years for any business with Directorate Food.

31. PRICE CONSIDERATION ZONE

Subject to fulfilling the financial, techno-commercial criteria, experience etc. as per tender conditions, the Directorate Food reserves the right to place LOA to the bidders other than lowest also. The counter offer shall be limited to the bidders whose computed rate including taxes, duties, other levies/charges is within the price band of 1.10 times of the lowest acceptable offer.

32. POOL RATES

The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Directorate Food.

(Vivek Porwal)
Commissioner
Directorate Food, Civil Supply
and Consumer Protection, Bhopal

ANNEXURE – II (A) IMPORTANT INSTRUCTIONS TO THE BIDDERS

1. **Online Sealed** tenders are invited by the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal for Engagement of Bank for **Providing Electronic Payment and Collection Solution for Aadhaar enabled seamless payment and receipt System** as per specifications attached with this tender document.
2. The bidders are requested to go through the tender document containing instructions and various terms and conditions in Annexures and schedules attached. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.
3. **VALIDITY OF BIDS:-**
Offers should be kept open for acceptance for at least **180** days from the date of opening. Those who do not agree for a validity of **180** days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.
4. **ELIGIBILITY CRITERIA:-**
The bidding is open to the Banks, who fulfill following eligibility criteria:-
 - 4.1 Bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services.
 - 4.2 ***Bidder should be in the business of providing following services:***
 - a) **Online Payment Gateways services** with acceptance of Credit Cards [Rupay, Visa, MasterCard, diners etc.], Internet Banking [at least Twenty banks of which a minimum Fifteen should be public sector banks], Debit Cards [of at least Fifteen banks], Cash Cards.
 - b) The bidder shall submit individual certificates from each bank with which he has tied up for providing payment aggregation gateway services that the bank has authorized and has a valid agreement with the bidder to provide online payment gateway services at least for a period of 3 years. In case the contract of service provider with the bank for shorter period of time then the same shall be renewed at least 15 days prior to expiry of the contract. The certificate shall indicate number of transactions and the corresponding amount collected against the service during last 3 years.
- 3.3 The bidder should have prior experience of providing online payment services to minimum three(3) government department across India with a minimum average annual consumer transaction of 6,00,000 i.e. six (1) lakh per year in last two(2) years or should have minimum average annual consumer transaction of 10,00,000 i.e (Ten Lakh) per year in last two (2) years with minimum one similar scope of work. Performance certificates/citations confirming the same shall be enclosed in the technical proposal.

- 3.4 The bidder should have at least one globally accepted certification for information security from Payment Application Qualified Security Assessor. Certificate for Internal Security Assessment by Credit Card/Debit Card providers i.e. Visa/Master Card etc should also be submitted as proof of document.
- 3.5. The bidder shall have ISO 27001 and shall be certified for PCI DSS (Payment Card Industry Data Security Standard) i.e. certification for information security management. The certifying assessor must be listed as one of the lead security assessor on the PCI Standard Counsel Website.
- 3.6 The Bidders have to fulfill each of the above eligibility criteria severally; otherwise their bids will be rejected and not considered for further evaluation. A Bidder shall be disqualified if it is determined by the Directorate Food Bhopal at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Client.
- 3.7 Documentary proof for the above has to be invariably enclosed failing which the offer shall be liable for rejection.

5. BIDDER/BANKS TO INFORM HIMSELF FULLY:-

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction.

6. The tender should be submitted in three parts as explained in Clause-22. of Annexure-I (General Terms and Conditions).
7. After opening of first two parts i.e. Part-1 & Part-2 on due date and time, the Price Bid shall be opened Online after ascertaining that bid is technically and commercially acceptable on the date to be notified separately.
8. Price bid of those firms shall not be opened who do not fulfill any of the following criteria:
- (a) Non-compliance of the requirements indicated above in Clause-3.
 - (b) Any deviation in our major commercial condition i.e. Payment Terms, Penalty, Security Deposit and Performance Guarantee clause.
 - (c) Non-fulfillment of the eligibility criteria as mentioned above under Clause 3.

9. EARNEST MONEY:-

The bidders shall deposit the Earnest Money amounting to Rs. 50,000/- as per details in Annexure-I. **Please note that no offer will be accepted without Earnest Money Deposit, unless exempted by the Directorate Food.**

10. FORFEITURE OF EARNEST MONEY DEPOSIT:-

It should be clearly understood that in the event the bidders fail to accept and execute the telegraphic and detailed orders , if it is placed within the validity period of the offer or if bidder withdraws or revokes its bid during the period of bid validity, then the full amount of earnest money will be forfeited. Directorate Food's decision in this respect will be final and binding on the bidder.

- 11.** Bidders are also advised to furnish Power of Authority to sign the tender documents and all correspondence before and after placement of rate contract/order.
- 12.** The pre bid conference on the instant proposed work is scheduled to be held on Dated on 14/09/2017 at Office of Commissioner Directorate Food, Civil Supply and Consumer Protection, Vindhyaal Bhawal D Wing 1st Floor, Bhopal. The bidders are requested to submit their bid related queries at least by 11/09/2017 i.e 3 days prior to the scheduled meeting, in the format enclosed.
- 13.** Directorate Food reserves the right to accept/reject wholly or partly tender without assigning ny reason what-so-ever. No correspondence in this regard shall be entertained by the Directorate Food.

**Commissioner
Directorate Food, Civil Supply and Consumer
Protection, Bhopal**

ANNEXURE-II (B) SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL

- 1.1 The Special Conditions of the contract supplements to the Important instructions to the Bidders and general terms and conditions of contract shall be considered as part of the contract documents:
- 1.2 The jurisdiction of work is complete area of operation of across the Madhya Pradesh, comprising of 51 districts 313 development blocks and 22500+ Fair Price Shops. The works shall be executed according to the terms and conditions stipulated in the contract to the best prevailing practices.

2.0 PRICES

The Bidders are advised to quote the unit price in Schedule-I on 'FIRM' price basis inclusive of all taxes, duties and other overhead charges. The rates shall remain valid for the entire duration of the contract including extension period, if any. No price variation shall be paid extra in any case. However, in case of any variation in rates of taxes/statutory levies applicable/prevaling at the time of submission of Invoice or if any new tax is introduced, the same shall be paid by Food Directorate. In case any tax/statutory levies is abolished or reduced the same shall be recovered from Successful bidder.

3.0 SUBMISSION OF BILLS

- 3.1 The Service Provider will submit the monthly bill in duplicate to the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal for payment indicating the no. of transaction carried out in a month with categories of credit/debit card, Net banking etc. The Joint Director Finance will process the bill for payment.
- 3.2 The final payment will be made on completion of assigned work and fulfillments of all liabilities.

4. PAYMENT

- 4.1. Payment shall be made on monthly basis within 45 days of submission of bill in duplicate to the OIC as per award. OIC shall be the Joint Director Food.
- 4.2. Contract period shall be counted from the date of go-live, to be declared by the Commissioner Directorate Food.
- 4.3. Monthly bills in duplicate shall be furnished by the bidder to the OIC within first week of every month.
- 4.4. The bidder shall have no claim or reason to stop the services if payments are delayed, unless after expiry of the termination notice, if so served by the bidder. No interest on overdue (delayed) payment shall be made under any circumstances.

5. PERFORMANCE GUARANTEE

All services to be provided are to be guaranteed for correctness and conductance as per acceptable norms and in the event of any failure on the part of bidder, Directorate Food will reserves the right to terminate the contract at risk and cost of bidder.

