

OFFICE OF THE CMD (WEST ZONE)
M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd.
G.P.H. Compound, Pologround, Indore.



Tender Specification No.CMD/WZ/06/PUR/448,
Due for opening on: - 05.07.2010 AT 3.30 PM

**RfP for selection of Payment Service Provider for online payment
of electricity bills**

Issued by:

The Chief Engineer (Corporate Office)

O/o CMD (West Zone),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (M.P.)

EPABX No.: 0731-2423577, 2422544, 2423263, 2422045 Extn. 151 & 203, Fax No. 0731 2423300

TABLE OF CONTENTS

A1: INTRODUCTION	4
PROFILE OF MADHYA PRADESH PASCHIM KSHETRA VIDYUT VITRAN COMPANY LTD., INDORE	4
BASIC INFORMATION	5
BRIEF SCOPE OF WORK	5
A2: INSTRUCTIONS TO BIDDERS	9
DEFINITIONS	9
AVAILABILITY OF RFP DOCUMENT	11
QUERIES/CLARIFICATIONS	12
PREPARATION OF BIDS	12
UNCONDITIONAL PROPOSAL	13
CONSORTIUM	13
PRE-BID CONFERENCE	13
ASSOCIATED COST OF BID PREPARATION AND SUBMISSION	14
EARNEST MONEY DEPOSIT (EMD)	14
AMENDMENTS TO BID DOCUMENT	15
DOCUMENTS COMPRISING THE BID	15
<i>Part -I: Proof of eligibility</i>	15
<i>Part-II: Technical Proposal</i>	16
<i>Sequence and details of documents to be submitted with Technical Proposal</i>	17
<i>Part-III: Financial Proposal</i>	17
SUBMISSION OF BID DOCUMENTS	17
DEADLINE FOR BID SUBMISSION	19
BID VALIDITY	19
BID OPENING AND EVALUATION	20
EVALUATION OF TECHNICAL PROPOSAL	20
NEGOTIATIONS	22
REJECTION OF BIDS	23
PRICE	23
AWARDING THE CONTRACT	23
NOTIFICATION OF AWARD	23
A3: DETAILED SCOPE OF WORK	25
INTRODUCTION`	25
SCOPE OF WORK	26
<i>Integration with MPPKVVCL Indore website</i>	26
<i>Functionalities of the Service</i>	27
<i>Authorization</i>	27
<i>Financial obligations</i>	28
<i>Penalties and liquidated damages</i>	29
<i>MIS and other reports</i>	30
<i>Service availability</i>	31
<i>Security of transaction</i>	31
<i>Support & marketing</i>	34
<i>Data backup</i>	34
<i>Maintenance</i>	34
<i>Disaster recovery and business continuity plan</i>	35
<i>Auditing</i>	35
<i>Information accessibility</i>	35
<i>Language</i>	35
<i>Customer support</i>	35
A4: GENERAL CONDITIONS OF CONTRACT	38
A5: SPECIAL CONDITIONS OF CONTRACT	47

<i>SETTLEMENT OF DISPUTES</i>	49
<i>ARBITRATION</i>	49
<i>BLACKLISTING OF THE PSPs</i>	50
<i>SPECIAL POWERS OF DETERMINATION</i>	50
A6: STANDARD FORMS	52
<i>GENERAL INFORMATION ABOUT BIDDER</i>	52
<i>PROOF OF ELIGIBILITY</i>	52
<i>TECHNICAL PROPOSAL</i>	52
<i>FINANCIAL PROPOSAL</i>	52
A7: ANNEXURE	64
<i>ANNEXURE-1: MIS FORMATS</i>	64
<i>ANNEXURE-2: PERFORMA FOR BANK GUARANTEE</i>	64
<i>ANNEXURE-3: INFORMATION FLOW</i>	64

A1: INTRODUCTION

Profile of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Ltd., Indore



- 1.1 The Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited (“MPPKVVCL” or “West Discom”) is a Company wholly owned by the Government of Madhya Pradesh and registered under the Companies Act, 1956. The company started its functioning, with effect from 1 June 05, with the Gazette Notification of GoMP dated 31 May 05. The West Discom is responsible for undertaking the Sub-transmission & Distribution of electricity in 14 Districts of Indore and Ujjain commissionaire in Madhya Pradesh.
- 1.2 West Discom operates through two regions- Indore and Ujjain:
- Indore Region comprises 8 circles: Indore city, Indore O&M, Dhar, Jhabua, Khandwa, Khargone ,Badwani and Burhanpur
 - Ujjain Region comprises 6 circles: Ujjain, Ratlam, Dewas, Shajapur, Mandsaur and Neemuch
- 1.3 Circles are further divided into 49 divisions comprising 389 distribution centers (DCs). There are about 12,000 employees in the company serving a consumer base of more than 28 lakhs over an area of 77021 sq. km.
- 1.4 Following table summarizes the vital statistics relevant to e-Payment service to be provided to the company.

Table 1: Key statistics

Sl. No.	Particulars	Financial year				
		2005-06	2006-07	2007-08	2008-09	2009-10 ¹
1	Billing (Rs. Cr.)	2401.65	2749.79	2958.43	2994.22	3381.42
2	No. of consumers (Lakh)	24.36	24.90	27.52	27.69	30.24

¹ Un-audited results

Basic Information

Tender Specification No: (It must be quoted in the tender and on the outside of sealed envelope)	CMD/WZ/06/PUR/448
Cost of tender documents:	Rs. 2,000/- (if required by post Rs. 100/- shall be payable extra)
Date of Issue of tender:	From 15.06.2010
Last date for purchase of tender documents:	05.07.2010 (12:00 Noon)
Pre-bid conference ² :	23.06.2010 (12:00 Noon)
Last date of submission of bid documents:	05.07.2010 (03:00 PM)
Date of opening of bids:	05.07.2010 (03:30 PM)
Earnest Money Deposit (EMD)	Rs. 50,000/-

- 1.5 Sealed tenders are invited from eligible bidders who have experience of providing e-payment service to minimum three utilities across India with minimum annual average consumer transactions of 3,00,000 in last 2 years in execution of work of the type and category specified in the bid.

Brief scope of work

- 1.6 The key responsibilities of the Payment Service Provider (PSP) shall include but not limited to:
- (a) Provide e-payment service to the consumers of MPPKVVCL's Indore through different payment modes viz credit card, debit card, net banking, cash cards etc.
 - (b) Technical details and information regarding the website integration may be indicated by the bidder in its bid documents. This shall be finalised with the successful bidder and the MPPKVVCL Indore's website vendor after issuance of LoI to the successful bidder.
 - (c) Providing MPPKVVCL Indore with technical support with respect to the integration of MPPKVVCL Indore website with the payment service (hardware and software) and other issues related to the e-payment services.
 - (d) Attending to system malfunctions-diagnose, respond and solve problems/issues related to e payment services within specific time intervals agreed upon with the MPPKVVCL Indore.
 - (e) The minimum key features, to be included in the e-payment service, shall include:

² All queries and clarifications on the tender documents to be addressed in the pre-bid meet need to be submitted, in written, to the Company one week prior to the pre-bid date.

- (i) Providing an active message to the consumer indicating that a transaction has been either accepted or rejected;
 - (ii) At all times, making available the option for a consumer to stop the information gathering and transaction process;
 - (iii) Allowing the consumer to review charges before final submission Show PSP's transaction charges, if any, separately from MPPKVVCL Indore charges;
 - (iv) Allowing the consumer to try a different card number/payment mode if a transaction is rejected;
 - (v) Providing no noticeable difference in appearance or sound, in the PSP's e-payment page, vis-à-vis the MPPKVVCL Indore's application from which the transaction was called;
 - (vi) Populating information that is shared from the MPPKVVCL Indore's application/database so that consumers do not need to provide duplicate information and
 - (vii) Providing the ability to block certain users, card numbers, account numbers, etc.
- (f) The e-payment service shall provide mandatory authorization by the card issuing authority for online payment of electricity bill through a credit or debit card. The Service must afford a secure link between MPPKVVCL Indore, consumer and credit card processor to avoid fraudulent transactions. The secure line should also ensure fast and efficient transaction processing.
- (g) The Payment Service Provider must group all the transactions together and MPPKVVCL Indore's account should be credited everyday between 3:00 pm to 3:30 pm
- (h) The payment service provider is NOT allowed to credit consumers' transactions in any other bank account except MPPKVVCL Indore's bank account. In case PSP is found to credit consumer transaction amount in bank account(s) other than that of MPPKVVCL Indore, this will be treated as a case of Fraudulent activity on PSP's part and appropriate penal action will be proceeded against it
- (i) Keeping transaction records and submitting daily and monthly transaction reports to MPPKVVCL Indore as per MIS formats (Annexure-1).

