**EXPRESSION OF INTEREST (EOI) FOR HIRING BANKING** SERVICES FOR PAYMENT GATEWAY FOR VARIOUS USES OF CHILIKA DEVELOPMENT AUTHORITY,

**BHUBANESWAR** 

(For Scheduled Commercial Banks only)

Chilika Dev. Authority

Bhubaneswar

# Eol No. 602 Dated 21.3.2025

# Timelines for the Expression of Interest (EOI)

Sr. No.	Item	Date	Time	
1.	Date of Announcement	21.03.2025	1200hrs	
2.	Starting Date of Submission of bids	24.03.2025	1300hrs	
3.	Date of Pre- Bid meeting for any clarifications / explanation	02.04.2025	1200hrs	
4	Last date of submission of bids	03.04.2025	1700hrs	
5	Date of opening of Technical Bid	04.04.2025	1100 hrs	
6	Date of opening of Financial Bid and the declaration of results subject to further scrutiny of documents	Will be intimated after technical bid opening		

Note: (i) The above mentioned time-lines are tentative. The Authority reserves the right to modify the time lines on the grounds of administrative exigencies. If any changes made by the Authority in the time-line, the same will be uploaded accordingly on CDA Portal.

### INTRODUCTION

Chilika is one of the important hot spots of biodiversity sheltering several endangered species. The lagoon is an avian grandeur and wintering ground of more than one million migratory birds and a Ramsar site. Chilika is well known for being India's largest congregation of migratory avifauna. Irrawaddy dolphin is the flagship species inhabitating Chilika lake. It is a complex assemblage of marine, brackish and fresh water ecosystem. Lots of tourists within the country and abroad visit Chilika Lake throughout the year.

# **OBJECTIVE**

The objective of this EOI is to select a Scheduled Commercial Bank (SCB) for providing Payment Gateway Services for online payments to its visitors THROUGH customized QR code.

#### SCOPE OF WORK

The Authority plans to implement cashless transactions for collection of various type of fees related to CDA at various branches of this Authority. The collection of fees would be done through a customized QR code only.

The term of Contract will be, as per provisions indicated in the succeeding paragraphs, on the basis of tender process. SCBs are invited to submit detailed bids for Payment Gateway Service for collection of various fees in accordance with EOI. The terms and conditions of the bidding documents are given below:

# QUALIFICATION CRITERIA

Organization Profile: Bidder should be a Scheduled Commercial Bank included in the Second Schedule of Reserve Bank of India(RBI)Act, 1934. This will include only Scheduled Public Sector Banks and Scheduled Private Sector Banks of Odisha and should be a listed bank as per finance department guideline no 32775 dated 30.11.2023.

Payment Aggregator/Intermediary proposed to be used by the bidder should be a 'payment systems' operators authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act,2007.

The Payment system provider proposed by the bidder should have globally accepted certification. Supporting Documents (self-certified) to the same may be enclosed with Bid.

Balance Sheet and Profit and Loss accounts of the Bank for the last 3 years, i.e., 2022-23, 2023-24 and 2024-25. Cumulative Profitability for last 3 years should not be negative.

Banks which have their own Payment Gateway Aggregators (PGAs) for processing of transactions of receipts/payments will be given preference Banks already providing services to Ministries/Departments of Government of Odisha Pas

Accredited Bank will be given preference.

Self-certified copy of average number of online transactions per month of FY 2024-25.

Disclosure: In case any bidder Scheduled Bank was debarred from doing transactions by RBI within a period of previous 10 years, the same may disclosed by the bidder Bank with full details of such debarment, reasons thereof and waiver thereupon.

(Note: CDA also reserves the rights to call for additional information from the Banks if necessary.)