6. PENALTIES

- 6.1. The essence of procured banking service for TPDS is to ensure that TPDS beneficiaries can get benefits of direct benefits transfer scheme in time, Aadhaar enabled payment facilities are available at the FPS as well as the accuracy of the same is guaranteed. Thus, performing the work efficiently

with high level of accuracy would be mandatory for the bidder/banks. In case the bidder/bank fails on various accounts to fulfill the conditions of the contract, liquidated damages as elaborated below shall be levied on the bidder/bank. More than one penalty as applicable depending upon the context of default may be imposed on bidder/bank.

6.2 There will be a slack of two (2) months that will not entail any penalty and will not involve any financial implication. Delay beyond slack period will attract penalty for the period of delay including slack period. If the delay is on the part of Directorate Food Bhopal then the slack period is adjustable.

6.3. Penalties for downtimes and misreporting/default –

The bidder/bank should maintain e-Payment service uptime of at least 99% of total valid request each month. The penalties as under shall apply in all case of failure of payments except for the following (Table A) which are beyond the control of bidder/bank of the e-Payment services.

Table-A	
Row Labels	Count of Error Message
Credit Card	
3-D secure authentication failed.	
Bank denied transaction due to risk	
Bank failed to authenticate the customer due to 3D Secure Authentication decline	
Bank failed to authenticate the customer due to 3D Secure Enrollment decline	
Card authentication failure	
Transaction declined by the issuer	
Transaction interrupted by pressing back button	
Debit Card	
3-D secure authentication failed.	
Bank denied transaction on the card.	
Bank failed to authenticate the customer due to 3D Secure Enrollment decline	
Card authentication failed at the bank due to invalid CVV (or CVC or Card Security Code)	
Card authentication failure	
Transaction cancelled by customer	
Transaction declined by the issuer	
Transaction interrupted by pressing back button	
Net Banking	
Transaction interrupted by pressing back button	

Authenticated report indicating no. of failure along with error message shall be submitted along with bill for calculation of availability of time.

- 6.3.1 Any misreporting or any fraud on the part of bidder/bank shall entail a penalty equal to two times the amount of fraud or misreporting per wrongly reported transactions. The amount shall be deducted from the monthly bills.
- 6.3.2 If payments are not transferred within stipulated time to Directorate Food Bhopal then a penalty @ ½% per day of the amount detained shall be levied on the bidder/bank and the same shall be reduced from its bills.
- 6.3.3 In case the bidder/bank is unable to maintain up time towards all agreed upon services with all the Banks individually, which includes services of Net Banking, acceptance of Debit card, acceptance of Credit card then the Directorate Food shall levy a penalty of Rs.1000/- per month on per service per Bank basis.
- 6.3.4 In case of any failure not in the category as detailed in table A penalty @ ½ % per day not collected of the amount of bill.
- 6.4 During the time of scheduled maintenance the relevant web page displaying message like “Inconvenience regretted, Web site is under maintenance” should be displayed. The bidder shall intimate the down-time request to the OIC, and Commissioner Directorate Food, Civil Supply and Consumer Protection. The OIC shall respond jointly for and on behalf of Directorate Food, Bhopal, after seeking inputs from all concerned.
- 6.5 In case the Honorable Regulatory commission penalizes Directorate Food Bhopal, and levies penalty/fine on account of non-compliance of standards of performance with respect to the transfer of cash benefits or Aadhaar enabled transaction or payment and receipt of any financial transactions issued under this contract and where the Bank/Bidder is responsible for this, the same penalty/fine will be charged on the Bank/Bidder’s account & it will be deducted from Bank/Bidder’s monthly bills.
- 6.6 Bank/Bidder has to arrange for methodology to ensure posting of payment and updating the Directorate Food through MIS. On daily basis. If posting of payment record of TPDS beneficiaries is delayed causing any penalty/surcharge to TPDS stakeholder OR the record posted contains missing fields/data or contains incorrect/ inconsistent data in our MIS system, a penalty of Rs.100 per such transaction shall be levied from the Bank/Bidder. This penalty will be charged in addition to any other penalty if imposed on Bank/Bidder.

NOTE:

1. *Multiple Penalties if applicable can be charged simultaneously.*
2. *Penalties based on the above clauses shall be computed on monthly basis by the Directorate Food Bhopal’s Nodal Officer.*

7. SECURITY DEPOSIT

The successful bidder shall deposit D.D./Fixed Deposit or bank guarantee issued in favor of Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal, for an amount equal to Rs. 5 Lakh within 15 days from the date of receipt of Letter of Award and valid for a period of 60 months from the date of agreement, with claimable period of **Six months**.

8.0 PERFORMANCE GUARANTEE

- 8.1. The Performance Bank Guarantee in lieu of performance security Rs. 5 lakhs is required to be deposited by successful bidder at the time of execution of agreement within 15 day of issue of LoA.
- 8.2 The Bank Guarantee should be issued by any Branch of the Nationalized/ Scheduled Bank and valid for a period of 60 months from the date of agreement, with claimable period of **Six months** it shall be renewed within 15 days before its expiry and the same shall be furnished to the Directorate Food, Bhopal failing which the Directorate Food shall have the right to invoke the Bank Guarantee.
- 8.3. The execution of agreement shall be withheld by the concerned authority till the receipt of Performance Bank Guarantee in lieu of performance security.
- 8.4. In case the Performance Guarantee and Security deposit are not submitted within 45 days from the date of issue of LoA, the Directorate Food reserves the right to cancel the LoA and initiate the action as per Directorate Food rule.
- 8.5 The Directorate Food shall forfeit the Security Deposit and/or Performance Guarantee in the event of non-execution/ part execution of the orders/poor performance of contractor besides invoking the Penalty Clause.
- 8.6 No interest will be payable by the Directorate Food on the Bank Guarantee.
- 8.7 The Bank Guarantee component of the Performance Security shall be kept valid for a period of 180 days beyond the date of completion of all contract and obligations under this contract.
- 8.8 In case of any breach of the terms and conditions of the Contract agreement by the Bidder, the Directorate Food, Bhopal shall have right to forfeit or draw from the amount of the Performance Bank Guarantee and Security deposit in full or part thereof, at the sole discretion of the Directorate Food.

9. CONTRACT PERIOD

The contract shall remain in force for a period of 5 **years** from the date of agreement. This period can be extended by the Directorate Food, Bhopal further on the same Rate terms & Conditions of original contract award.

- 9.1 The contract shall come in force immediately on signing of agreement.
- 9.2 The bidder shall integrate all the necessary services and demonstrate the same within 15 days after signing of agreement. Full scale Rollout shall be within 60 days after signing of agreement which shall be certified by the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal and shall be termed as go-live.
- 9.3 However, in case the performance during the currency of the Contract at any time is found to be unsatisfactory, the Directorate Food shall have the right to withdraw the award for the remaining period of the contract with punitive action .

10. CONTRACT AGREEMENT

In the event of acceptance of particular bid for award of Contract, the successful bidder has to execute contract Agreement with Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal on non-judicial stamp paper within 15 days for the date of LOA. Before signing the contract agreement, the bidder has to submit the performance guarantee & security deposit

as per Clause 7 & 8 respectively of SCC. The Contract agreement to be executed on non-judicial stamp paper worth Rs. 500/-.