- 1.7 The total duration of the project shall be for two (2) years from the award of contract. MPPKVVCL Indore can choose to extend the contract with the same bidder for another period of one year. In such a scenario, the bidder must continue on the rates, terms & conditions which are not inferior to the existing contract
- 1.8 Cost of all hardware, software and all consumables such as cartridge, papers for report printing etc shall be borne by the PSP.
- 1.9 Incomplete and/or telegraphic/fax/E-mail quotations shall not be accepted. The offers should be valid for 120 days from the date of opening of the bids.
- 1.10 In case, due date of opening of bids happens to be a holiday then the bids shall be opened at the same time on the next working day.
- 1.11 MPPKVVCL Indore reserves the right to reject any or all the bids without assigning any reason.
- 1.12 The bid should be submitted in duplicate and each copy should be separately marked 'Original' & 'Duplicate'.
- 1.13 Bids shall be submitted by the bidder within the prescribed due date and time, and delayed submission for whatsoever reasons, will not be accepted.
- 1.14 The detailed scope of work is included in the subsequent sections.

Instructions to bidders

A2: INSTRUCTIONS TO BIDDERS

Definitions

2.1 In this Specifications / RfP (including all the Appendices), unless the context otherwise requires, the terms given below have the following meanings assigned to them:

- (a) **“Addendum”** In addition to Specifications (RfP) document, any other document issued to the bidders by MPPKVCL Indore in the context of this bidding process.
- (b) **“Approved”** and **“Approval”** wherever used in the `Specification` shall mean, respectively, approved by and approval of the Owner. When the words `Approved`, `Approval`, `Subject to Approval`, `Satisfactory`, `Equal to`, `Proper`, `Requested`, `As Directed`, `Where Directed`, `When Directed`, `Determined by`, `Accepted`, `Permitted`, or words and phrases of like import are used, the approval, judgment, direction, etc. is understood to be a function of the Owner.
- (c) **“Award of contract”** shall mean the issue of the work order or the Letter of Intent, whichever is earlier.
- (d) **“Bid/Tender”** shall mean the proposal/document that the Bidder submits in the requested and specified form in the `Specification`.
- (e) **“Bidder”** shall mean the firm / party who quotes against an enquiry.
- (f) **“Business”** means Electricity Distribution and Revenue Collection.
- (g) The expression **“Company”** refers to the Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore. or its assignees in future as the case may be.
- (h) **“Companies Act”** means Companies Act, 1956 (as amended).
- (i) **“Contract”** or **“Work Order”** shall mean the order and associated specification executed by the Owner and the PSP including other documents agreed between the parties or implied to form a part of the `Contract`.
- (j) **“Contract Price”** shall mean, if there is formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the **“Contract”**.
- (k) **“Date of Contract”** shall mean the calendar date on which the Owner and PSP have signed the `Contract`. **“Contract Period”** shall mean the period

during which the `Contract` shall be executed as agreed between Owner and PSP in the `Contract`.

- (l) **“End Users”** shall mean consumers utilising e-Payment service
- (m) **“Government”** shall mean Government of Madhya Pradesh state.
- (n) **“Guarantee Period”** shall mean the period during which the `work` shall give the same performance as guaranteed by the PSP in the Schedule of Guarantee as in the Specification.
- (o) **“Inspector”** shall mean the authorized representative appointed by the Owner for the purpose of inspection of Equipment/Works.
- (p) **“Instruction”** shall mean any drawings and/or instruction in **writing, details**, directions and explanations issued by the Owner from time to time during the `Contract Period`.
- (q) **“Month”** shall mean calendar month.
- (r) **“PSP”** shall mean Payment Service Provider- is the service provisioning party
- (s) **“Specification”** shall mean collectively all the terms and stipulations contained in those portions of the `Contract` known as General Conditions, the specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the `Contract`.
- (t) **“Services”** All the services which the successful bidder is required to provide to MPPKVVCL Indore , under the Contract.
- (u) **“Letter of Intent (LOI)”** Written communication to the successful bidder regarding MPPKVVCL Indore’s intention to sign Contract with them to fulfill the requirements of Specifications (RfP).
- (v) **“MPPKVVCL”** means Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd.
- (w) **“Nodal Officer”** means the officer duly appointed by the owner as being the single point of contact.
- (x) **“Notice in Writing”** or **“Written Notice”** shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise

proved to have been received) by registered post to the last known private or **business address or** registered office of the addresses and shall be deemed to have been received when in ordinary course of post it would have been delivered.

- (y) **“Owner”** shall mean Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited on whose behalf the enquiry is issued and shall include their successors and assigns, as well as his authorized officers/representatives.
- (z) **“Performance Tests”** shall mean such tests as are prescribed in the “Specification”, to be performed by the PSP.
- (aa) **“Specifications (RfP) Documents”** means all the documents issued to the bidder.
- (bb) **Work Order”** means written order signed by MPPKVVCL Indore after the successful bidder has accepted the LoI. This along with LoI, Specifications (RfP) document and the bidder’s response to RfP shall constitute part of the Contract.
- (cc) **“Work”** shall mean respectively the “Works” to be supplied and services to be provided by the PSP under the `Work Order’ or `Contract’.

Availability of RfP document

- 2.2 The Request for Proposal (RFP) document comprises detailed documents along with Standard forms & Annexure. The RfP document can be obtained from the office of the Chief Engineer, Purchase , Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.,GPH Campus, Polo ground,Indore-452015,Madhya Pradesh ,during office hours from the date mentioned in the NIT between 11.00 a.m. to 5.00 p.m. at the cost of Rs. 2,000/- (if required by post Rs. 100/- shall be payable extra) to be paid either in cash or by Demand Draft in favour of Senior Account Officer, MPPKVVCL, Indore drawn on any Nationalised Bank payable at Indore.
- 2.3 Also soft copies of the RfP document can be downloaded from the company website for reference only. However, the RfP document downloaded from the website will not be entertained. The RfP document must be purchased as mentioned in previous clause (2.2).

Queries/Clarifications

- 2.4 The Bidders are expected to be fully conversant with all the clauses of this RfP document before responding to it. However, if they need any clarification about details of work or any other clarification, they can seek the same from Chief Engineer, Purchase GPH Campus, Polo Ground Indore- 452015 (M.P.), in writing or through email/telex/fax on any working day between 11 to 16.00 Hrs. No information will be given on the date of opening of bids.
- 2.5 MPPKVVCL Indore will respond only to a request for clarification that it receives at least **seven** days prior to the scheduled date submission of bid documents. Reply to clarification sought and corresponding amendment to the RfP, if any, will be intimated to all bidders. Such clarifications will be treated as part of the Bid Documents.
- 2.6 The queries can be accepted only from the accredited/authorized officers/executives of the bidders or bidding entities.
- 2.7 MPPKVVCL Indore reserves the right to defer/decline responding/addressing to any such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.
- 2.8 Copies of all the replies/clarifications issued by MPPKVVCL Indore shall be circulated among all the bidders without disclosing the source of the queries.

Preparation of Bids

- 2.9 One bidder can submit only one bid for the same work.
- 2.10 The transfer of RfP document purchased by one bidder to another is not permissible. Such bids shall be summarily rejected.
- 2.11 The price (financial) bids should specify total cost for transaction charges as per bidding schedule (**Form F-1**).
- 2.12 Bidder must return the form of this RfP document with the specification and rates and any other schedule duly signed at the place specified. All pages of the bid documents, including conditions of contract, specification etc., shall bear the full signatures at the foot of every page on the right hand corner by the bidder or by the person holding power of attorney to do so. Necessary documents in support thereof must be enclosed with bid documents at the time of submission, failing which bid will NOT be considered. Any bid NOT bearing signatures on all the documents, accompanying the bid, is liable to be rejected.

- 2.13 No corrections, even with initials, will be allowed in the schedule of price, the rates quoted in the schedule of prices shall also be signed with date by bidder before submitting the bid. Non-compliance with these conditions will make the bid liable to rejection.
- 2.14 The Bid documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The bids found with over writing; erasures etc. are likely to be rejected.
- 2.15 Bid which proposes any alteration or deviation having major impact in the work specified in the Bid Document, or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection. Deviation, if any, must be brought out under the Deviation Schedule (Form T-4)
- 2.16 All prices shall consistently be in Indian Rupees. All unit prices, charges and totals must be inclusive of insurance, taxes and duties etc..
- 2.17 General information, which is not specifically requested, must be attached separately to the Technical Proposal and clearly labeled "**Supporting Material**".
- 2.18 Bids that do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

Unconditional proposal

- 2.19 The bidders are expected to offer unconditional bids. Conditional bids are liable to be rejected.

Consortium

- 2.20 The bidders are NOT allowed to form a consortium/bidding entity/teaming agreement to make their response to this RfP document.

Pre-Bid Conference

- 2.21 The bidders may request for clarification or changes in the bid documents by submitting the issues at least one week before the pre-bid conference date. The issues would be discussed in presence of all the bidders who wish to be present in the pre-bid conference.
- 2.22 After thorough discussions held during the pre-bid conference, the Purchase department shall prepare record notes of discussions, if required, and upload the same on the website for information of the bidders.

- 2.23 The Purchase department may modify the RfP documents by issuing Addendum as a result of a request or clarification discussed during the pre-bid conference.