# DOCUMENTS TO BE ATTACHED WITH BID: Each responsive proposal must include the following documents in Bid

Description of each evaluation criteria	Copy of authorization or agreement with Ministry/Department to be attached. In case Bank is accredited by more than one Ministry, separate agreements maybe attached with Tech Bid.  Proof of payment gateway registered with RBI to be attached.			
Proof of accredited Bank under any Ministry or multiple Ministries/ Department under Government of Odisha				
Bank with own payment gateway				
Tie up with other payment gateways registered with RBI*	ont Proof of agreement/Self-certification with other payment aggregators.			
Rate of interest on savings A/c and Flexi A/c separately	Proof of rate of interest signed by competent authority.			
	Proof of accredited Bank under any Ministry or multiple Ministries/ Department under Government of Odisha  Bank with own payment gateway  Tie up with other payment gateways registered with RBI*			

<sup>\*</sup>RBI approved payment system operator/PGA excluding self

#### BID DOCUMENT.

The bank will provide unique QR codes linked to multiple sub-merchants (counters) under a central virtual payment account (VPA)

Each QR code will be assigned to a specific service area ensuring accurate tracking of collections.

All transactions will be monitored and managed via a UPI dashboard which will provide detailed analytical and real time tracking for each counter ensuring full transparency and efficiency.

#### PRE-BID MEETING.

A pre-bid meeting will be held 02.04.2025 at **1200hrs** to clarify issues if any related to this EOI for all prospective bidders at Conference Room of CDA office. Bhubaneswar. CDA reserves the right to modify the time lines on grounds of

administrative exigencies.

#### **OPENING OF BID**

The bids shall be opened at Conference Room of CDA office, Bhubaneswar in the presence of the members of Tender / Selection Committee, which will be constituted in this regard, and bidders or their authorized representatives who choose to attend the opening of bids. Authorized representative with authority letter on the letter head of bidding Bank duly signed by the bidder only will be allowed to attend. The bids would be opened on 24.3.2025 at 17.00 hrs in conference hall of CDA office, Bhubaneswar.

# **EVALUATION OF BIDS & AWARDING OF CONTRACT**

A duly constituted Selection committee will evaluate eligibility criteria of bidders. The Bids will, in the first instance, be examined to ascertain fulfillment of eligibility criteria and submission of required documents. Evaluation will be based on documentary evidence submitted by the bidders with respect to prequalification/evaluation/selection criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the EOI.

In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day.

# **CONTRACT PERIOD**

The successful bidder will enter into an Agreement with CDA (draft agreement is attached as *Annexure-I*). The period of contract will be 01 years from the date of award of contract and extendable for same duration on same terms and conditions, on mutual agreement.

CDA has the right to terminate the contract if during the review process, it is found that the services rendered by the successful Bank did not meet the standard of quality and efficiency of the services expected from the successful Bank as per the RFP.

Interested SCBs are requested to submit their Bids in sealed cover superscribed "Expression of Interest for Hiring Banking Services for Payment Gateway for various uses" Sealed Covers should physically reach the following addressee latest by 24.3.2025 by 13.00 hrs:

Chief Executive, Chilika Development Authority, 493(P), Pallaspalli, Bhubaneswar-

751020. Bids received after due date will not be entertained.

# FINANCIAL BID FORMAT

Srl. No.	Name of the bank	Facilities required	Cost	Remarks
		Instant QR creation		
		Sound box with multi lingual support		
		Voice notification on mobile phone		
		Collection dash board		
		Update on every		
		transaction(settled/pending)		
110		Ordering of QR standee/stickers		
		SMS link-collection through UPI/Net banking/CC/DC		
		Transaction alerts on multiple mobile no		
		Service support-call center, Email, RM		
		Multi layer QR creation(sub- merchant creation)		

Addi. Chief Executive Chilika Dev Authority

## **AGREEMENT**

# Between

# **Chilika Development Authority**

And
BANK LTD
For collection of on line fees for services rendered under CDA through customized QR code.
This agreement is made on(date) between:
<b>Chilika Development Authority</b> , Government of Odisha, having its office at 493(P), Pallaspalli, Bhubaneswar-751020 which expression shall be deemed to include its successors and assigns) of the One Part;
And
all its successors, administrators and assigns of the Second Part.
CDA andBank shall hereinafter collectively refer to as the "Parties" and individually as "Party".
WHEREAS:
CDA is providing facility for on line collection of Registration Fees or any other fees for its various uses at different places through a secure payment gateway (QR code):
Bank is in the business of providing Payment Gateway

CDA and \_\_\_\_\_Bank are desirous of entering into an arrangement whereby the payer will be provided with a QR code facility of making their payments to

Aggregation services through a customized QR code.

