

EOI (EXPRESSION OF INTEREST)

FOR

**ONLINE PAYMENT GATEWAY SOLUTION FOR
MADHYA PRADESH STATE AGRICULTURE MARKETING
BOARD**

**Madhya Pradesh State Agriculture Marketing Board,
26 Kisan Bhawan, Arera Hills, Bhopal, M.P. - 462011
Phone: +91-755-2553429 Fax: +91-755-2553806**

Website: www.mpmadiboard.gov.in

DISCLAIMER

All information contained in this EOI document provided/ clarified is in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this EOI document, the interested firms shall satisfy it-self that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested respondents are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the EOI document is complete in all respects and firms submitting their bids are satisfied that the EOI document is complete in all respects.

Madhya Pradesh State Agriculture Marketing Board (MPSAMB) reserves the right to reject any or all of the applications submitted in response to this EOI document at any stage without assigning any reasons whatsoever. MPSAMB also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their applications in response to this EOI. Madhya Pradesh State Agriculture Marketing Board reserves the right to change/ modify/ amend any or all of the provisions of this EOI document without assigning any reason. Any such change would be communicated to the applicants by posting it on the website of Madhya Pradesh State Agriculture Marketing Board (www.mpsamb.gov.in).

Neither Madhya Pradesh State Agriculture Marketing Board nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the award of the Assignment, the information and any other information supplied by or on behalf of Madhya Pradesh State Agriculture Marketing Board or their employees or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of EOI process is confidential to Madhya Pradesh State Agriculture Marketing Board and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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Notice Inviting EOI (Expression of Interest)

Madhya Pradesh State Agriculture Marketing Board

No: Board/Fina./2018-19/194

Date: 29/08/2018

Madhya Pradesh State Agriculture Marketing Board invites Expression of Interest (EOI), from qualified and experienced agencies for Online Payment Gateway Solution. Document Fees Rs. 1000/- (Rupees One Thousand only) in the form of Demand Draft in favor of the "Madhya Pradesh State Agriculture Marketing Board, Bhopal" payable at Bhopal as mentioned below.

1.	Issuance of EOI Document	29/08/2018
2.	Last Date and Time for receipt of queries for Pre Bid(email ID : mdmandiboard@gmail.com)	07/09/2018, 03:00 PM IST
3.	Pre-Bid Conference will be held in (Madhya Pradesh State Agriculture Marketing Board, Meeting Room, 3rd Floor, 26 Kisan Bhavan, Arera Hills Bhopal-11)	10/09/2018, 04:00 PM IST
4.	Last Date, Time and Venue for Submission of EOI Response. Venue: Madhya Pradesh State Agriculture Marketing Board, Meeting Room, 26 Kisan Bhavan, Arera Hills Bhopal-11	01/10/2018
5.	Opening of Offers	03/10/2018

The detailed EOI document can be downloaded from <http://mpmandiboard.gov.in> on 29-08-2018.

Managing Director
Madhya Pradesh State Agriculture Marketing Board,
Bhopal, Madhya Pradesh

IMPORTANT DATES

1.	Issuance of EOI Document	29/08/2018
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4.	Last Date and Time for Submission of EOI Response	01/10/2018, 03:00 PM IST
5.	Opening of Offers	03/10/2018

Note: The cost of EOI document is Rs. 1,000/- INR (Rupees One thousand only) payable along with the proposal in the form of DD (Demand Draft) drawn on a nationalized / scheduled bank and in favor of the "Managing Director, Madhya Pradesh State Agriculture Marketing Board, Bhopal" and payable at Bhopal, Madhya Pradesh and should be valid for 45 days beyond the final EOI validity period.

1. MADHYA PRADESH STATE AGRICULTURE MARKETING BOARD

In Madhya Pradesh regulatory framework for agricultural marketing is unique and consists of two distinct set of measures. One of these is development and regulation of primary markets, popularly called "Regulated Markets" and the second set is the regulation of market through a series of legal instruments.

Regulation of primary markets was taken up as an institutional innovation and construction of well laid-out market yard was considered as an essential requirement of effective implementation of the regulation programme. As the programme was a developmental-cum-legal measure, it took considerable time to extend it to a wider scale. Berar Cotton and Grain Market Law, 1897 will be long remembered as the first law which provided the basis for the regulation of markets all over the country. Till 1950 there was no regulated market in the state. The then Government of Madhya Bharat passed the Madhya Bharat Agricultural Produce Market's Act in 1952, this was modelled mostly on the lines of Bombay Act. With the reorganization of the state in 1956, more than one Act was operative simultaneously in different regions of the state. The programme got momentum after passing of the Madhya Pradesh Agricultural Markets Act, 1960 which came in force w.e.f 15th October, 1960.