Associated cost of bid preparation and submission

- 2.24 The bidder shall bear all the cost and expenses associated with preparation and submission of its Bid including post Bid discussions, technical and other presentations etc.
- 2.25 MPPKVVCL will in no case be responsible for or liable to the costs or in MPPKVVCL Indore's evaluation of bids, regardless of the conduct or outcome of the Bidding process.

Earnest money deposit (EMD)

- 2.26 The Bid documents should be accompanied by a Demand Draft of Rs. 50,000/- as Earnest Money Deposit (EMD) in a separate envelope drawn in favour of "Senior Account Officer, MPPKVVCL, Indore" on any nationalised bank payable at Indore. The Demand Draft shall be placed in a separate envelope clearly marked "EARNEST MONEY AGAINST BID FOR PROVIDING E-PAYMENT SERVICES TO MPPKVVCL INDORE".
- 2.27 In case of unsuccessful bidders, the Earnest Money Deposit (EMD) shall be refunded after award of contract to the successful bidder. No interest shall be payable on such Deposits lying with the Company.
- 2.28 In case the bidder is likely to be awarded the work or if his case has not been finalized, the EMD shall be retained for the period mentioned in clause for 'Validity of Offer'. The earnest money of successful bidder shall become part of the initial security deposit. No interest shall be payable on such Deposits lying with the Company.
- 2.29 The company reserves the right to forfeit EMD or part thereof in circumstances, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.
- 2.30 The bank charges if any shall be to the account of the Bidder.
- 2.31 Any bid not accompanied by the Earnest Money Deposit (EMD) shall be rejected.
- 2.32 Earnest Money shall be forfeited in case of withdrawal/modification of an offer within the validity period, as required in the NIT/Tender specification after opening of the bids.

Amendments to bid document

- 2.33 At any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, Company reserves the right to add/modify/delete any portion of this document by issue of an amendment, which will be sent to all such bidders, who have indicated their intention to bid. The amendment shall be binding on all bidders.
- 2.34 In a scenario where the interested bidder has already submitted his bid post which the Company issues an addendum to this RfP document then such bidders shall be allowed to submit addendum to the already submitted bid. In NO situation the bidder shall be allowed to withdraw his already submitted bid.

Documents comprising the bid

Part -I: Proof of eligibility

- 2.35 The bidders are required to fulfil the following essential conditions of eligibility criteria for its technical and financial evaluation of bid proposal:
- (a) The bidder should submit the earnest money deposit (EMD) in a separately sealed envelope. The envelope shall be marked “EARNEST MONEY AGAINST BID FOR PROVIDING E-PAYMENT SERVICES TO MPPKVVCL INDORE.
 - (b) The bidder should be a registered legal entity.
 - (c) The bidder should have prior experience of providing online payment services to minimum three(3) utilities across India with a minimum average annual consumer transaction of 3,00,000 i.e.3 lacs per year in last two(2) years. Performance certificates/citations confirming the same shall be enclosed in the technical proposal.
 - (d) The average annual turnover of the bidding company for the last 3 financial years should be equivalent or more than Rs. 5 (five) crores
 - (e) The bidder should have at least one globally accepted certification for information security i.e.Verisign etc.
 - (f) The bidder shall be CMM level 3 certified companies.
 - (g) The bidder should have tie-ups with minimum 8 number of major banks having offices/branches in MP (list to be prepared as per standard form T-5) for access to their payment gateways. The following 4 banks shall be necessarily included in the list of banks provided as per standard form T-5:

- (i) State Bank of India
- (ii) ICICI Bank
- (iii) HDFC Bank
- (iv) State Bank of Indore

Certificated from the partner banks are also required to be enclosed along with form T-5.

- 2.36 The Bidders have to fulfil 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 MPPKVCL Indore 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.
- 2.37 The bidders shall submit requisite documents justifying the proof of eligibility as per Form E1 as detailed in the 'Standard Forms' section.

Part-II: Technical Proposal

- 2.38 The Technical Proposal will include the following information using the attached Standard Forms (Forms T1 to T5 shall be filled up and any other required information may be provided on plain paper):
- (a) T-1: Technical Proposal shall be accompanied by a covering letter.
 - (b) T-2: A detailed description of the approach and methodology for providing security, MIS reports, data backup (disaster recovery), support, etc.
 - (c) T-3: Compliance sheet conforming to meeting the terms and conditions of the contract.
 - (d) T-4: In case there is/are any deviation/deviations from the terms and conditions mentioned in the RfP document a "Statement of Deviation" must be provided (100% compliance is expected from the bidder and any major deviation from requirement shall lead to disqualification). However, some deviation may be allowed which does not have major overall impact on the work.
 - (e) T-5: List of the partner banks having their offices/branches in Madhya Pradesh.

The Technical Proposal shall not include any financial information

Sequence and details of documents to be submitted with Technical Proposal

- (a) Power of Attorney/Board resolution in favour of signatory of the bid
- (b) Formats T1 to T5
- (c) Completion Certificates/Citations Received
- (d) Copies of Income Tax, PAN, Registration with Service Tax
- (e) 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

- 2.39 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.
- 2.40 Note - The bidder can only quote for transaction charges as per Financial Proposal Submission Form (F-1.). However, all transaction charges, as quoted by the bidder, will be borne by consumers.

Submission of Bid documents

- 2.41 The proposal must be prepared and submitted in three parts: Part-I, Part-II and Part-III (each in separate envelopes) as following.
 - (a) Part-I- Proof of eligibility
 - (b) Part-II- Technical proposal
 - (c) Part-III- Financial proposal
- 2.42 The three envelopes enclosing the Part-1, Part-II and Part-III shall then be placed in an outer envelope and sealed and subscribed with Tender Specification. No. as given on the RfP document together with the date on which the bid opening is due and the name of work as the following text in bold: **PROPOSAL FOR PROVIDING E-PAYMENT SERVICES TO MPPKVCL INDORE..** The outer envelope shall clearly indicate the Bidder's name, address and contact numbers.

2.43 The bidder shall specifically mention the period of validity of the offer on the envelope, in which the bid is submitted, as well as in the financial and technical forms. The period of validity shall not be less than that specified in the Bid documents. The Bid shall not be opened in case the period of validity is not indicated on the envelop containing the bid or if the specified validity period is less than 120 days from the date of opening of Financial Bids.

2.44 Bids duly filled must be submitted in sealed covers addressed to:

**Chief Engineer, Purchase
Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company ltd.
GPH Campus, Polo ground
Indore-452015,
Madhya Pradesh.**

Unless delivered personally, bid should be submitted by post/Courier. If forwarded by post the sealed envelope containing the bid and marked as specified above, shall be enclosed in another envelope properly addressed and shall be forwarded so as to reach not later than the time stipulated above on the due date of opening of bids.

2.45 Telegraphic/Tele fax/Telex/E-mail quotations will not be accepted.

2.46 All required copies of the Technical & Financial Proposals are to be made from the original.

2.47 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal The signed Technical and Financial Proposals shall be marked "ORIGINAL".

2.48 Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original and the duplicate copies. The complete forms shall form part of contract documents in case of successful bid.

2.49 The bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. The person who signed the proposal must initial such corrections. The bid must comply entirely with the specifications along with deviations mentioned separately.

2.50 All additions, modifications, alterations in the bid must be authorized by the signatory to the bidder.

2.51 The bid and all accompanying documents shall be in English language.

2.52 Bids should be typed or printed. No bid filled otherwise shall be considered.

- 2.53 The bidder should quote the prices strictly in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures. This must not contain any additions, alterations, modifications, cuttings or corrections and any other marking, which leave any room for doubt. Non-compliance with these conditions will make the bid liable to rejection.
- 2.54 No Post Bid development shall be allowed regarding any change in terms of prices or technical specifications. Notwithstanding anything contained to the contrary in the specifications of RfP or in subsequent exchange of correspondence, these conditions of contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be valid or operated unless expressly approved by the competent authority. The bidder shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.
- 2.55 All the bids must be submitted as per NIT specifications complete in all respects and any deviations from RfP specification shall be clearly brought out by the bidder.
- 2.56 The RfP Documents include certain statements, description, projections etc. with respect to MPPKVVCL Indore and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

Deadline for Bid submission

- 2.57 Quotations/Bids shall be received in the office of Chief Engineer, MPPKVVCL Indore up-to the date & timing given in NIT. In case the due date of submission of bids happens to be a holiday, bids shall be received and opened at same hours on the next working day.
- 2.58 The Owner at its own discretion may extend the deadline for submission of bids by issuing an addendum. In such a case all rights and obligations of the Owner and the bidders will thereafter be subject to the deadline as extended.

Bid validity

- 2.59 The bidder's proposal must remain valid for acceptance for a period of 120 days from the date of opening of financial bid. The Company may ask the bidder to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal.