CDA.

The Parties here to have agreed that their respective rights and obliga	tions with
regard to their relationship between them for use of	Bank
facility will be interpreted acted upon and governed solely in accordance	e with the
terms and conditions of this agreement.	

IT IS NOW AGREED by and between the Parties here to as under:-

TERMS AND CONDITIONS OF ONLINE COLLECTION through customized QR code.

For the purpose of this agreement, the following words and phrases shall have the meaning assigned to them under this Article:-

- (i) "End use/ Customer" shall mean the persons who, from time to time, may make payments to CDA by using a QR code.
- (ii) "CDA" shall mean and include the organization facilitating online payment by end user.
- (iii) "Applicable Law" shall mean any statute, rules, regulations, notifications, circular, order, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of authority, which has the force of law in India.
- (iv) "RBI Directions" shall mean any instructions/ guidelines issued by the Reserve Bank of India from time to time under Payment and Settlement Systems Act, 2007, and/or any other statutes and more particularly as per instructions contained in Circular bearing No. DPSS.Co.PD.NO. 1102/02.14.08/2009-10 dated November 24, 2009 and any other instructions / amendments issued by RBI in this regard from time to time.
- (v) "Chargeback transaction" shall mean those transactions which the "end user" disputes for not having made the payment to the CDA.

CDA shall provide means to resolve all queries raised by benefi	ciaries pertaining
to their transactions facilitated by	Bank and which
have finally resulted in remitting money into CDA account.	

## PROVIDING COLLECTION INFORMATION TO CDA.

All transactions will be monitored and managed via a UPI dashboard given by the \_\_\_\_\_bank.

The dashboard will provide detailed analytics and real time tracking for each counter, ensuring full transparency and efficiency.

# QR & UPI dashboard will have the following features

- -Easy login, using user ID and pass ward
- -A unified dashboard for both merchants and sub-merchants
- -Creation of sub merchants directly from the dashboard
- -Real time update of transaction dashboard
- -Option to delegate parent merchant's view to other users
- -Download transaction reports in desired format with payer details
- -Transaction analysis based on time line status sub merchants and RRN no

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CDA shall also fully indemnify or hold harmless\_\_\_\_\_\_Bank against any direct loss, costs, charges, expenses, demand or liability out of claim by third party that CDA's infringe intellectual property rights.
\_\_\_\_\_Bank shall: (i) Provide prompt written notice of such claim to the "CDA" (ii) allow "CDA" to defend any such claim using counsel of its choice. (iii) not

Bank shall also fully indemnify or hold harmless CDA against any direct loss, costs, charges, expenses, demand or liability arising out of claim made by the third party breach of terms and conditions or any of its undertaking or obligation under this agreement.

settle any such claim without the express written consent of the "CDA".

# LIMITATION OF LIABILITY

The bank shall not be liable for any damage arising from errors, omissions, delays, interruptions or malfunctions in the banks systems or services, including but not limited to any consequential damages, loss of data unless such damages were caused by the banks gross negligence or willful misconduct.

#### TERMS OF TERMINATION

This Agreement shall be in force for a period of one years from the date herein above mentioned and may be extended for similar period upon such terms and conditions agreed by both the parties.

If the "CDA" continues to receive the facility provided by \_\_\_\_\_\_Bank for forty-five (45) days after the expiry of term of this agreement, then this agreement shall be deemed to be renewed on same terms and conditions for assimilar tenure.

Either party may terminate the agreement by giving 30 days notice in writing to the other party.

The charges as specified in *Annexure-II* may be reviewed every year or at any time to comply with any RBI mandate/mutual consent from time to time.