Further in accordance with the recommendations of the National Agriculture Commission, the M.P. State Agricultural Marketing Board i.e. MPSAMB (also known as Mandi Board) has come into existence w.e.f 1973 under the provisions of M.P. Krishi Upaj Mandi Adhiniyam 1972.

2. BACKGROUND

MPSAMB wants to come up with a solution for making the market functioning across the state efficient and real time & providing up-to date information to all stakeholders. It wants to introduce automation and process improvement in the day-to-day functioning of the Mandis so that there is real time information available to the MPSAMB. With agricultural production set to rise in the coming years and new initiatives taken at both central and state levels, many more challenges may arise in terms of data integrity and maintenance.

In order to meet above challenges, need is for a robust Payment Gateway Solution using Information and Communication Technology (ICT) to support at operational, managerial & at strategic level.

3. SCOPE OF WORK

The objective of this EOI is to identify and engage service provider having experience in payment gateway solution for government department.

The scope of work for such service provider may comprise of any or all of the items but not limited to the list of items as mentioned in the subsections below:

Provide Payment Gateway Services to registered users of MPSAMB.

(a) The Service provider should therefore be able to offer the online payment gateway services on the MPSAMB website for enabling new subscribers and existing subscribers to make online contributions using but not limited to the following:-

- (i) Online Net Banking facility
- (ii) Debit Cards
- (iii) Credit cards

(b) Redirection of end users from MPSAMB's website (or any other site as directed by MPSAMB) to the Payment Gateway Service Provider (PGSP) web page over a secure encrypted channel is the main responsibility of the PGSP, and that is done over two steps:

- a. Creation of the redirection string
- b. Redirecting end users to the PGSP and then back to MPSAMB's website
- c. Payment service must offer SSL (Secure Sockets Layer) for transaction security.

(c) Service provider as an aggregator is required to provide the above services to facilitate online payment services and may also be called upon to introduce new modes of online payments in tune with technological advancements. Service provider should directly have tie ups with Banks and Credit Card Payment Gateway (s) for offering the above facilities. In terms of these arrangements the Service provider's role is to maintain tie-ups, create interface with various Banks and manage the entire backend operations of such services. These include entering into agreements with banks/movement of data and reconciliation of such data against payments.

(d) Generate authenticated receipts as proof of transactions. An automated generated receipt of the payment through e-mail and SMS should also be sent to the payer.

(e) Providing an active message to the user/consumer indicating that a transaction has been either accepted or rejected.

(f) Allowing the consumer to review charges before final submission. Show PGSP's transaction charges, if any, separately.

(g) Allowing the user / consumer to try a different card number/payment mode if a transaction is rejected.

(h) Service provider should be able to integrate with the existing MPSAMB architecture.

(i) The Service provider shall provide interface (portal) to access exhaustive MIS reports towards identification and reconciliation of funds remitted by new and existing subscribers towards different Project(s).

(j) Service provider should be able to provide reports in specified template(s) as requested/required by MPSAMB at any point of point during the contract period.

(k) Service provider should transfer the funds collected to the designated bank account of MPSAMB, not beyond T +1 day.

(l) Any payment made with a credit or debit card or via a payment Service must first be authorized by the card issuing authority. The Service must afford a secure link between MPSAMB, user/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 mandatory binding on the PGSP and they are supposed to keep themselves updated about them.

(m) The service provider shall have to necessarily debit the user/consumer's account and credit to MPSAMB designated accounts on instantaneous basis during such transactions. All settlement of transactions by PGSP will be as per applicable RBI guidelines in this regard.

(n) Financial systems shall have the ability to itemize separately PGSP fees and contributions received.

(o) Administrator access should be provided to the designated MPSAMB personnel for viewing information on all kinds of payments and relevant MIS reports.

(p) The PGSP would be responsible for reconciliation of the all the transactions on daily basis.

(q) The project would start with pilot in 10 mandies. After successful completion of pilot testing , project will be implemented in other mandies (APMCs).