11. AWARD OF CONTRACT

- 11.1. The Directorate Food does not bind itself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Directorate Food to disclose any analysis report of bids.
- 11.2. The Directorate Food will award the contract to the successful bidder whose bid has been determined to be substantially responsive to the bidding documents. The Directorate Food shall be sole judge in this regard.
- 11.3. The selected bidder shall be issued a letter of Award by the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal. Seven days will be given for postal delivery. Within 15 days after issue of letter of Award, selected bidders shall furnish the Security Deposit as per the **Security Deposit Clause** and the Performance Bank Guarantee as per the **Performance Guarantee Clause** and execute the agreement with the Commissioner Directorate Food, Civil Supply and Consumer Protection respectively. The cost of the stamp paper and stationery shall be borne by the bidder.
- 11.4. Failure by the selected bidder to execute the agreement and submission of Security Deposit and Performance Bank Guarantee within the period stipulated above shall entail forfeiture of the earnest money deposited. without prejudice to right of Directorate Food to recover further damages, if any, from the bidder.

12. DATE OF COMMENCEMENT and COMPLETION OF WORK

- 12.1. Joint Director (Food) and Joint Director Finance shall be the Nodal officers and shall hand over the work to the selected bidder after signing of contract agreement under intimation to this office which shall include methodology for integration with Food Directorate server.
- 12.2. The contract shall come in force immediately on signing of agreement.
- 12.3. The bidder shall integrate all the necessary services and demonstrate the same within 15 days after signing of agreement. Full scale Rollout shall be within 60 days after signing of agreement which shall be certified by the Commissioner Directorate Food, Civil Supply and Consumer Protection Office, Bhopal and shall be termed as go live.
- 12.4. The delay beyond period of 2 months shall attract penalty as per penalty clause 6. Joint Director Food and Joint Director Finance shall ensure that the time lines are adhered to by the bidder and weekly report of development shall be submitted to the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal.
- 12.5. The Joint Director Food shall be overall In-Charge for the works and it shall be his responsibility to ensure that there are no slippages in the project he shall have direct responsibility as regards redressal of consumers Grievances.

13. PENALTY RIGHTS AND ROYALTIES

13.1. Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, software and processes used in the work shall be deemed to have been included in the contract price and payable by Bidder.

13.2. The Bidder shall not have any right whatsoever on intellectual properties or design during the implementation of the present contract.

14. DETAILS: CONFIDENTIAL

The bidders shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising except with written consent of the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal and subject to terms and conditions as may be prescribed.

15. DEPLOYMENT OF PERSONS

15.1. The Bidder will be expected to deploy on the work only skilled /suitable qualified and trained employees with experience of the job intended to perform by them.

15.2. The manpower should be conversant with local language in addition to the working knowledge of English, so as to interact with consumers.15.3. The persons engaged by the Bidder shall be deemed to be as its employees and the Directorate Food is not concerned with their engagement conditions and the remuneration.

15.4. The Bidder shall ensure that the persons working for the Bidder shall be remain extremely polite and behave decently with TPDS stakeholder /officers and also ensure that they should not enter into any argument with TPDS stakeholders. If any person has shown misconduct, the Bidder has to ensure that such person leaves the site within seven days and will have no further connection with the work in the contract.

15.5. In case the Directorate Food, Bhopal becomes liable to pay any wages or dues to the personnel or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labor Regulation Abolition Act, E.P.F. Commissioner or any other law due to act of omission of the Contractor, the Directorate Food, Bhopal may make such payments and shall recover the same from the Bank/Bidder's Bills.

16. FULFILLMENT OF STATUTORY REGULATIONS AND APPLICABLE ACTS

16.1. The bidder will bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workman Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970 etc. and any other relevant regulations, as the case may be.

16.2. The bidder will bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workman

Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970 etc. and any other relevant regulations, as the case may be.

- 16.3. The bidder will indemnify Directorate Food against any liability or damages by way of compensation arising from any accident to person or property of persons employed by the bidder.
- 16.4. The bidder will indemnify Directorate Food against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to bidder or Directorate Food.
- 16.5. The bidder will fully be responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation. Leave Encashment, etc. employed by the bidder as per statutory provisions.
- 16.6. Necessary payment and liabilities of their employees will be bidder's responsibility, irrespective of payment received from Directorate Food or otherwise.

17. INSURANCE

- 17.1. The Bidder shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of work men compensation insurance, Compensation Automobile Insurance, Compensation General liability Insurance etc. All insurances required under the laws of India shall obtained and keep in effect till expiry of the term of agreement.
- 17.2. During the continuance of this contract, the Bidder shall pay all premium and sums of money necessary for keeping this Insurance Policy on foot and deliver to the Employer the receipt of such payment within 7 days after the same shall have become due.
- 17.3. In the event of the Bidder refusing or neglecting to effect Insurance as aforesaid of keeping the same on foot by making payment as aforesaid or to deliver receipt to the Directorate Food, it shall be lawful for the Directorate Food to effect the insurance as aforesaid and to pay premium thereon and deduct the cost of such insurance or amount of premium so paid from time to time from any sums payable to the Bidder under this contract.
- 17.4. Provided further that if the Bidder or the Directorate Food has not effected such insurance, the liability for any loss shall be that of the Bidder and it shall be lawful for the Directorate Food to deduct by way of penalty the whole cost, if insurance including the amount of premium that would have been paid from time to time from any sums payable to the Bidder under this contract.

18. NOTICES

- 18.1. Any notices, payment or other communication to be given to the Bidder under the terms and conditions of the Contract shall be served by sending through registered post or delivered by hand at Bidders principal place of business for which the bidder shall provide the official communication details with email, phone number, fax number, postal address etc. along with details of their registered office

18.2. Any notices, communications given to the Company under the terms and conditions of the contract shall be served by sending the same by Registered post or delivered by hand at Company's address.

18.3. All notices, communications to be given by one party to the other party under this contract shall be in writing and in English/Hindi Language.

19. GOVERNING LAW AND JURISDICTION

19.1. The Agreement shall be construed and interpreted in accordance with and Government by the Law of India and the Courts at Bhopal, Madhya Pradesh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

19.2. The Contract shall be considered and having come into force from the date of signing of agreement by both parties.

19.3. The bidder shall be bound by the provisions of all the legislation whether Central or State as in force and operative in M.P.

19.4. Any Dispute not differences arising under, out of, or in connection with this tender/contract order shall be subject to exclusive jurisdiction of competing court at Bhopal only.

20. TERMINATION OF CONTRACT

20.1. In case agency fails to deliver the work within the specified time during the contract period or in case the services are found not in accordance with the prescribed norms, the Directorate Food will exercise its discretionary power to avail from elsewhere, after giving due notice to agency, at agency's risk, such services and to cancel the contract reserving Directorate Food right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the Department under the General Law of India relating to contract.

20.2. In the event of risk purchase of services of similar description, the option of the Directorate Food will be final. In the event of such action taken, agency will be liable for any loss which the Directorate Food may sustain on that account, and agency will not be entitled to any saving on such purchases made against default.

20.3. The Directorate Food reserves its right not to deal with agency, if agency's contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.

21. FORCE MAJEURE:

Force majeure condition is herein defined as:-

- 21.1. Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- 21.2. Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or Power restrictions.
- 21.3. Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment etc.
- 21.4. Strikes, slow down, lockouts continuing for more than three (3) weeks.
- 21.5. Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- 21.6. Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
- 21.7. All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.
- 21.8. The cause of force majeure condition will be taken into consideration only if the bidder within 15 days from the occurrence of such delay notifies. The Directorate Food shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the bidder shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Directorate Food shall be binding on the bidder. In such cases where the force majeure conditions considered the penalty will not be imposed for the duration of the period considered.