#### 2. CONFIDENTIALITY.

The Parties agree and acknowledge that in connection with this Agreement, each Party will have access to certain trade-secrets and other non-public confidential

Chilika Dev. Authority Bhubaneswar information of the other during and in connection with its performance of services hereunder ("Confidential and Proprietary Information"), and hereby agrees not to disclose any confidential information to any third party and not to use any such confidential information for any purpose other than those as strictly required for performance under this Agreement. All such confidential information is and shall remain the exclusive property of the disclosing party and no license shall be granted or implied with respect to such confidential Information by reason of other party's access to such confidential information. Each party agrees to protect the proprietary information of the other with the same standard of care and precaution used by each to protect its own proprietary information of similar importance.

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

- (i) Is publicly available prior to this Agreement or is made publicly available by the Parties without restriction.
- (ii) Is right fully received by the personnel of the parties from third party without accompanying secrecy obligations.
- (iii) Is already in the possession of both the parties 'personnel and was lawfully received from sources other than the parties themselves.
- (iv) Is independently developed by the personnel of the parties without use or reference to Confidential and Proprietary Information.
- (v) Is disclosed under any judicial or regulatory directive or disclosed to auditors appointed under any law.
- (vi) However, the above exclusions shall not be applicable in respect of the payer data of the Banks/Cards and end user data shall always remain confidential and proprietary information.

The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement shall remain valid irrespective of the expiry/ cancellation/termination of this Agreement.

#### GENERAL PROVISIONS

Amendment and Waiver. This Agreement shall only be amended in writing, signed by parties. The failure of either party at any time or times to demand strict performance by the other of any of the terms of this Agreement shall not of itself be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of such terms.

Force Majeure. Neither Party shall be held responsible for any consequences of

liabilities under this Agreement if it is prevented in performing its obligations under the terms of this Agreement by reason of laws or regulations, action by Govt. or Regulatory Authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. If the force majeure event continues for more than 30 days, either party shall be entitled toterminatethisAgreementwithanoticeof30daystotheotherparty.

Entire Agreement: This Agreement constitutes the entire Agreement between the Parties concerning the services and all other matters covered herein, and supersede all prior and contemporaneous Agreement, written or oral, other than any written, fully-executed contemporaneous Agreement which specifically acknowledges the existence of this Agreement.

**Severability:** In the event at any provision of, or restriction contained in, this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions contained in this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions of this Agreement had not been included.

**Arbitration:** In case of any dispute or difference between the Parties, they shall Endeavour to resolve such dispute or difference in an amicable manner through mutual discussions. If no settlement can be reached through consultations between the Parties within 30 business days of one Party delivering a written notice of the dispute to the other Party, then such matter may be referred to arbitration by the disputing party to be settled by arbitration in accordance with the provisions of the Indian Arbitration and ConciliationAct,1996(the "Act")

The Parties agree with respect to such arbitration that:

- (vii) The arbitration proceedings shall be conducted in English and the place of arbitration shall be Bhubaneswar.
- (viii) If the Parties fail to appoint a single arbitrator acceptable to both the Parties, there shall be three (3) arbitrators, One (1) arbitrator shall be appointed by each Party and the third shall be appointed by the other two (2) arbitrators and shall serve as the presiding arbitrator of the arbitral tribunal.
- (ix) Subject to the provisions of the Act the arbitration award shall be binding on the Parties, and enforceable in accordance with its terms. The arbitrators shall state the specific reasons for their findings in writing. The Parties agree to be bound there by and to act accordingly.

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**Governing Law and Jurisdiction**. This Agreement shall be governed by the laws of India and subject to Clause12.5above, the courts located at Bhubaneswar shall have exclusive jurisdiction in the event of any dispute.

#### NOTICES

All notices sent by either parties shall be address to the undersigned, at the following address: -

For Bank

For CDA

Chief Executive Chilika Development Authority Plot no 493(P), Pallaspalli, Bhubaneswar 20

#### SURVIVAL

The rights and obligations of the Parties under the Agreement, which by their nature survive the termination of this Agreement.

IN WITNESS WHEREOEF the parties herein through their authorized representatives have signed this Agreement on the date first referred above.

Done in two originals, one for each Party. Signed,

sealed and delivered in the presence of

On Behalf of CDA

On Behalf of\_\_\_\_\_

Bank