Payment Options:

Service provider shall provide the MPSAMB with an online payment portal for making payments to the farmers. This portal will have integration with the MPSAMB servers for seamless payment mechanism. Functionality provided by the service provider in the portal will have Trader login-in using this portal where in he will select APMC (Agriculture Produce Market Committee) location, license number, quantity purchased, crop traded and will also enter farmer bank account details with ifsc code with amount of money to be remitted to farmer account. In this process mandi cess calculation will also take place. Cess Calculated will be remitted to respective APMC. All the process of financial transaction will be captured and displayed using a dash board provided by service provider. These dashboard will be available at Mandi Board Head Quarter, wherein respective user will be able to see daily transaction and cess collection report of all 257 APMC's.

(a) The portal will facilitate online payments through RTGS / NEFT / Inter Bank Funds Transfers / IMPS.

(b) Bulk upload facility to be made available for multiple transactions in the same file.

(c) Server-to-Server integration to be offered by the service provider at no extra cost.

(d) Files received from the MPSAMB through S2S mechanism to be processed by the service provider immediately without awaiting any external approvals by the board on the portal or otherwise.

(e) Reverse files for the payments made to be made available through H2H mechanism for payments reconciliation.

4. ELIGIBILITY / QUALIFYING CRITERIA

Following are the essential qualifying criteria for the Service Provider to technically qualify for the assignment:

1. The service provider should be a Scheduled Commercial Sector Bank (registered and regulated by the Reserve Bank of India, under the Banking Regulations Act, 1949 (10 of 1949) / any other enactment). Incorporation/Registration certificate along with MoA/Bylaws (or similar legal document) should be furnished as documentary proof.
2. The service provider should have an annual turnover (Payment Gateway Services) of Rs.250 Crores or more in the last successive three Audited Financial years (FY 2014-15, 2015-16, 2016-17) and should have positive net-worth. As documentary proof, Audited Balance Sheet & Profit & Loss A/c is to be submitted along with clearly stating turnover from payment gateway services.
3. Service provider should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services as applicable. Documentary proof should be submitted
4. Service provider should have been providing (Currently running as on date of publishing of the EOI) Payment Gateway for at least three years (FY 2014-15, 2015-16, 2016-17) to at least Five (05) institutions covering Government/Public Sector Undertakings. Documentary proof should be submitted.
5. The service provider should not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation as on the date of EOI submission. An undertaking to this effect should be submitted by the service provider on its letter head.
6. Service provider must be providing Online Payment Gateways services covering acceptance of Credit Cards [Visa, Master Card, Amex & Diners], Debit Cards [Visa/ Master/ Maestro/ Rupay], Internet Banking.
7. Bank should also be able to provide payment through standing instructions on bank account and credit card. Undertaking should be submitted.
8. Bank should have the facility to intimate payment received and other related information through SMS alert. Undertaking should be submitted.
9. The service provider should have the applicable globally accepted certification for information security like VeriSign etc. Valid Document should be submitted.
10. The service provider shall hold certification for PCI DSS (Payment Card Industry Data Security Standard) and other mandated certifications during its engagement and shall have relevant certification for information security management. Valid Document should be submitted.

Section 2. EXPECTED SERVICE LEVEL AGREEMENT

The purpose of this service level agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful Bank to MPSAMB for the duration of this contract. SLA defines the terms of the successful Bank's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various service level Indicators which will be considered by MPSAMB in the SLA with successful Bank.

The successful Bank has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.

Note: Penalties shall not be levied on the successful Bank in the following cases: The non compliance to the SLA has been solely due to reasons beyond the control of the Bank. e.g. the net banking services of a given bank have been impacted all over the country / region, there is a force majeure event affecting the SLA which is beyond the control of the successful Bank.