22. SETTLEMENT OF DISPUTES – ARBITRATION

- 22.1. Any dispute or differences or controversy of whatever other nature howsoever arising under out of, or in relation with this contract in first instant it shall be settled, amicably between parties.
- 22.2. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause stipulated below -
 - 22.2.1. In the event of any Dispute between the Parties, such Dispute shall be first referred to the Joint Director and the Senior Officer authorized by the Bidder, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
 - 22.2.2. If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as

may be mutually agreed by the Parties then the provisions of Clause **22.2.3** shall apply.

22.2.3. In the event of the dispute still existing unresolved between the parties, such Dispute shall be referred to the Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal and the authorized persons of the Bidder, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.

22.2.4. If the Dispute is still not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of Clause **22.2.5** shall apply.

22.2.5. In the event of any dispute or difference arising between the Bidder and Directorate Food as regards the interpretations of this agreement or any matter arising out of or in connection with this agreement or non performance of any obligation hereunder, which could not be resolved by clause **22.2.3** shall be exclusively submitted to arbitration at the request of either party upon written notice to that effect to the other party. The proceedings shall be conducted subject to provisions of the "Arbitration and Conciliation Act 1996" and shall be referred to one arbitrator appointed by Directorate Food, in accordance with Arbitration Act before entering upon the reference.

22.2.6. The arbitration award shall be speaking and in writing. The language shall be English.

22.2.7. The arbitrators shall also decide on the cause arbitration proceedings. The parties agree that the award of arbitration shall be final and binding upon the parties.

22.2.8. The arbitral proceedings should be completed and award be finalized within one year from the date of appointment of Arbitrators.

22.2.9. Both the parties shall continue to perform the respective obligations during the conduct of dispute settlement procedure.

22.2.10. The venue of the arbitration shall be the office of Directorate Food situated at Bhopal.

22.2.11. The arbitration shall be conducted as per provision of Arbitration Conciliation Act 1996 or The Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 As per the notification thereof.

22. Pre-bid meeting:

23.1. Pre-bid conference shall be held at 3 PM on 14/09/2017 in the Conference hall of Directorate Food office. During the pre-bid conference requirement of Directorate Food shall be explained to the Bidders and clarification required by

Bidders in respect of the work shall be given by Directorate Food. Bidders may also make their presentation if desired by Directorate Food. After pre-bid conference, offers shall be opened on 22.09. 2017. Offers could be submitted up to 2 Pm of 22.09.2017. Please note, offers received late, due to any reasons what so ever shall not be considered, only offers received within due date and time i.e. up to 2 Pm of 22.09.2017 shall be opened.

The bidder shall submit any query regarding the tender document atleast 3 days before the date of pre-bid through written statements in hard copy and soft on Email- dirfood@nic.in formats for sending pre-bid queries are as mentioned below. No further queries shall be allowed after pre-bid conference.

23.2.

Bidder's Name				
<i>Serial No.</i>	<i>Page no</i>	<i>Clause no</i>	<i>As-is conditions of clause</i>	<i>Query</i>

The Directorate Food shall respond to the queries within 5 working days after the pre bid meeting. If any corrigendum or addendum is required to be issued, the same shall be uploaded in the website of the Directorate Food and mpe-procurement and these shall form the part of the bidding document.

23.3. In case of any of the above dates are declared as holiday/local holidays then the particular dates shall automatically get shifted to the next working day. No relaxation on tender fee shall be allowed and tender fee shall not be refunded.

24. SPECIAL CONDITIONS

24.1. The bidder shall ensure timely remittance and disbursement of cash transfer under DBT and Aadhaar Enabled payment at Fair Price Shops and collect cash against sale or purchase of TPDS commodities. The performance after every 6 months will be reviewed & if performance is not found satisfactory the contract will be terminated by issuing one-month notice with penalties as mentioned in penalty clause in addition to forfeited of Security Deposit paid.

24.2. The Bidder/Banks will have to maintain the confidentiality of payment transaction information provided by Directorate Food, Bhopal. Leakage of the same shall be treated as breach of contract.

25. SPECIFICATION

The specifications mentioned are the minimum requirement. Higher specifications can be accepted but no weightage (financial or otherwise) shall be given for higher specifications offered, but those who do not fulfill the minimum requirement their offer will be rejected.

26. TIME LIMITS

A. Operational Complaints –

- i. The bidder will maintain the 99% uptime on monthly basis.
- ii. For up-time calculation 24 x 7 shall be counted as working hrs.
- iii. The outage on account of other services if included in the contract shall be considered in down time.

B. Remittance of collected amount –

Bank/Bidder shall be required to transfer the funds collected in the designated bank account of Directorate Food or its subsidiaries, Bhopal directly as per the process and timelines specified by RBI for payment collection through Aggregators.

C. Posting of payment records –

Bank/Bidder shall be required to post the transaction record immediately after successful completion in Online mode. OR the records can also be posted to server of Directorate Food at fixed interval of 10 minutes or as decided by the Directorate Food, so as to achieve posting of all pending transaction records done through Online or Offline mode. But if the record is not posted within the same date the same will attract relevant penalty clause.

27. UPTIME CALCULATION:

The uptime will be calculated as:

27.1. $[(\text{Actual Uptime}) / (\text{Total Hours in a month} - \text{Planned Downtime})] \times 100$

27.2. “Actual Uptime” will be the aggregate number of hours for which all the components of the hardware or software are actually available for use in a month

27.3. “Planned Downtime” means the aggregate number of hours in any month during which any component of the hardware, software is down due to preventive maintenance or scheduled outages

27.4. The delay in rectification of calls would cause the penalty. The frequent delay in call attending & final rectification will be treated as poor quality of service and may lead to disqualification of bidder from participation in future, and, even termination of agreement.

Commissioner
Directorate Food, Civil Supply and
Consumer Protection, Bhopal

ANNEXURE – III SCOPE OF WORK AND TECHNICAL SPECIFICATION

DETAILED SCOPE OF WORK

- 3.1 DIRECTORATE FOOD Bhopal intends to **provide a facility integrated banking facilities to its stakeholder i.e. TPDS beneficiaries, FPS Dealers etc.** to enhance transparency and efficiency of the its programme and functions. The Bank/Bidder will have to provide electronic platform for distribution of cash benefits and Aadhaar enabled payment system along with the online payment and receipt services with acceptance of credit cards (Visa, Master, Amex & Diners), internet banking, cash cards, debit cards, Mobile payments etc and shall provide various daily or periodical MIS as per the requirement of DIRECTORATE FOOD, and a dedicated MIS Portal.
- 3.2 The envisaged system/process involves, the following stakeholders:
 - (a) TPDS beneficiaries
 - (b) DIRECTORATE FOOD Bhopal's web portal
 - (c) e-Payment Service Provider
 - (d) Beneficiaries and FPS dealers' bank
 - (e) Designated DIRECTORATE FOOD Bhopal's bank accounts
- 3.3 Under end to end computerization of the TPDS system, the data of all 5.36 Cr. TPDS beneficiaries and other stakeholder are digitized using SAMAGRA platform. Aadhaar number of bank account seeding is in progress. All 22500+ FPS are equipped with Point of Sale machines and TPDS commodities are distributed using PoS. under the proposed electronic payment system on request of the beneficiaries or other stakeholder system will facilitates e-payment and receipt by providing redirection to end users. On consumer request of service, the user/consumer shall be redirected to the specified web page/URL by the bank/bidder and process the user's request regarding service opted by the user from among various services offered by the DIRECTORATE FOOD. After the process the end user shall be redirected back to the DIRECTORATE FOOD Bhopal's website.
- 3.4 Redirection of end users from the DIRECTORATE FOOD Bhopal's website to the Bank/Bidder web page over a secure encrypted channel is the main responsibility of the e-Payment Service Provider, and that is done over two steps:
 - (a) Creation of the redirection string
 - (b) Redirecting end users to the Bank/Bidder and then back to the DIRECTORATE FOOD Bhopal's website
- 3.6 Integration between the DIRECTORATE FOOD Bhopal's website and Payment Service Provider will be done in consultation with the Technical Team at the DIRECTORATE FOOD.
- 3.7 All processes such as payment transactions, reconciliation, payment status update and notification, etc. will be over XML files and through web services.