Bid Opening and Evaluation

- 2.60 Bids will be opened as per the schedule provided in the NIT and in the presence of such Bidders or their representatives as may be present at the time of opening. Bids shall be submitted by the bidder within the prescribed due date and time, and delayed submission for whatsoever reasons, will NOT be accepted.
- 2.61 The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.62 The Earnest Money envelope (Part-I) received will be opened immediately after the deadline for bid submission on the date mentioned in the NIT. If this is found not to be in order, envelope containing technical bid (Part-II) will NOT be opened. The Owner will carry out a preliminary examination of the technical bids (Part-II) if they are complete, whether the documents have been properly signed, and whether the bid is generally in order. Any bid found to be non-responsive for any reason or not meeting the minimum levels of the performance or criteria specified in the bid document will be rejected and will not be included for further consideration.
- 2.63 Price bid (Part-III) will then be opened for only those bidders who qualify the technical bid (Part-II).
- 2.64 The Company will open the financial bids in the office in the presence of bidders or their authorised representatives who choose to be present. In case the opening date happens to be or is declared a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise.
- 2.65 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 2.66 The bidders' names, the bid prices, the total amount of each bid and such other details as the Owner may consider appropriate, will be announced and recorded at the opening of Price bids.

Evaluation of Technical Proposal

- 2.67 The company will carry out a detailed evaluation of the bids in order to determine whether the bids are responsive to the requirements set forth in the bid document.
- 2.68 A substantially responsive bid is one that conforms to all the terms, conditions and requirements of the bid documents without material deviation or reservation.

- 2.69 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 Owner will evaluate and compare only those bids that conform to MPPKVVCL Indore's requirements.
- 2.70 The evaluation of the bids and the selection of the firm would be done based on the technical and commercial capacity of the firm to execute the contract as well as the financial proposal submitted by the firm. The detailed methodology for evaluation is as given below.
- 2.71 The Technical Bids should be evaluated based on the points awarded to each bidder on the following basis (figure in the right side is the maximum score):

Sl. No.	Evaluation Criteria	Maximum Marks
1	Adequacy of the proposed work plan & methodology for providing security, Staffing pattern, MIS reports, data backup (disaster recovery), support, etc. Marks shall be allotted by the evaluation committee based on the presentation ³ of the work plan & methodology including real time DEMO of past e-Payment implementation projects executed by the bidders	30
2	Experience (number of firms served) in providing Internet Payment Service to Public sector. utility. Bidder(s) serving the maximum NUMBER of public sector utilities shall be awarded the maximum marks. Other bidders shall be awarded marks on pro- rata basis with respect to the bidder having obtained maximum marks (for example Bidder X, among other bidders, has served maximum number of utilities, say 5, thereby scoring 25. Bidder Y has served only 3 utilities hence the score of Bidder Y shall be $25/5*3=15$ and so on)	25
3	Experience (number of firms served) in providing Internet Payment Service to Private sector Bidder(s) serving the maximum NUMBER of private sector utilities shall be awarded the maximum marks. Other bidders shall be awarded marks on pro- rata basis with respect to the bidder having obtained maximum	25

³ The date, time and venue of the presentation will be intimated to all bidders separately.

Sl. No.	Evaluation Criteria	Maximum Marks
	marks (for example Bidder X, among other bidders, has served maximum number of utilities, say 5, thereby scoring 25. Bidder Y has served only 3 utilities hence the score of Bidder Y shall be $25/5*3=15$ and so on)	
4	Number of partner banks in Madhya Pradesh. Bidder with highest number of partner banks shall score maximum marks and remaining bidders will be awarded marks on pro-rata. basis with respect to the bidder having obtained maximum marks (for example bidder X has maximum, say 10, partner banks, thereby scoring 20 marks. Bidder Y has only 8 partner banks hence the score of Bidder Y shall be $20/10*8=16$ and so on)	20
	Total	100

- 2.72 The total points scored by the bidders in the technical evaluation shall be regarded as the qualifying criteria alone. All bidders scoring at least **70** marks shall be qualified for the next stage of evaluation i.e. evaluation of financial bid.
- 2.73 The Technical Forms T1 – T5 shall form part of the Technical Offer and should be submitted along with it.
- 2.74 The financial proposal (bids) of only short listed parties who have submitted the proof of eligibility and have also qualified in the technical evaluation shall be opened on the date and time which shall be notified to the short-listed bidders after the opening of technical bids in the presence of concerned bidders or their duly authorized representatives, who wish to be present. The financial bids of all other bidders shall be returned unopened.
- 2.75 The comparison will be made on prices that include all costs as well as duties, levies, insurance and taxes paid or payable, cost of website integration and other services required under the contract.

Negotiations

- 2.76 The firm quoting the lowest in terms of the overall cost of the contract will be invited for discussions. The aim is to reach agreement on all points and finalize the draft contract for signatures.

- 2.77 Negotiations will include discussion on staffing pattern, proposed methodology, work plan, activities, and reporting, as also the inputs required from the Company and other related matter. If company deems it fit, negotiations may also be held regarding financial proposal of the bidders also.
- 2.78 If negotiations with the lowest bidder fail, the Company will invite the bidder who has quoted the second lowest amongst all the bidders to negotiate a contract and so on.

Rejection of bids

- 2.79 The tender inviting authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

Price

- 2.80 The bidders are requested to quote firm price in Indian Rupees.
- 2.81 The prices quoted should be inclusive of all taxes, duties, levies etc.
- 2.82 It is the responsibility of the bidder to make sure about the correct rates of duty/tax if any that can be levied on the work/service at the time of bidding. If the rates assumed by the bidders are less than the current rates prevailing at the time of bidding, the Company will not be responsible for the mistake.
- 2.83 Any income tax, surcharge/cess on income tax, service tax, local taxes and any other taxes as applicable, shall be treated as included in the bid price and no payment on this account shall be paid by the Company. Certificate of Tax Deducted at Source shall be issued by payment making authority

Awarding the contract

- 2.84 MPPKVVCL Indore will award the contract to the bidder whose bid has been determined to be technically qualified and has quoted lowest rates for the work.

Notification of award

- 2.85 Before the expiry of bid validity period prescribed in the NIT, the Owner will notify the successful bidder that its bid has been accepted.

Detailed scope of work

A3: DETAILED SCOPE OF WORK

Introduction`

- 3.1 MPPKVVCL Indore intends to give e-Payment facility to its consumers to ease out the bill payment process. The e-Payment services will be provided to consumers in Indore city circle initially. Based on successful implementation of e-Payment services in Indore city circle, e-Payment services will be implemented in other circles and/or at company level. A flow chart in **Annexure -3** describes the process from consumer login to sign out.
- 3.2 . The e-Payment process involves, the following stakeholders:
- (a) Citizen or consumers
 - (b) MPPKVVCL Indore's website or website vendor who is managing MPPKVVCL Indore's website
 - (c) e-Payment Service Provider
 - (d) Consumer's bank
 - (e) Payment Service Provider's partner banks
 - (f) MPPKVVCL Indore's bank
- 3.3 The MPPKVVCL Indore's website facilitates e-payment by providing redirection of end users, where it accepts re-directed end users and processes their payment through their own payment gateway and then sends the final status of this payment to the MPPKVVCL Indore's website.
- 3.4 Redirection of end users from the MPPKVVCL Indore's website to the PSP 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 PSP and then back to the MPPKVVCL Indore's website
- 3.5 The Redirection String is the string required to redirect the end user's browser to the e-Payment Service Provider application domain, it contains many fields, such as:
- (a) Payment amount

- (b) Payment method selected by end user (consumer)
 - (c) Transaction ID (for tracking)
 - (d) Account number
 - (e) Time & date etc.
- 3.6 Once payment processing is finished at the PSP side, the payment status will be sent back to MPPKVVCL Indore's website via the call back of the end user browser in the redirection string. A payment transaction status will be sent directly from the PSP application MPPKVVCL Indore's website upon automatically after each transaction, upon request, and finally via the pre-scheduled reconciliation process.
- 3.7 Integration between the MPPKVVCL Indore's website and Payment Service Provider will be on the data level, and preferably through web services.
- 3.8 All processes such as payment transactions reconciliation, payment status update and notification, etc. will be over XML files and over web services.

Scope of work

- 3.9 The payment Service should have the following features:

Integration with MPPKVVCL Indore website

- 3.10 Technical details and information regarding the website integration may be indicated by the bidder in its bid documents. This shall be finalised with the successful bidder and the MPPKVVCL Indore's website vendor after issuance of LoI to the successful bidder.
- 3.11 PSP shall provide MPPKVVCL Indore with technical support with respect to the integration with the payment Service (hardware and software) and other issues related to the e-payment services provided at no charge.
- 3.12 PSP will NOT be required to provide support for the e-service web applications, scripts, or components, either from third parties or for those developed in-house unless support is directly related to the provision of online payment services.
- 3.13 PSP response time to technical support issues shall depend on the complexity of the inquiry and support requests volume. PSP technical support unit shall assign the highest priority to inquiries related to the service unavailability.
- 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 MPPKVVCL Indore.

- 3.15 MPPKVVCL Indore may add more payment gateways as and when required based on its own discretion. PSP shall have no legal right or any objection in case MPPKVVCL Indore wishes to add more payment gateways.
- 3.16 Under any circumstances PSP shall NOT subcontract any part of e-Payment work to third parties without written permission given by Chief Engineer (Purchase), MPPKVVCL Indore.