- i. The payment gateway has to be integrated with MPSAMB's application in not later than 21 working days. This time would start from the date, a formal communication has been sent by MPSAMB to the successful Bank till the time the payment gateway is integrated with the application and is ready for fund transfer.
- ii. The payment gateway solution has to be up for at least 99.9% of the time for 24x7 periods. The measurement would be done every calendar month per application integrated with the payment gateway solution. The successful Bank should share this uptime report clearly stating the uptime in percentage with all the departments whose applications have been integrated with the payment gateway system. This report should be shared within the first 5 working days of every calendar month through email/hard copy.
- iii. The payment gateway service should facilitate multiple users making transactions from various locations at a single point of time.
- iv. Service unavailability resulting from loss of network availability can be excluded from service availability calculations, if the network availability loss is caused by any factors beyond the PGSP's control, such as natural disasters, IP transit provider or end user's portion of the network failure the same shall not be counted as downtime.
- v. PGSP shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract.
- vi. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.
- vii. PGSP 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. The required licenses shall be the at the cost of the PGSP.
- viii. PGSP shall ensure that appropriate security measures are put in place to protect MPSAMB'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 MPSAMB server. PGSP shall ensure compliance with international information security standards and best practices.
- ix. Any information and/or data obtained by the PGSP from MPSAMB or the contributor shall be stored in a place physically secure from access by unauthorized persons. PGSP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by PGSP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.

- x. Throughout the term of this contract, MPSAMB shall have the right at any time to inspect PGSP's transaction records for MPSAMB charges and associated PGSP fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of PGSP. MPSAMB can get audited all or any of such accounts as per their discretion.
- xi. PGSP shall provide MPSAMB with the capability to securely access, via password-protected site, to transaction information.
- xii. 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.
- xiii. The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.
- Xiv. All the contributor payment issues (including refund of failed transactions) should be resolved within a period of 2 working days.

6. SUBMISSION OF PROPOSAL

Sealed cover containing the response, super scribed with "Expression of Interest for Payment Gateway Solution for Madhya Pradesh State Agriculture Marketing Board" should be addressed to:

*The Managing Director,
Madhya Pradesh State Agriculture Marketing Board, 26- Kisan Bhawan, Jail
Road, Arera Hills, Bhopal 462011*

The proposal should be submitted within the specified timeframe as mentioned under section 'Important Dates'. It should be submitted in a sealed envelope with superscription.

The Original of the Proposal shall be placed in separate sealed envelope as follows:

Envelope 1: Original Hard copy of Proposal with EMD

7. PERIOD OF VALIDITY OF PROPOSAL

The Proposals submitted by Agencies shall be valid for a period of "90 days" from the date of submission of the Proposal. On completion of the validity period (90 days), in case required, MPSAMB, GoMP would solicit the Service Provider's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

8. AMENDMENTS TO EOI

At any time prior to the deadline for submission of Proposal, MPSAMB may amend the EOI documents by issuing suitable Corrigendum. Any corrigendum issued in this regard shall be uploaded on MPSAMB website. To give reasonable time to the Agencies, so that they can take corrigendum into account in preparing their Proposals, the Department shall extend (if necessary), the deadline for submission of Proposals.

9. LANGUAGE OF PROPOSAL

The Proposal, and all correspondence and documents related to the Proposal exchanged by the Service Provider and the Department should be in English. Supporting documents and printed literature furnished by the Service Provider may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation. For the purpose of evaluation and interpretation of the proposal, the English language translation shall prevail.

10. CURRENCY OF PROPOSAL AND PAYMENT

The currency (ies) of the Proposal and the payments made (commercial transactions) shall be in Indian Rupees (INR).

11. PROPOSAL

The Proposal should contain the following information:

- Proposal Form as per **Annexure A**
- Qualification of Agencies detailed in **Annexure B** (Service Provider Profile along with documentary evidence of services offered and all relevant enclosures.)
- Any additional information that the Service Provider may think fit but not included elsewhere in the proposal, which will help MPSAMB to assess the capabilities of the Service Provider.

12. CLARIFICATIONS ON PROPOSALS

During the evaluation of Proposals, if required, MPSAMB may seek clarification(s) of the Proposal from the **Service Provider via email / post. If required clarification is not received in the specified time limit, MPSAMB will have rights to reject the Proposal.**

13. CONFIDENTIALITY

The EOI contains information proprietary to MPSAMB. MPSAMB requires the recipients of this EOI to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of MPSAMB.

MPSAMB will not return the Proposals/responses to the EOI received. The information provided by the Service Provider/s will be held in confidence and will be used for the sole purpose of evaluation of Proposals.

14. MPSAMB RESERVES THE RIGHT TO THE FOLLOWING

- Reject any or all proposals received in response to the EOI without giving any reason whatsoever.
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the EOI document, by an amendment that would be published on the MPSAMB's website.
- Independently ascertain information from other organizations to which Service Provider has already extended a service for similar assignments.