Scope of work

3.8 The payment Service should have the following features:

Integration with DIRECTORATE FOOD Bhopal website

- 3.9 ***Technical details and information regarding the website integration may be indicated by the bidder in its bid document itself.*** This shall be finalized with the successful bidder and the technical team, DIRECTORATE FOOD Bhopal after issuance of LoA to the successful bidder. This shall be broadly as per the integration document released by DIRECTORATE FOOD, Bhopal.
- 3.10 Bank/Bidder shall provide DIRECTORATE FOOD Bhopal with technical support with respect to the integration with the payment/receipt Service (hardware and software) and other issues related to the e-payment services provided at no charge.
- 3.11 Bank/Bidder's technical support unit shall assign the highest priority to inquiries related to the service unavailability and beneficiaries grievances regarding doubtful transactions.
- 3.12 The Bank/Bidder shall submit a detailed solution being proposed to be offered for the services stipulated in this tender document. The Bank/Bidder shall also describe how it will respond to system malfunctions, and diagnose and solve problems within a time period agreed upon with the DIRECTORATE FOOD Bhopal.
- 3.13 DIRECTORATE FOOD Bhopal may add more services and programme as and when required based on its own discretion. The Bank/Bidder shall have no legal right or any objection in case DIRECTORATE FOOD Bhopal wishes to add more programme/services.
- 3.14 Under any circumstances Bank/Bidder shall NOT subcontract any part of the work to third parties without written permission given by Commissioner, DIRECTORATE FOOD Bhopal.

Functionalities of the Service

- a) The DIRECTORATE FOOD has centralized data base of its beneficiaries and other stakeholder and the same shall be made available on to the Bank/Bidder. The Bank/Bidder shall be required to integrate the services from this portal.
- b) The service of the electronic platform for the payment and receipt is proposed to be launched for TPDS beneficiaries, FPS dealers and other stakeholders in phase manner.
- c) Broadly, the service would involve the in case of TPDS beneficiaries to select Aadhaar enabled payment option or other payment option at the time of the purchase at FPS. After he/she select payment option, portal shall fetch payable amount and shall be displayed on the beneficiaries page, alongwith the modes of payment available to the beneficiaries. On selection of the appropriate payment gateway the beneficiaries would be informed about the total payments required to be made using the selected service with breakup indicating purchase bill, convenience charges, if any, banks/service provider charges, if any, etc. On acceptance of the total dues payable the beneficiaries shall be migrated to the banks/bidders portal and appropriate handle shall be passed on for collection and updation of records at Directorate Food's server. The payment gateway shall be required to intimate the customer, through SMS, regarding successful transaction.

- d) After successful online payment/receipt transaction the beneficiaries is required to be presented with a receipt clearly indicating DIRECTORATE FOOD net bill amount paid, service charges, if any paid total amount paid, bill month, IVRS ID/Invoice no./ SAMAGRA Family ID, transaction date, transaction ID, bank reference ID. [for future use in case it is required]
- e) The Bank/Bidder will be required to transfer the funds in accordance with the RBI Guidelines directly to the bank account of respective stakeholders.
- f) The Bank/Bidder is required to sent an SMS of acceptance or rejection of transaction indicating the amount.

This facility is over and above the SMS sent by bank to its customer regarding successful transaction.

- g) The process flow should enable the beneficiaries/customer to quit the transaction at any point of time without making payment and to re-attempt the same afresh.
- h) The Bank/Bidder shall allow the Beneficaires/consumer to review charges before final submission Show Bank/Bidder transaction charges, if any, separately from DIRECTORATE FOOD Bhopal charges;
- i) The Bank/Bidder shall allow the consumer to attempt two different modes of payment in case the first transaction is rejected.
- j) The Bank/Bidder should facilitate multiple users making transactions from various locations at a single point of time.
- k) The Bank/Bidder shall providing no noticeable difference in appearance or sound, in the Bank/Bidder's e-payment page, vis-à-vis the DIRECTORATE FOOD Bhopal's application from which the transaction was called.
- m) The Bank/Bidder shall provide the ability to block certain users, card numbers, account numbers, etc.
- n) If for any reason, the Directorate Food changes its software solution to any other platform then or in case the Directorate Food reengineers its centralized platform or migrates the same to a different platform then, the Bank/Bidder shall necessarily incorporate suitable changes, if any required, in its solution to continue with the defined services. For these changes the Bank/Bidder will not be given any kind of extra payment.
- o) In Online payment system possibility of failure transactions cannot be ignored following scenarios may be there –
 - Transaction cancelled by user.
 - Transaction goes timeout due to latency in network.
 - The payment request is serviced by the Bank but response could not be received by the bill payment site.

- The payment request is sent to the Bank but transaction failed due to insufficient fund etc.

In all these failure cases or similar other cases the consumer should be given response with clear understandable on-screen message **followed by SMS or email depending upon the availability of mobile number or email id of that user.**

A POP UP THROUGH TRANSITION SCREEN SHOULD APPEAR BEFORE THE CONSUMER WHEREIN THE BILL 'BEING PAID' AMOUNT AND TRANSACTION CHARGES (ACTUAL IN RUPEES, NOT PERCENTAGE) AND THE TOTAL AMOUNT BEING DEDUCTED FROM HIS ACCOUNT ARE DISPLAYED AND ONLY WHEN HE PRESSES AN 'ACCEPT' BUTTON SHOULD THE PROCESS BE ALLOWED TO CONTINUE.

- p) In any case, beneficiaries/consumer will not be allowed to pay less than the net bill amount.
- q) FPS dealers wants to pay the amount bill immediately after receiving the online transport order/invoice but the data of latest allocation/bill could not be updated in DIRECTORATE FOOD website in that case FPS Dealer/consumer shall have the option to pay in advance in every month.
- r) The summary/detailed MIS [for journal transaction only] should be made available on dynamic web portal so that DIRECTORATE FOOD may know the online collection at any point of time during a day.

The MIS of confirmed/authenticated transactions based on which remittance will be made may be shown separately. Separate MIS will be required for District– Wise / Issue Center Wise remittance clearly mentioning remittance transaction details. All MIS will be available online on web.

- s) After day long online payment transactions the Bank/Bidder shall ensure to push payment transaction data directly into Oracle Tables in the centralized system/RMS/CC&B etc as the case may be. The mode of data receiving may be ascertained in consultation with CBG Developers later to the successful bidder.
- t) The method of settlement shall be as per the standard of the DIRECTORATE FOOD's already in vogue and shall be communicated during requirement analysis phase by technical team of DIRECTORATE FOOD.
- u) All decision with reference to IT integration and process flow as decided by Commissioner Directorate Food, Civil Supply and Consumer Protection, Bhopal shall be final and binding.

Authorization

- 3.15 Any bill 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 afford a secure link between/among DIRECTORATE FOOD Bhopal, Beneficiary/consumer and credit card processor to avoid fraudulent transactions. The secure line should also ensure fast and efficient transaction processing.