Functionalities of the Service

- 3.17 Providing an active message to the consumer indicating that a transaction has been either accepted or rejected;
- 3.18 At all times, making available the option for a consumer to stop the information gathering and transaction process;
- 3.19 Allowing the consumer to review charges before final submission Show PSP's transaction charges, if any, separately from MPPKVVCL Indore charges;
- 3.20 Allowing the consumer to try a different card number/payment mode if a transaction is rejected;
- 3.21 Providing no noticeable difference in appearance or sound, in the PSP's e-payment page, vis-à-vis the MPPKVVCL Indore's application from which the transaction was called;
- 3.22 Populating information that is shared from the MPPKVVCL Indore's application/database so that consumers do not need to provide duplicate information and;
- 3.23 Providing the ability to block certain users, card numbers, account numbers, etc.

Authorization

- 3.24 Any bill payment made with a credit or debit card via a payment Service must first be authorized by the card issuing authority. The Service must afford a secure link between MPPKVVCL Indore, consumer and credit card processor to avoid fraudulent transactions. The secure line should also ensure fast and efficient transaction processing.

Financial obligations

Settlement time

- 3.25 The Payment Service Provider (PSP) must group all the transactions together and MPPKVVCL Indore's account should be credited everyday between 3:00 to 3:30 p.m. The payment should be transferred to MPPKVVCL Indore's account in State Bank of India, Indore through RTGS (Real Time Gross Settlement) {Charges (if any) would be borne by the Service provider}. Though it is understood that the minimum amount to be transacted through RTGS is Rs. 1.0 lakh. In case this situation arises, then the PSP should transfer the amount Electronic Funds Transfer System (EFT) or National Electronics Funds Transfer System (NEFT) at PSP's cost.
- 3.26 The time for remittance may be changed at the discretion of the MPPKVVCL Indore at any time and it will be binding to the PSP to follow that schedule. MPPKVVCL Indore may also require MORE than one remittance on any given day.

Separation of fees from charges

- 3.27 Financial systems shall have the ability to itemize separately the MPPKVVCL Indore charges and the PSP fees (all inclusive).

Exceptions and charge backs

- 3.28 PSP shall provide reasonable processes, systems, and data necessary for either the PSP and/or the MPPKVVCL Indore to adjust credits and debits to both the agencies and/or the consumers. PSP must specify the process to handle this task.

Billing statements

- 3.29 After the successful payment of the electricity bill PSP will generate a unique transaction ID that is passed on to credit/debit card issuing agencies. The same transaction ID is reflected in the credit/debit card statement of the consumer.
- 3.30 Consumers can contact either the PSP or the MPPKVVCL or the credit/debit card issuing agencies and can obtain detailed information about his/her transaction.

Payment of PSP's fees

- 3.31 Consumer shall pay the transaction charges at the time of the transaction. MPPKVVCL Indore shall not be liable under any circumstances for reimbursement of charges related to e-payment.

Penalties and liquidated damages

3.32 The essence of e-Payment activity is to ensure that consumers can pay their bills in time as well as the accuracy of the same is guaranteed. Thus, performing the work efficiently and with high level of accuracy would be mandatory for the PSP. In case the PSP fails on various accounts to fulfil the conditions of the contract, liquidated damages as elaborated below shall be levied on the PSP:

Delay in commencement of work

3.33 If the fails to deliver and commission the work within the stipulated delivery period of the Contract, the same is liable to be rejected and if accepted, the PSP shall be liable to pay, as penalty, charges a sum of 0.5% (half of one percent) of the security deposit per month.

3.34 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 MPPKVCL Indore then the slack period is adjustable.

Penalties for downtimes and misreporting/default

3.35 The PSP should maintain e-Payment service uptime of at least 99% each month. The following penalties apply in case of any reduced uptime: of the e-Payment services.

Table 2: Penalties applicable

Uptime during a month	% of initial security deposit forfeited
Greater than or equal to 95 % but less than 99 %	0.5 %
Greater than or equal to 90 % but less than 95 %	1.0%
Less than 90%	5.0 %

3.36 Any misreporting or any fraud on the part of PSP shall entail a penalty equal to two (2) times the amount of fraud or misreporting per wrongly reported transactions. The amount shall be reduced from the security deposit.

3.37 Two consecutive monthly downtimes in excess of 5.0% will entail penal proceedings, which may lead to cancellation of contract.

3.38 If payments are not transferred within stipulated time to MPPKVCL Indore then simple interest @2% per month shall be levied on the PSP and the same shall be reduced from its security deposits.

NOTE:1 Penalties 3.36 & 3.38 shall be levied separately
2. *Penalties based on the above clauses shall be computed on monthly basis by the MPPKVVCL Indore's Nodal Officer.*

- 3.39 In case the Honourable. Regulatory commission penalizes MPPKVVCL Indore, levies penalty/fine on account of non-compliance of standards of performance with respect to the payment of electricity bills issued under this contract and where the PSP is responsible for this the same penalty/fine will be on the PSP's account & it will be deducted from PSP's security deposits.
- 3.40 The Chief Engineer, Purchase is the competent authority to decide on the imposition of penalties as per the prevailing conditions. If the PSP feels aggrieved by decision of Chief Engineer, Purchase then it can approach to the committee comprising Head of Commercial Department, Chief Engineer (Indore Region), Director/Jt. Director Finance for adjudication. The verdict of the committee would be deemed as final and binding from MPPKVVCL's end.
- 3.41 Any dispute or difference arising out of this agreement shall be decided by the courts situated at INDORE only.

MIS and other reports

- 3.42 The PSP must record transactions and have provision to view them using the payment service reporting facilities. The MIS provided to MPPKVVCL Indore should include customer id (Account no. in this case), amount paid, transaction ID, date, time and payment mode (e.g. credit, debit, direct debit, cash card etc.). The MIS reports to be submitted by the PSP shall be finalized with the MPPKVVCL Indore. Sample sets of MIS reports are enclosed in **Annexure-1**. MPPKVVCL Indore may change, modify or add new MIS formats during period of the contract.

Transaction file

- 3.43 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. PSP shall make the transaction file available to MPPKVVCL Indore no 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.
- 3.44 MPPKVVCL Indore's access to the files shall be a password protected, 128-bit encrypted, non-degradable, secure sockets layer (SSL), connection.
- 3.45 Upon request of MPPKVVCL Indore and at the expense of PSP, PSP shall agree to have annual security audits conducted by a third party who shall be chosen by MPPKVVCL Indore. The file provided to MPPKVVCL Indore should be in 'Read Only' mode.

Records/Data retention

- 3.46 PSP shall retain authorization logs and transaction records for the entire period of contract.
- 3.47 All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.
- 3.48 Throughout the term of this contract, MPPKVVCL Indore shall have the right at any time to inspect PSP's transaction records for MPPKVVCL Indore charges and associated PSP fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of PSP.

Access to transaction data

- 3.49 PSP shall provide MPPKVVCL Indore with the capability to securely access, via password-protected site, to transaction information.

Service availability

- 3.50 The payment service should facilitate multiple users making transactions from various locations at a single point of time.
- 3.51 E-payment service is to be available at least 99% of the defined service delivery time for 24X7 period. In case of failure, all damages fees will be defined in the RfP document that will be signed with PSP.
- 3.52 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 PSP's control, such as natural disasters, IP transit provider or end user's portion of the network failure.
- 3.53 Real-time payment processing system shall be provided to the e-Payment service.

Security of transaction

- 3.54 PSP 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.

- 3.55 PSP shall ensure that appropriate security measures are put in place to protect MPPKVVCL Indore'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.
- 3.56 PSP shall ensure compliance with international information security standards and best practices.
- 3.57 Any information and/or data obtained by the PSP by MPPKVVCL Indore or MPPKVVCL Indore's consumers shall be stored in a place physically secure from access by unauthorized persons. PSP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by PSP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.
- 3.58 PSP 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 consumers from accessing data in possession of PSP,
 - (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 extra net 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 MPPKVVCL Indore
- 3.59 Infrastructure security including network perimeter defences, server security, and data infrastructure security.
- 3.60 Refresh or back key on the keyboard should be disabled.
- 3.61 Implementing penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.
- 3.62 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.
- 3.63 The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.
- 3.64 The PSP must be CMM level 3 certified companies.

- 3.65 The payment service must offer SSL (Secure Sockets Layer) for transaction security.

Support & marketing

- 3.66 The e-Payment service must offer toll free technical support and query resolution through email. There should be single point of contact for any query resolution from PSP's side.

Marketing of the service

- 3.67 MPPKVVCL Indore shall actively promote the PSP's services provided hereunder to its consumers. All marketing materials produced by PSP exclusively for MPPKVVCL Indore must be approved by the MPPKVVCL Indore.
- 3.68 Release of broadcast e-mails by PSP pertaining to this contract shall not be made without prior written authorization of MPPKVVCL Indore.
- 3.69 PSP shall not distribute any news release pertaining to this Contract without the prior consent of MPPKVVCL Indore.

Data backup

- 3.70 PSP shall make regular backups of e-payment transactions related data.
- 3.71 PSP shall make backups available to authorized personnel at the operation centre and/or MPPKVVCL Indore upon request.