15. OTHER INSTRUCTIONS

- **This is not a RFP (Request For Proposal) and commercial Bids should not be submitted with this EOI.**
- The successful Service Provider should treat all data and information about MPSAMB obtained in the execution of the proposed assignment as confidential, hold it in strict confidence and should not reveal such data/information to any other party without the prior written approval of MPSAMB.
- The proposal should be submitted strictly in the format provided in this EOI document and should be signed by the authorized signatory with seal of the Company.
- A signed copy of this EOI shall be submitted along with the technical proposal as a token of acceptance of EOI terms & conditions.
- The proposal should be free of overwriting/ corrections/ alterations.
- The proposals should be signed by the authorized representative/s of the Service Provider.
- MPSAMB would constitute a committee that will evaluate the proposals. The decision taken by the committee in this regard is final and binding on all the agencies participating in this EOI.
- The agencies who wish to submit responses to this EOI should note that they should abide by all the terms and conditions contained in the EOI. If the responses contain any extraneous conditions put in by the agencies, such responses may be disqualified and may not be considered for the empanelment / selection process.

16. DISQUALIFICATION

The proposal submitted by the Service Provider is liable to be disqualified if:

- Not submitted in accordance with this document.
- Proposal received in incomplete form or not accompanied by EMD amount.
- Proposal received after due date and time.
- Proposal not accompanied by all requisite documents.
- Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- Service Provider fails to **enter into a contract** within 15 days of the date of issuing the

notice for empanelment or within such extended period, as may be specified by MPSAMB.

17. MODIFICATION, SUBSTITUTION & WITHDRAWAL OF PROPOSAL

The Service Provider may modify, substitute or withdraw its proposal after its submission, provided that written notice of the modification or withdrawal is received by MPSAMB prior to the deadline prescribed for submission of proposals.

18. EARNEST MONEY DEPOSIT (EMD)

The Service Provider shall furnish, as part of its Proposal, a refundable **EMD of INR 25,000/- (Rupees Twenty Five Thousand only)** through Demand Draft. The demand draft should be drawn on a nationalized / scheduled bank valid for minimum 45 days and in favor of the "Madhya Pradesh State Agriculture Marketing Board, Bhopal" payable at Bhopal.

The proposal will be disqualified if the EMD is not submitted along with the proposal. EMD of unsuccessful Agencies will be released as promptly as possible.

The EMD may be forfeited in following cases:

1. If an Service Provider withdraws his Proposal during the period of Proposal validity or its extended period, if any; or

19. TERMINATION BY DEFAULT

MPSAMB may, without prejudice to any other remedy for breach of contract, by written 30 days notice of default sent to the Successful Service Provider, terminate the Contract in whole or part.

If the Successful Service Provider fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Service Provider fails to perform any other obligation(s) under the Contract.

In the event that MPSAMB terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Service Provider shall be liable to pay MPSAMB for any excess costs for such similar systems or services. However, the Successful Service Provider shall continue the performance of the Contract to the extent not terminated.

21. FORCE MAJEURE

Notwithstanding the provisions of conditions of contract the Successful Service Provider shall not be liable for forfeiture of its security deposit, liquidated damages or termination for default, if and to the extent that, its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Service Provider and not involving the Successful Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

22. TERMINATION FOR INSOLVENCY

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

23. TERMINATION FOR CONVENIENCE

MPSAMB, by written notice of 15 days sent to the Successful Service Provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MPSAMB's convenience, the extent to which performance of the Successful Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful Service Provider would be paid by MPSAMB.

24. DISPUTES AND ARBITRATION

If any dispute of any kind whatsoever shall arise between MPSAMB and the Successful Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, **the dispute can be resolved as per the Arbitration & Conciliation Act 1996 or as per the notification thereof.**

Section 3. ANNEXURES

25. ANNEXURE A - PROPOSAL FORM

(To be included in Technical Proposal Envelope)

Date: _____ / _____ / 2018

To,
The Managing Director,
Madhya Pradesh State Agriculture
Marketing Board,
26-Kisan Bhawan, Arera Hills, Jail
Road, Bhopal 462011

Subject: Proposal for “Online Payment Gateway solution for Madhya Pradesh State Agriculture Marketing Board”

Dear Sir,

Having examined the Proposal Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for “Online Payment Gateway Solution for Madhya Pradesh State Agriculture Marketing Board” and to meet such requirements & provide such services as are set out in the Proposal Document.