All guidelines issued from time to time from RBI upon internet banking and related security issues including transaction on Mobile, VISA, Debit Cards etc. shall be mandatorily binding on the Bank/Bidder and they are supposed to keep themselves updated about them.

Financial obligations

Settlement time

3.16 All remittances by PSP shall be through RTGS/NEFT .

There should be no intermediary Bank/account/agency in cash transaction except as governed by RBI guidelines.

3.17 The time for remittance may be changed at the discretion of the DIRECTORATE FOOD Bhopal at any time and it will be binding to the Bank/Bidder to follow that schedule. DIRECTORATE FOOD Bhopal may also require MORE than one remittance on any given day.

3.18 Bank/Bidder Financial systems shall have the ability to itemize separately charges levied by any of the stakeholder (all inclusive).

Exceptions and charge backs

3.19 Bank/Bidder shall provide reasonable processes, systems, and data necessary for either the Bank/Bidder and/or the DIRECTORATE FOOD Bhopal to adjust credits and debits to both the agencies and/or the beneficiaries/consumers. Bank/Bidder must specify the process to handle this task. The DIRECTORATE FOOD on its part shall open a separate bank account for such debits.

Billing statements

3.20 After the successful payment of the commodities or transfer of DBT amount, Bank/Bidder will generate a unique transaction ID that is passed on to Net Banking/credit/debit card issuing agencies. The same transaction ID is reflected in the credit/debit card statement of the beneficiary/consumer and on the receipt given to beneficiary/consumer.

3.21 Beneficiary/Consumers can contact either the Bank/Bidder or the DIRECTORATE FOOD or the Net Banking/credit/debit card issuing agencies and can obtain detailed information about his/her transaction on the basis of that transaction ID which shall be uniquely identifiable at Bank/Bidder. Technical Team to test and confirm acceptance.

Payment of Bank/Bidder fees

i. In case the DIRECTORATE FOOD decides that beneficiary/Consumer pays the transaction charges then the same shall be collected at the time of the transaction itself. DIRECTORATE FOOD Bhopal shall not be liable under any circumstances for reimbursement of charges in such cases. The broad work procedure shall be as under:-

A POP UP TRANSITION SCREEN SHOULD APPEAR BEFORE THE BENEFICRY/CONSUMER WHEREIN THE BILL 'BEING PAID' AMOUNT AND TRANSACTION CHARGES (ACTUAL IN RUPEES,

NOT PERCENTAGE) AND THE TOTAL AMOUNT BEING DEDUCTED FROM HIS ACCOUNT ARE DISPLAYED AND ONLY WHEN 'ACCEPTED' SHOULD THE PROCESS BE ALLOW TO CONTINUE.

- ii. In case the DIRECTORATE FOOD decides to pay the Bank/Bidder's Charges it shall be paid against invoice raised by Bank/Bidder. The Bank/Bidder is not authorized to deduct its charges while remitting the funds.
- iii. The Bank/Bidder or payment gateway service provider will be invariably get transaction charges through either by beneficiary/consumer or by Directorate Food as decided by the Directorate Food. In no situation payment gateway service provider can collect transaction charges from both i.e. beneficiary/consumer as well as Directorate Food for a particular type of payment mode such as net banking, EBPP, ECS, Debit/Credit/Cash Card etc.

MIS and Other Reports

3.22 The Bank/Bidder must record transactions and have provision to view them using the payment service reporting facilities in the format as suggested by the DIRECTORATE FOOD, Bhopal. The MIS provided to DIRECTORATE FOOD Bhopal should include beneficiary /customer ID (SAMAGAR no. in this case), amount paid, transaction ID, date, time and payment mode (e.g. credit, debit, direct debit, cash card etc.). The Bank/Bidder may be asked to provide the MIS date-wise, instrument-wise, account unit-wise, District and FPS wise etc for successful transactions. The MIS reports to be submitted by the Bank/Bidder shall be finalized with the DIRECTORATE FOOD Bhopal. Sample sets of MIS reports are enclosed in **Annexure-1**. DIRECTORATE FOOD Bhopal may change, modify or add new MIS formats during period of the contract as and when required. The Bank/Bidder will provide G2G login credentials for different category of users to view and print the MIS relating to their jurisdiction.

Transaction file

- 3.23 The transaction file shall contain all of a day's transactions up to remittance of that day. All transaction after remittance time shall appear in the next day's transaction file. Bank/Bidder shall make the transaction file available to DIRECTORATE FOOD Bhopal not later than 8:00 a.m. on the following day. The file shall reside on computer equipment ("Transaction File Server") that is protected from unauthorized access by means of a firewall.
- 3.24 All accounts shall be closed during the period 00.00 Hrs. to 00.30 Hrs. i.e. there shall be no transaction during this period, and after reconciliation of payments of the payment channels reopened at 00.30 Hrs. The Bank/Bidder shall settle all accounts, on daily basis, during this period and shall forward funds based on the MIS of transactions during the period 00.30 Hrs. to 24.00 Hrs. Appropriate message shall be displaced at portal during this period.
- 3.25 Access to the files to DIRECTORATE FOOD Bhopal shall be a password protected, 128-bit encrypted, non-degradable, secure sockets layer (SSL), connection.
- 3.26 Upon request of DIRECTORATE FOOD Bhopal and at the expense of Bank/Bidder, Bank/Bidder shall agree to have annual security audits conducted by a third party or

through AG Audit GoMP, Bhopal who shall be chosen by DIRECTORATE FOOD Bhopal. The file provided to DIRECTORATE FOOD Bhopal should be in 'Read Only' mode and a copy in MS Excel format.

Records/Data retention

- 3.27 Bank/Bidder shall retain authorization logs and transaction records for the entire period of contract.
- 3.28 All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.
- 3.29 Throughout the term of this contract, DIRECTORATE FOOD Bhopal shall have the right at any time to inspect Bank/Bidder's transaction records for DIRECTORATE FOOD Bhopal charges and associated Bank/Bidder fees charged from the beneficiary/consumer. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of Bank/Bidder.

Access to transaction data

- 3.30 Bank/Bidder shall provide DIRECTORATE FOOD Bhopal with the capability to securely access, via password-protected site, to transaction information.

Service availability

- 3.31 Receipt/Payment service is to be available at least 99% of the defined service delivery time for 24X7 period. In case of failure, all damages will be charged from the Bank/Bidder.
- 3.32 Real-time payment processing system shall be provided by the Bank/Bidder.

Security of transaction

- 3.33 Bank/Bidder shall certify that online financial transactions shall be based on secure data transmission and a standard public-and-private key encryption system that encrypts the user's submission of private financial data before it leaves their web browser. The data must remain encrypted throughout transmission until it's safely received at the intended server where it is decrypted and processed.
- 3.34 Bank/Bidder shall ensure that appropriate security measures are put in place to protect DIRECTORATE FOOD Bhopal's internal systems from intrusions and other attacks while conducting e-Payment transactions, whether internal or external, e.g., message interception, tampering, redirection, or repudiation or while pulling data from or pushing data into DIRECTORATE FOOD server.
- 3.35 Bank/Bidder shall ensure compliance with international information security standards and best practices.
- 3.36 Any information and/or data obtained by the Bank/Bidder by DIRECTORATE FOOD Bhopal or DIRECTORATE FOOD Bhopal's beneficiary/consumers shall be stored in a place physically secure from access by unauthorized persons. Bank/Bidder shall take every reasonable

precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by Bank/Bidder in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.