Maintenance

Scheduled maintenance

- 3.72 PSP shall specify the basis for scheduled maintenance causing / or not causing disruption to provided electronic payment service.
- 3.73 Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that MPPKVVCL Indore is notified.
- 3.74 Maintenance shall be performed during off-peak hours and PSP shall always provide advance notice of scheduled maintenance to MPPKVVCL Indore.

Emergency maintenance

- 3.75 PSP shall specify the major reasons for performing emergency maintenance (Example: security related issues). The PSP shall notify immediately the MPPKVVCL Indore regarding the emergency maintenance.

- 3.76 Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations.

Disaster recovery and business continuity plan

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

Auditing

- 3.79 All PSP records related to e-payments with respect to MPPKVVCL Indore or consumer shall be available for inspection, auditing and copying by MPPKVVCL Indore or other authorized representatives.
- 3.80 PSP shall be acting to correct or remedy any audit results within a time period agreed upon with the MPPKVVCL Indore.

Information accessibility

- 3.81 PSP shall provide access to payment information to specified users and administrators authorized by the MPPKVVCL Indore using the service on a timely basis in an accurate, understandable and logical format.
- 3.82 Access can be given to a transaction "Log". The details of information in transaction log are to be agreed upon with the MPPKVVCL Indore.
- 3.83 PSP shall not provide access of payment information to "any third party" unless mutually agreed to with the MPPKVVCL Indore or requested by legal authority.

Language

- 3.84 E-payment services shall be provided in English with Hindi text wherever necessary as per requirement of MPPKVVCL Indore.

Customer support

- 3.85 PSP should provide telephone and email support to the consumer who make payment using the e-payment gateway.
- 3.86 The telephone numbers and support email ID must appear prominently on the payment page.

Consumer complaint handling

- 3.87 **Amount debited from consumer but not transferred to MPPKVVCL Indore's Bank Account-** In case the credit/debit/bank statement of the consumer shows that payment was debited from consumer's account whereas it was not credited into MPPKVVCL Indore's bank account, such consumers will get back to MPKVVCL Indore once the temporary disconnection notice is served to them. MPKVVCL can ask for the consumer credit card statement (Transaction ID will be mentioned in the statement) and will verify it with the MIS report submitted by the PSP.
- (a) If PSP shows a successful transaction in its MIS reports then PSP shall arrange a certificate (email from the credit/debit card issuing agency or bank) towards the status of said transaction. If certificate claims that transaction was **successful** this means PSP failed to transfer money in MPKVVCL Indore's account therefore PSP will attract suitable penal clauses and consumer shall not be penalized for any delay in payment.

General terms and conditions of contract

A4: GENERAL CONDITIONS OF CONTRACT

- 4.1 Before submitting the bid document, bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself on all aspects of e-Payment service to be given to MPPKVVCL Indore and that the rate he enters in the bid forms are adequate and all inclusive to accord with the provisions of general/special conditions of contract for the completion of the work to the satisfaction of the Chief Engineer (Purchase).
- 4.2 The submission of a bid document by the bidder implies that he has read and accepted the instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates and local conditions and other factors bearing on the execution of the work.
- 4.3 The MPPKVVCL Indore will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the PSP is found latter to have misjudged any of condition(s).
- 4.4 The PSP must arrange for all software and hardware and consumables such as cartridge, papers for report printing etc., man power and include all such costs in the rate quoted by him for this work.
- 4.5 A weekly backup in CD of all data will have to be made available to an officer nominated by Chief Engineer (Purchase).
- 4.6 The contract or any part there of shall not be sublet without the written permission of the Chief Engineer (Purchase).
- 4.7 It shall NOT be obligatory for the company or its officers to accept the lowest bid. The authority for the acceptance of the bid will rest with the company which neither binds itself to accept the lowest or any other bid nor does it undertake to assign any reasons for declining to consider any particular bid or bids.
- 4.8 Canvassing or support in any form for the acceptance of a bid is strictly prohibited. A list showing the names of the persons who are working with the PSP and are near relatives to any officer in the company should also be appended with the bid.
- 4.9 The successful PSP must have sound financial standing. The accepting authority will ascertain the financial capability of the PSP. The PSP shall make available all the information as demanded by the accepting authority to verify the financial capability through financial institutions or any other means desired by him.

- 4.10 The total duration of the project shall be for two (2) years from the award of contract. MPPKVVCL Indore can choose to extend the contract with the same bidder for another period of one year. In such a scenario, the bidder must continue on the rates, terms & conditions which are not inferior to the existing contract
- 4.11 **Validity of Offer:** Bid shall remain open for acceptance for a period of 120 days from the date of opening or any other extended date for their receipt or any other extended period consented upon by the PSP and during this period no PSP shall be allowed to withdraw his bid. Any such withdrawal during the said period shall entail forfeiture of earnest money deposited by him with the bid.
- 4.12 Further information, if any, can be received from the office selling the RfP document. Should a PSP find discrepancies or omissions in this RfP document or he is in doubt as to their meaning, he should at once notify the authority inviting tenders. Every endeavour has been made to avoid any error which can materially affect the basis of the bid, but if any error is subsequently discovered, the PSP shall make no subsequent claim on account thereof.
- 4.13 This notice of tender shall form part of the contract and any breach of the terms of this notice shall be breach of the contract.
- 4.14 Within 10 days of intimation being given to the bidder of the acceptance of the bid, the successful bidder shall execute an agreement, in accordance with Indian Contract Law, 1872, on the prescribed form duly stamped for the due and proper fulfilment of the contract. The cost of all stamp paper/stationery shall be borne by the PSP. Failure by the successful PSP to furnish the prescribed security deposit or to execute the agreement within the period specified above - after his bid has been accepted or to start the work within such time as is determined by the Chief Engineer (Purchase) after notification of the acceptance of the bid shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the MPPKVVCL Indore to recover further damages, if any, from the PSP.
- 4.15 **Inspection and tests:** MPPKVVCL Indore shall inspect, examine and test the Service through its official(s) and/or through an outside agency nominated by it. The PSP shall provide all facilities as may be required to carry out the tests in accordance with approved standards, free of cost. Acceptance be given in case the integration, security, MIS reports etc, as mentioned in detailed scope of work section, meets all requirements. These tests plan must be based on the parameters and input/output desired by MPPKVVCL Indore, however successful acceptance of such tests doesn't mean deletion of any contractual obligation/ responsibilities of PSP.
- 4.16 **Test certificates and instruction book:** The PSP shall furnish to the Chief Engineer (Purchase),MPPKVVCL Indore office, where-ever necessary, the following documents:

- (a) Specification/Blue print for Implementation – 10 copies
 - (b) Instruction Books/User manuals – 4 copies
- 4.17 **Patent Rights /Intellectual property rights violation:** The PSP shall fully indemnify MPPKVVCL Indore or the officer in charge against any action, claim or proceedings relating to infringement or the use of any patent /intellectual property or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the contract, explicitly or implicitly. In the event of any claim being made or action brought against MPPKVVCL Indore or Officer-in-charge in respect of the matters aforesaid, the PSP shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by MPPKVVCL Indore but the PSP shall pay any royalties payable in respect of any such use.
- 4.18 **Indemnity of MPPKVVCL Indore against any fraud or failed transaction:** MPPKVVCL Indore stands indemnified against any credit card fraud or failed transactions. The PSP must take care and rectify consumer complaints regarding fraud or money being debited in spite of unsuccessful transaction.
- 4.19 **Penalty for breach of contract:** On the breach of any terms or condition of this contract by the PSP, the said company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the company to recover any further sum as damages from any sum due or which may become due to the PSP by company or otherwise howsoever. The breach of any terms of any of these General conditions of contract shall be deemed as breach of this contract.
- 4.20 **Penalty for failure to perform any activity:** In case the PSP fails to provide service as per specifications, penalty shall be imposed as per clause on “Penalty and liquidated damages”. Imposition of penalty shall be on discretion of Chief Engineer (Purchase). Two consecutive monthly downtimes in excess of 5% will entail penal proceedings, which may lead to cancellation of contract without prejudice to the right of the company to realize further amount towards damages. The PSP shall well in advance make arrangements to carry out the work uninterruptedly anticipating absence of staff due to illness, leave, etc. It will be the responsibility of the PSP to keep available surplus workers/hardware to supplement the need as and when required.

4.21 **Action by Chief Engineer (Purchase) in case of failure of PSP to perform (hereinafter referred as “Remedial action by Engineer”):** In any case in which the PSP commits breach of any terms of the contract or abandons the work wholly or partly for any reasons or dies or fails to carry out any work which he is bound to carry out under the terms of the contract, the Chief Engineer (Purchase) on behalf of the company shall have power to adopt any of the following courses without prejudice to any other right that may accrue to the company under this contract:

- (a) To rescind the contract (of which rescission notice in writing to the PSP under the hand of the Chief Engineer, Purchase shall be conclusive evidence) in which case, the security deposit of the PSP shall stand forfeited, and be absolutely at the disposal of company without prejudice to the right of the company to recover any further amount by way of damages.
- (b) To measure up the work of the PSP and to take such part thereof as remains unexecuted out of his hands and to give it to another PSP to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original PSP, if the whole work had been executed by him (of the amount which in excess, the certificate in writing of the Chief Engineer, Purchase shall be final and conclusive) shall be borne and paid by the original PSP and may be deducted from any money due to him by company under the contract and may be deducted from any money due to be paid to him by company under the contract or otherwise from his security deposit or the proceeds of sale of a sufficient part thereof.