We hereby attach the Proposal as per the requirements of the EOI document.

We undertake, if our Proposal is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the EOI or such adjusted plan as may subsequently be mutually agreed between us and MPSAMB or its appointed representatives.

We agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Proposal Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of2018

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and address of the Service Provider) Seal/Stamp of Service Provider

26. ANNEXURE B - QUALIFICATION OF THE SERVICE PROVIDER

a) SERVICE PROVIDER INFORMATION SHEET

S/N	Particulars	Details	Page no. (for any attachment)
1.	Name of the Entity/ Organization		
2.	Registered office address Telephone number Fax number Email		
3.	Correspondence Address		
4.	Details of the Contact Person (name, designation, address) Telephone number Fax number Email		
5.	Details of the offices present in Madhya Pradesh, if any		

b) SERVICE PROVIDER QUALIFICATION REQUIREMENT

S No.	Eligibility Criteria	Documents Required	Provided (yes/no)	Reference & Page Number
1	The service provider should be a Scheduled Commercial Sector Bank (registered and regulated by the Reserve Bank of India, under the Banking Regulations Act, 1949 (10 of 1949) / any other enactment).	Service Provider should submit the following: a) RoC b) Copy of GST Registration Certificate. c) Copy of PAN		
2	The Service Provider shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of the bid.	Undertaking in this regard by the authorized signatory of the bidder		
3	The service provider should have an annual turnover (Online Payment Gateway Services) of Rs.250 Crores or more in the last successive three Audited Financial years (FY 2014-15, 2015-16, 2016-17) and should have positive net-worth.	Service Provider should submit any of the following: a) Copies of Certified audited Balance sheet/ Profit & Loss statement. AND b) Certificate from the statutory auditor/ Certificate		

S No.	Eligibility Criteria	Documents Required	Provided (yes/no)	Reference & Page Number
		from Chartered Accountant, clearly indicating turnover from Online Payment Gateway Services.		
4	Service provider should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services as applicable.	Valid Documentary proof should be submitted		
5	Service provider must be providing Online Payment Gateways services covering acceptance of Credit Cards [Visa, Master Card, Amex & Diners], Debit Cards [Visa/ Master/ Maestro/ Rupay], Internet Banking	Valid Documentary proof should be submitted		
6	The bidder (Prime) and consortium partner should have positive Net Worth during each of the last three financial years namely 2014-15, 2015-16 and 2016-17.	Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor.		
7	The service provider should have been providing similar services for at least three years (FY 2014-15, 2015-16, 2016-17). To at least two Government/Public Sector Undertakings/ Banking Sector.	Service Provider should submit the following: i. Purchase Order / Work orders mentioning project value. ii. Project Completion Certificate from the client in case of completed projects. Ongoing Project with time involvement of more than 6 months would be considered for evaluation		
8	Service Provider should also be able to provide payment through standing instructions on bank account and credit card. Undertaking should be submitted	Undertaking from Competent Authority should be submitted		
9	Service provider should have the facility to intimate payment received and other related information through SMS alert.	Valid Documentary proof should be submitted		

S No.	Eligibility Criteria	Documents Required	Provided (yes/no)	Reference & Page Number
10	The service provider should have the applicable globally accepted certification for information security like VeriSign etc	Valid Documentary proof should be submitted		
11	The service provider shall hold certification for PCI DSS (Payment Card Industry Data Security Standard) and other mandated certifications during its engagement and shall have relevant certification for information security management.	Valid Document should be submitted		
12	Authorization from RBI for offering payment gateway services	Valid Document Proof should be submitted		

c) ADDITIONAL INFORMATION REQUIRED

S. No	Item	Particulars	Attachment Ref. No. for details
1.	Tie up with Banks - Total number of tie -ups and number of PSU banks. (Details of Banks to be provided in annexure giving particulars of tie up, date of agreement and date of expiry of agreement)	Valid Document Proof of the same	
2.	Brief write-up (not exceeding four pages) describing the integration with Mandi Board architecture towards implementation of the project.	Required Documentation from Service Provider	

d) REQUEST FOR CLARIFICATION

S. No.	EOI document reference(s) (Section & page number)	Content of EOI requiring clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

Note: MPSAMB shall not be responsible for ensuring that the service provider queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the MPSAMB.

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