3.37 Bank/Bidder shall describe approach and methodology in:

- (a) Staffing pattern
- (b) Digital identity management and access control,
- (c) By assuring and explaining the method needed to prohibit beneficiaries/consumers from accessing data in possession of Bank/Bidder,
- (d) By assuring and explaining how access control is strictly enforced and audited and all remote administration of the hardware, operating system, or application software is possible only through the use of strong, dual-factor authentication techniques such as token based or challenge-response methods,
- (e) Information assurance including:
 - (i) Assessment of vulnerabilities, threats, and impacts - Security risk mitigation strategies ,
 - (ii) Privacy management,
 - (iii) Resilience, fail-over and redundancy,
 - (iv) Security incident detection and handling,
 - (v) Compliance management, monitoring, and auditing
- (f) Application security including:
 - (i) Authentication; providing flexible and robust user authentication which may include web authentication, privilege management and extranet management services,
 - (ii) Authorization,
 - (iii) Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution,
 - (iv) Data confidentiality: In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack ,
In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised,
- (g) Non-repudiation,
- (h) Application audit trail such as implementing date-time stamp and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches,
- (i) Securing the relevant infrastructure and integrating with existing DIRECTORATE FOOD Bhopal.
- (j) PSP's system should be based on secure socket layer on 128 bit system.**

3.38 Infrastructure security including network perimeter defenses, server security, and data infrastructure security.

3.39 Refresh or back key on the keyboard should be disabled.

- 3.40 Implementing penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.
- 3.41 Payment services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CVV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment service are legitimate.
- 3.42 The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.
- 3.43 The payment service must offer SSL (Secure Sockets Layer) for transaction security.
- 3.44 It shall be the responsibility of the Joint Director Food and Technical Team to ensure all the above points on application and network level security and only on compliance above shall go-live be declared.

Support & marketing

- 3.45 The Bank/Bidder must offer toll free technical support and query resolution through email. There should be single point of contact for any query resolution from Bank/Bidder's side.**

Marketing of the service

- 3.46 DIRECTORATE FOOD Bhopal shall actively promote the Bank/Bidder's services provided hereunder to its beneficiaries/stakeholders. All marketing materials produced by Bank/Bidder exclusively for DIRECTORATE FOOD Bhopal must be approved by the DIRECTORATE FOOD Bhopal.
- 3.47 Release of broadcast e-mails by Bank/Bidder pertaining to this contract shall not be made without prior written authorization of DIRECTORATE FOOD Bhopal.
- 3.48 Bank/Bidder shall not distribute any news release pertaining to this Contract without the prior consent of DIRECTORATE FOOD Bhopal.

Data backup

- 3.49 Bank/Bidder shall make regular backups of all transactions related data.
- 3.50 Bank/Bidder shall make backups available to authorized personnel at the operation centre and/or DIRECTORATE FOOD Bhopal upon request.

Maintenance

Scheduled maintenance

- 3.51 Bank/Bidder shall specify the basis for scheduled maintenance causing / or not causing disruption to provided electronic payment service.
- 3.52 Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that DIRECTORATE FOOD Bhopal is notified.

- 3.53 Maintenance shall be performed during off-peak hours and Bank/Bidder shall always provide advance notice of scheduled maintenance to DIRECTORATE FOOD Bhopal.

Emergency maintenance

- 3.54 Bank/Bidder shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Bank/Bidder shall notify immediately the DIRECTORATE FOOD Bhopal regarding the emergency maintenance.
- 3.55 Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations.

Disaster recovery and business continuity plan

- 3.56 Bank/Bidder shall describe, establish and maintain an alternative payment processing arrangement adequate to resume within 24 hours the provision of the e-payment /transaction service, in the event the service is unavailable due to human error, equipment failure, man-made or natural disaster.
- 3.57 Bank/Bidder must describe in detail its recommended approach for alternative service provision arrangements and its disaster recovery testing cycle.

Auditing

- 3.58 All Bank/Bidder records related to e-payments/transaction with respect to DIRECTORATE FOOD Bhopal or consumer shall be available for inspection, auditing and copying by DIRECTORATE FOOD Bhopal or other authorized representatives.
- 3.59 Bank/Bidder shall be acting to correct or remedy any audit results within a time period agreed upon with the DIRECTORATE FOOD Bhopal.

Information accessibility

- 3.60 Bank/Bidder shall provide access to payment information to specified users and administrators authorized by the DIRECTORATE FOOD Bhopal using the service on a timely basis in an accurate, understandable and logical format.
- 3.61 Access can be given to a transaction "Log". The details of information in transaction log are to be agreed upon with the DIRECTORATE FOOD Bhopal.
- 3.62 Bank/Bidder shall not provide access of payment information to "any third party" unless mutually agreed to with the DIRECTORATE FOOD Bhopal or requested by legal authority.

Language

- 3.63 e-payment/transaction services shall be provided in English with Hindi text wherever necessary as per requirement of DIRECTORATE FOOD Bhopal .

Customer support

- 3.64 Bank/Bidder should provide telephone and email support to the consumer who make payment using the e-payment gateway.
- 3.65 The telephone numbers and support email ID must appear prominently on the payment page.

**Commissioner
Directorate Food, Civil Supply and
Consumer Protection, Bhopal**

SCHEDULE – I (PRICE BID)

(To be quoted online only)

Form F-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with tender published [Tender Reference Number & Insert Date] and our Technical Proposal. The detailed breakup of our Financial Proposal is as under:

S. No.	Transaction charges towards the following modes of payment	Method for quotation rate per transaction	Charges per Transaction (Rs./Transaction) (Firm; inclusive of all charges, taxes, duties etc)	In words (Firm; inclusive of all charges, taxes, duties etc)
1	Online Payment Gateway, Internet banking, Mobile Banking	Flat rate in Rs. Per transaction		
2	Debit/Cash Cards	% age of the value of transaction		
3	Credit Cards	% age of the value of transaction		
4	Any other services/ software charges for direct benefits transfer	Flat rate in Rs. Per transaction		

Note -

1. *It is mandatory on the part of bidder to quote for all services indicated in sr. no. 1,2&3 above and offer the same.*
2. *The rates quoted above are firm for the entire duration of contract, including extension period if any.*
3. *The transaction charges quoted above are towards service of Aadhaar Enabled payment and collection from TPDS beneficiaries and Fair Price Shop Dealer of Madhya Pradesh. These transaction charges shall be inclusive of the local taxes, service taxes, income tax, insurance, bank charges, payment channel charges etc.*

No commissions or gratuities have been paid or are to be paid by us to agents relating to this Proposal and Contract execution. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

PLACE:

SCHEDULE-II SCHEDULE OF QUESTIONNAIRE

PART “A”: GENERAL INFORMATION

[TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID)]

Strike off, whichever is not applicable

S. No.	Particulars	Details
(A)	General Information -	
1.	Name of the Bank	
2.	Registered Address	
3.	Postal Code	
4.	Phone Number	
5.	Email Address & Fax	
6.	Contact Person Name & Designation	
7.	Year Of Establishment	
8.	Registration Number	
9.	CIN Number	
10.	PAN Number	
11.	TAN Number	

12.	GST Number	
(B)	Financial Information-	
13.	Annual Turnover (2012-13) Rs. In Lac	
	Annual Turnover (2013-14) Rs. In Lac	
	Annual Turnover (2014-15) Rs. In Lac	
14.	Profit / Loss (2013-14)	
	Profit / Loss (2013-14)	
	Profit / Loss (2014-15)	

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE:

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE – II PART “B”: COMMERCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

- (i) Strike off, whichever is not applicable.
- (ii) Separate sheets should be used, wherever necessary.