4.22 If the Chief Engineer, Purchase adopts any of the above courses, the PSP shall in no case whatsoever, have any claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account of or with a view, to the execution of the work or the performance of the contract. In case the contract shall be rescinded under the provision aforesaid, the PSP shall not be entitled to recover or be paid any sum for any work, therefore, actually performed under the contract, unless and until the Chief Engineer, Purchase has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

4.23 PSP remains liable to pay compensation if no action taken under clause for “Remedial action by Engineer” - In any case in which any of the powers conferred upon the Chief Engineer, Purchase in above clause for “Remedial action by Engineer” thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitutes a waiver of any of conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of defaults by the PSP and the liability of the PSP for past and future compensation shall remain unaffected in the event of the Chief Engineer, Purchase putting in force either of the power (a) or (b) vested in him under the said clause he may, if he so desires, take possession of all or any materials in or upon the work thereof or belonging to the PSP or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Chief Engineer, Purchase whose certificate thereof shall be final otherwise the Chief Engineer, Purchase may notice in writing to the PSP or authorised agent require him to remove such , materials from the premises (within a time to be specified in such notice) and in the event of the PSP failing to comply with any such requisition, the Chief Engineer, Purchase may remove them at the PSP’s expense or sell them by auction or private sale on account of the PSP and at his risk in all respects and the certificate of the Chief Engineer, Purchase as to the expense of any such act shall be final and conclusive against the PSP.

4.24 **Law and Regulations:** All work shall be executed in accordance with the laws in India relating to the work and rules and regulations there under and any statutory modifications thereof wherever they are applicable unless otherwise agreed to in writing by the Chief Engineer, Purchase and also shall be subject to any other legislation which is made applicable afterwards and becomes in force during the tenure of the contract. The PSP shall be bound by the provisions of all the legislation whether Central or State as in force and operative in Madhya Pradesh for the time being and, if on the default on the part of the PSP or his agent of any of the provision of any such law, the Company is required to incur any expenditure and liabilities arising there from, the Company may deduct and recover the same out of any sums due to the PSP in respect of this contract and otherwise also. The decision of the Company that any sums has become payable there under and the amount which has become payable shall be final and binding on the PSP. The particular laws which are emphasised as relevant to this contract are as under:

- (a) Implementation of employees’ provident fund and miscellaneous provisions Act, 1952.
- (b) The Workmen’s Compensation Act, 1923, Seciton-12 sub section-1 - The company may recover, through the available security deposit or any other sum due, from PSP the compensation to be paid or paid under this Act.
- (c) Payment of Wages Act, 1936 - The PSP shall disburse the wages to the workers within the time limit prescribed by various provisions of this Act.

- 4.25 Speculative bidding is prohibited. The right of acceptance or rejection of any bid is reserved by the Company.

Suspension of work:

- 4.26 The Chief Engineer, (Purchase) can suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Order for suspension of the works to the PSP shall be in writing. MPPKVVCL Indore shall not be responsible for any liabilities for such suspension of work.
- 4.27 During the contract period if PSP is found violating the terms and conditions of this contract or the work performed by PSP is not satisfactory, Chief Engineer (Purchase) can suspend the work. The order for suspension of the work shall be in writing. In case of suspension of work:
- (a) PSP shall stop its e-Payment services immediately and shall not collect any amount from consumers till the resolution of the case
 - (b) Decision of Chief Engineer (Purchase) in this regard shall be final and binding to the PSP

Security Deposit:

- 4.28 The successful bidder shall deposit D.D./Fixed Deposit or bank guaranty issued in favour of Senior Account Officer, MPPKVVCL ,Indore, for an amount equal to Rs. 50 Lakh initially as evaluated under the clause for “Estimated Contract Value” within 15 days from the date of receipt of Letter of Intent. This amount will be retained as the Security for the due and proper fulfilment of the contract.
- (a) The security deposit shall be reviewed and revised quarterly (on 1st July, 1st October, 1st Jan, and 1st April) and the same shall be taken as TWICE the maximum daily collection in any day in the given quarter.
 - (b) After quarterly review of the security deposit if it is found that twice the maximum daily collection amount in any day in the given quarter exceeds than Rs. 50 Lakh OR the security deposit amount collected in the preceding quarter as the case may be, the security deposit for the current quarter will be replenished with the excess amount. i.e. difference of new security deposit calculated (i.e. twice the maximum daily collection) for the current quarter and security deposit of the preceding quarter. This can be explained as below:
 - (i) Security deposit amount in quarter 1 is Rs. 50 lakh.

Case (1)

Maximum daily collection in quarter 1 = Rs. 35 lakh (say)

Twice the maximum daily collection in quarter 2= $2*35 = \text{Rs.}70$ lakh. Twice the maximum daily collection exceeds by initial security deposit by Rs. 20 lakh. Now new security deposit for the quarter 2 WILL be Rs. 70 lakh and PSP needs to replenish the old security deposit by Rs. 20 lakh.

Case(2)

Maximum daily collection in quarter 1 = Rs. 20 lakh

Twice the maximum daily collection in quarter 2= $2*20 = 40$ lakh. Twice the maximum daily collection does not exceeds by initial security deposit amount of Rs. 50 lakh. Now new security deposit for the quarter 2 WILL be SAME as in quarter 1 i.e.Rs. 50 lakh and PSP is NOT required to replenish the security deposit amount.

- 4.29 In case the performance bank guarantee or DD in lieu of performance security is not submitted within 15 days of the date of LoI
- (a) The issue of the work order/contract shall be withheld by the concerned authority till the receipt of Performance Bank Guarantee or DD/Bankers Cheque in lieu of performance security.
 - (b) Penalty @ 0.35% per week or part thereof of the value of the Bank Guarantee would be charged from the due date of submission, till the Bank Guarantee or DD in lieu of performance security is submitted by the firm.
 - (c) In case the Performance Bank Guarantee or DD/Bankers Cheque in lieu of the Performance Security is not submitted within 45 days from the date of issue of LoA or the date if any as stipulated by the tender inviting authority, the Company reserves the right to cancel the LoA and initiate the action for allotment to next lowest acceptable party for awarding the contract and forfeit the earnest money deposit by the lowest bidder.
- 4.30 The successful bidder i.e. PSP will have to start functioning within 10 days from the date of issue of work order by the Chief Engineer, Purchase to start the work. The period within which the entire work shall be taken over by the PSP shall be decided by the Chief Engineer, Purchase which shall normally be 1 months from the date of handing over of work. There will be a slack of 1 month 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 MPPKVVCL Indore then the slack period, if necessary will be extended accordingly.

- 4.31 Time Schedule: The performance of the bidder shall be reviewed on monthly basis and contract shall be terminated in case of poor performance.
- 4.32 The Bidder will be responsible for taking out any appropriate insurance coverage at their own cost against manpower/instruments/company's property etc. as may be required for successful completion of the job and this insurance cover shall be valid throughout the contract period.

Special Conditions of Contract

A5: SPECIAL CONDITIONS OF CONTRACT

5.1 The Chief Engineer, Purchase may terminate this contract by issuing a written notice of 30 (thirty days) on account of the any of the following reasons:

- (a) If the PSP does not remedy a failure in the performance of their obligations under the contract, within 7days after being notified or within any further period as the Engineer in charge may have subsequently approved in writing.
- (b) Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in-force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors:
- (c) Being a company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager :
- (d) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors:
- (e) Assigns, transfers, sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior approval of the Nodal officer:
- (f) Suffers an execution being levied on his works or property and allows it to be continued for a period of 21 days.
- (g) If the PSP or any of his employees or associates, in the judgment of the Engineer has engaged in corrupt or fraudulent practices in executing the Contract.
- (h) If as a result of Force Majeure, the Bidder/PSP is unable to perform the service for a period of not less than 30 days.
- (i) For the purpose of this contract, Force Majeure means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

- 5.2 MPPKVVCL Indore reserves the right to summarily terminate the contract with the PSP without assigning any reason whatsoever after giving a notice period of 60 days.
- 5.3 MPPKVVCL Indore reserves the right to summarily terminate the contract with the PSP in case of:
- (a) Fraud detected on the part of PSP
 - (b) Non security of the system leading to data or revenue loss for the MPPKVVCL Indore and its consumer
 - (c) Exposure of the financial data of the MPPKVVCL Indore or its consumers to third party or any outside agency
- 5.4 This RfP document and any other documents released, information provided, discussions, etc., as part of the selection process, are strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the response. ly, the bidder(s) shall keep all information within this proposal or gained during the RfP or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from MPPKVVCL Indore.
- 5.5 It is a condition of this RFP that the information provided herein is for the purpose of enabling prospective bidders to submit proposals to MPPKVVCL Indore. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification.
- 5.6 Information relating to examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decision may result in the rejection of bidder's bid.
- 5.7 Successful bidder i.e. PSP shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.
- 5.8 The Compliance of regulations stipulated in MADHYA PRADESH ELECTRICITY Supply Code 2004 or subsequent regulations shall be necessary on the part of the PSP.

- 5.9 Any act of fraudulence, which can be purported or being attempted with intent to deceive the Company, by the persons engaged in this work shall entail legal prosecution under section-135, 150 etc. of Electricity Act, 2003 read with other provisions of IPC or appropriate section of IT Act. To safeguard against fraudulent practices necessary procedures will be finalized by E.E. (IT) of the Company. The PSP shall follow the instructions in this regard.

Settlement of Disputes

- 5.10 If any dispute or difference of any kind whatsoever will arise between the PSP and the Company in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute of difference by mutual consultation.
- 5.11 In the event of any dispute arising between the parties:
- (a) **First Stage-** the Chief Engineer, Purchase shall be the sole conciliator.
 - (b) **Second Stage-**If in the opinion of the PSP, a decision made by the Chief Engineer, Purchase is not in accordance with the meaning and intent of the contract, the PSP may file a written objection to the decision with the committee comprising Head of Commercial Department, Chief Engineer (Indore Region), Director/Jt. Director Finance for adjudication.
 - (c) **Third Stage-** If in the opinion of the PSP, a decision made by the Committee, comprising Head of Commercial Department, Chief Engineer (Indore Region), Director/Jt. Director Finance Purchase is not in accordance with the meaning and intent of the contract, the PSP may file a written objection to the decision with the CMD MPPKVVCL, Indore. The verdict of the CMD would be deemed as final and binding from MPPKVVCL's end. within fifteen (15) days after receipt of such decision.
- 5.12 If after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give notice to the other, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

Arbitration

- 5.13 In the event of any dispute arising between the parties leading to Arbitration the same shall be governed by the Madhaystha Adhikaran Adhiniyam, 1983.
- 5.14 Notwithstanding any reference to arbitration herein,
- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and

- (b) The Company will pay the PSP any monies due to the PSP.

Blacklisting of the PSPs

- 5.15 Once the Contract between the Company and the PSP has been signed, no further changes in the terms and conditions thereof are permissible. Any request received by the Company in this regard shall be summarily rejected making it clear to provide the services strictly in accordance with the terms and conditions of the contract. Any attempt by the PSP to back out of the commitment shall be considered as serious and his earnest money deposit be forfeited forthwith, without prejudice to any further legal remedies open to the Company under the relevant laws. Where necessary, action for black-listing of the PSP and recovery of damages, if any, shall be taken up.

Special Powers of Determination

- 5.16 If at any time after the acceptance of the bid, MPPKVVCL Indore shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Chief Engineer (Purchase) shall give notice in writing to the fact to the PSP who shall have NO claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

Standard forms

A6: STANDARD FORMS

General information about bidder

G1 General Information about bidder

Proof of eligibility

E1 Proof of eligibility

Technical proposal

T-1 Technical Proposal Submission Form

T-2 Technical-cum-Commercial Proposal format

T-3 Compliance Sheet

T-4 Statement of Deviation from Terms and Conditions of RfP

T-5 List of partner banks in Madhya Pradesh

Financial proposal

F-1 Financial Proposal Submission Form

Form G-1: General information about the bidder

Name and Address of the Firm	
Head Office Address	
Website of the firm	
Place of incorporation / Region Year of incorporation	
Contact person (with telephone nos. Office and Residence)	
Fax No.	
E-Mail	
Offer Validity (Min 120 days)	

Date:

Signature of Bidder

Place:

Name:

Designation & Seal

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 (minimum 20,000)	
11	Client Reference (Name, Designation, Postal Address, Phone, Fax, e-mail)	

1. Pls fill the above table separately in case bidders have multiple public/private sector experiences. Pls fill one table each for every work order executed.

2. MPPKVVCL Indore reserves right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of Owner

1 3. FINANCIAL STATEMENT OF THE LAST THREE FINANCIAL YEARS FOR BIDDER

Sr. No.	Particulars	2008-09	2007-08	2006-07
1.	Annual turnover			
2.	Total Assets (As at the end of financial year)			
3.	Current Assets (As at the end of financial year)			
4.	Total Liabilities (As at the end of financial year)			
5.	Current Liabilities (As at the end of financial year)			
6.	Net Worth (As at the end of financial year)			
7.	Working Capital (As at the end of financial year)			
8.	Net Profit			

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 Financial 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.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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 MPPKVVCL Indore.	
3.58	PSP shall describe approach and methodology in: <ul style="list-style-type: none"> • Staffing pattern • 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. • Information assurance including: <ol style="list-style-type: none"> 1. Assessment of vulnerabilities, threats, and impacts 2. Security risk mitigation strategies 3. Privacy management, 	

	<ol style="list-style-type: none"> 4. Resilience, fail-over and redundancy 5. Security incident detection and handling, 6. Compliance management, monitoring, and auditing <ul style="list-style-type: none"> • 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. 	
<p>3.77 & 3.78</p>	<p>PSP must describe in detail its recommended approach for alternative service provision arrangements and its disaster recovery testing cycle.</p>	

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
3.17-3.23	Functionalities of the service
3.24	Authorization
3.25-3.31	Financial obligations / requirements
3.32-3.41	Penalty
3.42-3.49	Data/Reporting
3.50-3.53	Service availability
3.54-3.65	Security of transaction
3.66-3.69	Support & marketing
3.70-3.71	Data backup
3.72-3.76	Maintenance
3.77-3.78	Disaster recovery and business continuity plan
3.79-3.80	Auditing
3.81-3.83	Information accessibility
3.84	Language
3.85-3.87	Customer support

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

On Applicant's letterhead

Date: dd/mm/yyyy

To,

**Chief Engineer (Purchase),
MPPKVVCL Indore,
GPH Campus Polo Ground, Indore 452015 (M.P.).**

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

Bidders are requested to provide the list of partner banks having their offices/branches in Madhya Pradesh.

Sl No.	Name of the partner bank	Location of the partner bank in MP
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

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 your Request for Proposal dated [Insert Date] and our Technical Proposal. The detailed breakup of our Financial Proposal is shown below:

Transaction charges for each transaction: Rs____

This amount is inclusive of the local taxes, service taxes, income tax, insurance etc

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____

Name and Title of Signatory:

Name of Firm:

Address:

Annexure

A7: ANNEXURE

Annexure-1: MIS formats

Annexure-2: Performa for Bank Guarantee

Annexure-3: Information flow

Annexure-1**MIS Formats**

Sl. No.	Consumer service connection no.	Transaction ID	Mode of payment (Credit card/Debit card/Net banking/Cash card etc.)	Amount (Rs.)
1				
2				
3				
	Total			

Sl No.	Name of Division	No. of transactions	Amount paid (Rs.)
1	Indore East		
2	Indore West		
3	Indore North		
4	Indore South		

* Above formats are illustrative only. MPPKVVCL Indore may change, modify or add new MIS formats during period of the contract.

Annexure-2

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref:

Bank Guarantee No.....

Dated.....

To,

Chief Engineer, Purchase
Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.
GPH Campus, Polo ground, Indore-452015,
Madhya Pradesh.

Dear Sirs,

In consideration of Madhya Pradesh Vidyut Vitaran Company Ltd. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/Swith its registered/Head office at(herein after referred to as the PSP which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....datedand the same having been unequivocally accepted by the PSP, resulting in a Contract bearing No.....Dated.....Valued at for.....(Scope of Contract) and the PSP having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(%).....(percent) of the said value of the Contract to the Owner.

We(Name and Address of the Bank).

Having its Head Office at(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the PSP to the extent of..... as aforesaid at any time upto(days/month/year) without any demur, reservation, contest recourse or protest and/or without any reference to the PSP.

Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and the PSP or any dispute pending before any Court, Tribunal, Arbitrator or any authority. The Bank undertakes not to revoke his guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the

Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the PSP. The Owner shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the PSP, and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied, in the Contract between the Owner and the PSP or any other course or remedy or security available to the owner. The Bank shall not be released or its obligations under these presents by any exercise by the Owner of its liberty without reference in the matters aforesaid or any of them or by reason of any other Act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this a guarantee against the Bank as a principal debtor, in the first instance without proceeding against the PSP and notwithstanding any security or other guarantees the owner may have in relation to the PSP's liabilities.

Notwithstanding any thing contained herein above our liability under this guarantee is restricted to.....And it shall remain in force upto and including.....and shall be extended from time to time for such period as may be desired by M/S On whose behalf this guarantee has been given.

Dated this.....Day of.....2010 at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

(Official Address)

.....
(Designation with Bank Stamp)
Attorney as per Power Of
Attorney No:.....
Date:.....

Note:

- This sum shall be Rs. 50 Lacs.
- The date will be One Hundred and Twenty days (120 days) after the end of Warrantly Period as specified in the Contract.
- The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