1.	Earnest Money Detail	Bank draft/ Bankers cheque in favour of Commissioner Directorate Food, Bhopal.
1a	Amount of EMD	Rs.
1b	Particulars/Details	
2.	Whether the offer is valid for 180 days from the date of opening of commercial / technical bid.	Yes / No (If no, state validity period)
3.	Payment Term – Whether terms of payment is acceptable to the Bidder (Clause -4 of Annexure-II B) ???	Yes/ No
4.	PENALTY CLAUSE Whether agreeable to 's penalty clause (Clause-6 of Annexure-IIB)???	Yes / No
5.	PERFORMANCE GUARANTEE Whether agreeable to Food Directorate's performance guarantee (Clause-8of Annexure-IIB).	Yes / No
6a.	SECURITY DEPOSIT Whether agreeable to Food Directorate's Security deposit clause (Clause-7 of Annexure-II B). ???	Yes / No
6b.	If not, indicate deviation, specifically	
7a.	Indicate rate of GST	
7b.	Any other tax/duty if applicable	
8.	State whether the quoted prices are FIRM / VARIABLE	FIRM/VARIABLE
9.	Period of Contract Confirm acceptance of clause no.9 of General Terms & Conditions of Rate Contract (Annexure-IIB)	Yes / No

10.	Whether rates offered are applicable for part quantities also.	Yes / No
-----	--	----------

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE:

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE-III

ELIGIBILITY REQUIREMENT

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

Bidder's Name & Address:

To,
The Commissioner,
Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023

Sub: - Eligibility requirement

Dear Sir,

We furnish herewith the record of our performance and experience of quoted items as follows:-

PAST EXPERIENCE					
Sl. No.	Name and Address of order placing authority	Order Number and Date	Details of work for which orders placed	Details of Works Executed	Value of Order (Rs.)
1.					
2.					
PLACE: DATE			SIGNATURE OF BIDDER NAME IN FULL DESIGNATION/ STATUS IN THE		

Note:-Seal and Signed photocopy of the orders & performance reports received from order placing authorities should be enclosed.

Form E-1 Proof of eligibility

1. Details of EMD and tender cost submitted as per the requirements mentioned in the bid documents.
2. Relevant Experiences

1.	Project implemented for	Public/Private sector
2.	Name of the client	Total No of staff-months of the assignment
3.	Name of the project	Please provide copy of Work Orders/Contract and relevant Testimonials
4.	Project Value	
5.	Date of Work Order	
6.	Project start date	
7.	Project closure date (* pls. write project under-progress in case it is under implementation)	
8.	Scope of the Project (with brief Description of integration methodology, if present)	
9.	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader)	
10.	No. of consumers served	
11.	Client Reference (Name, Designation, Postal Address, Phone, Fax, e-mail)	

1. Fill the above table separately in case bidders have multiple public/private sector experiences. Please fill one table each for every work order executed.
2. Food Directorate reserves right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of Food Directorate.

Form T-1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a commercial proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the proposed services related to the assignment not later than the date indicated in the bid document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form T-2 Technical Proposal format

Executive Summary

This includes the bidder's understanding of the scope of work and necessary skills, and company profile. This involves including an overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found.

Approach and Methodology

A detailed description of how the bidder will undertake each major area in the SCOPE OF WORK, required resources and any special skills required, the deliverables (format and structure), use of any methodology and how it will cover the scope and use of any standard tools.

Clause No.	Requirement	Implementation Approach
3.14	PSP shall describe how it will respond to system malfunctions, and diagnose and solve problems within a time period agreed upon with the FOOD DIRECTORATE, Bhopal. This should invariably include how due to system malfunctioning if a consumer pays up and the amount is debited from his account but is not credited to FOOD DIRECTORATE, Bhopal account, would the refund be arranged to consumers account and how this would be communicated to him and FOOD DIRECTORATE.	
3.58	PSP shall describe approach and methodology in: <ul style="list-style-type: none">• Digital identity management and access control.• Method needed to prohibit customers from accessing data in possession of PSP.• Access control is strictly enforced and audited and all remote administration of the hardware, operating system, or application software is possible only through the use of strong, dual- factor authentication techniques such as token based or challenge-response methods.	

	<ul style="list-style-type: none"> • Information assurance including: <ol style="list-style-type: none"> 1. Assessment of vulnerability, threats and impacts. 2. Security risk mitigation strategies 3. Privacy management. 4. Resilience, fail-over and redundancy 5. Security incident detection and handling. 6. Compliance management monitoring and auditing. • Application Security including: <ol style="list-style-type: none"> 1. Authentication; providing flexible and robust user authentication which may include web authentication, privilege management and extra net management services. 2. Authorization, 3. Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution, 4. Data confidentiality: <ol style="list-style-type: none"> (a) In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack. (b) In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised, 5. Non-repudiation, 6. Application audit trail such as implementing date-time stamp and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches. 	

3.77 PSP must describe in detail its recommended approach for alternative service provision arrangements and its disaster recovery testing cycle.

Form T-3: Compliance Sheet

PSPs are requested to comply with the following items, and a letter to that effect should be provided by the PSPs in their technical proposals. Any non compliance shall result in rejection of any proposal for being non responsive.

Clause No.	Requirements
3.14(a)-3.23(x)	Functionalities of the service
3.15	Authorization
3.25-3.31	Financial obligations / requirements
3.37	Penalty
3.27-3.29	Data/Reporting
3.31-3.32	Service availability
3.33-3.44	Security of transaction
3.45-3.48	Support & marketing
3.49-3.50	Data backup
3.51-3.55	Maintenance
3.56-3.57	Disaster recovery and business continuity plan
3.58-3.59	Auditing
3.60-3.62	Information accessibility
3.64	Language
3.64-3.65	Customer support

Form T-4: Statement of Deviation from Terms and Conditions of tender

On Applicant's letterhead

Date: dd/mm/yyyy

**To,
The Commissioner,
Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023**

Reference: Tender Number Dated

Sir,

There are no deviations (null deviations) from the terms and conditions of the RfP document. All the terms and conditions of the RfP document are acceptable to us.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the RfP document. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are unconditionally and unequivocally acceptable to us

- 1.
- 2.
- 3.

Except as above, no cognizance may be taken of any deviations, even if mentioned anywhere in our proposal.

Signature _____

Name:

Designation:

Date:

(Company Seal)

Form T-5: List of Partner Banks in Madhya Pradesh

Sl No.	Name of the partner bank	Location of the partner bank in MP
1.		
2.		
3.		
4.		
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28.		
29.		
30.		

SCHEDULE-IV - SCHEDULE OF COMMERCIAL DEVIATIONS

(TO BE KEPT IN THE ENVELOPE PART-II (COMMERCIAL/TECHICAL BID))

Bidder's Name & Address:

To,
The Commissioner,
Food, Civil Supply and Consumer Protection,
WING 'D', 1st floor, Vindhyachal Bhawan,
Bhopal – 462023

Dear Sir,

Sub: - Commercial Deviations.

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of Tender document	Page No. of Tender document	Statement of deviations and variations

1. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE: SIGNATURE OF BIDDER

NAME IN FULL

DATE DESIGNATION/ STATUS IN THE FIRM

UNDERTAKING

I/We, Authorized signatory of the
bank Name is giving undertaking that details
given are correct to the best of my/our knowledge and I/we agree to abide by all terms
and conditions of tender/order (Ref No).

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL