

**EXPRESSION OF INTEREST (EOI) FOR HIRING
BANKING SERVICES FOR PAYMENT GATEWAY FOR
PRAVASI BHARATIYA DIVAS (PBD) CONVENTION 2023
(For Scheduled Commercial Banks only)**



सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS,**

Expression of Interest (EOI) for Hiring of Banking Services For Payment Gateway For Pravasi Bharatiya Divas (PBD) Convention, 2023.

Tender No. OI-11014/11/2022-OIA-II dated _____.

Time lines for the Expression of Interest (EOI)

Sr. No.	Item	Date	Time
1.	Date of Announcement	24.9.2022	1200 hrs
2.	Starting Date of Submission of bids	26.09.2022	1300 hrs
3.	Date of Pre- Bid meeting for any clarifications / explanation	26.09.2022	1200 hrs
4.	Last date of submission of bids	2.10.2022	1700 hrs
5.	Date of opening of Technical Bid	03.10.2022	1100 hrs
6.	Date of opening of Financial Bid and the declaration of results subject to further scrutiny of documents	TBC	TBC

[Bid Value: Rs.40,00,00,000/-]

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

1. **INTRODUCTION.**

Pravasi Bharatiya Divas (PBD) Convention is the flagship event of the Ministry of External Affairs and provides an important platform to engage and connect with the overseas Indians. Since 2003, the Pravasi Bharatiya Divas is celebrated on 09th January every year to mark the contribution of Overseas Indian community in the development of India. The format of PBD celebration was revised in 2015 to organize the PBD Convention once in every two years, and 16 PBD Conventions have been organised successfully so far.

2. **OBJECTIVE.**

The objective of this EOI is to select Scheduled Commercial Banks (SCBs) for providing Payment Gateway Services for Registration Fees or any other online payments with respect to Pravasi Bharatiya Divas (PBD) Convention 2023. The selected Banks will enter into a Contract at **Annexure-I** with the Overseas Affairs Division-II (OIA-II) of the Ministry of External Affairs for providing of services for online Payment Gateway for collection of Registration Fees or any other online payments related to PBD Convention 2023 .

3. **SCOPE OF WORK.**

The Ministry plans to organize 17th PBD Convention in January, 2023. It is expected that the number of registrants for PBD 2023 would be approx. 5000 (including NRIs and Overseas Citizens of India). The registration fees for the event normally is about \$100 - \$200 per person. The registration for PBD 2023 would be done on the PBD website (www.pbdindia.gov.in). The detailed Scope of Work for the services of Payment Gateway for the Registration for 17th PBD Convention includes the following:-

- 3.1 Payment Gateway Facility for all types of Debit and Credit Cards of all banks/Internet Banking/Mobile Banking/IMPS, RTGS, NEFT etc.
- 3.2 The bank is expected to coordinate with the vendor hired for development of PBD website regarding payment interface and provide the service during the operations of its Payment Gateway.
- 3.3 The Bank is expected to provide the minimum service level of 99% during the operations of its payment gateway.

4. TECHNICAL AND FINANCIAL BID.

The term of Contract will be, as per provisions indicated in the succeeding paragraphs, on the basis of two-tier tender process consisting of Technical Bids and Financial Bids. SCBs are invited to submit detailed Technical and Financial bids (separately) for Payment Gateway Services for registration of PBD 2023 in accordance with EOI. The terms and conditions of the bidding documents are given below:

4.1 QUALIFICATION CRITERIA

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The Payment system provider proposed by the bidder should have globally accepted certification. Supporting Documents (self-certified) to the same may be enclosed with Technical Bid.
- 4.1.4 The Payment system provider proposed by the bidder should be certified for PCIDSS (Payment Card Industry Data Security Standard).
- 4.1.5 The Payment system proposed by the bidder should accept all types of Debit and Credit cards, including international cards.
- 4.1.6 The payment system proposed by the bidder should accept the payment through Internet Banking of all banks, including international banks.
- 4.1.7 Balance Sheet and Profit and Loss accounts of the Bank for the last 3 years, i.e., 2019-20, 2020-21 and 2021-22. Cumulative Profitability for last 3 years should not be negative.

4.1.8 Banks which have their own Payment Gateway Aggregators (PGAs) for processing of transactions of receipts/payments will be given preference

4.1.9. Banks already providing services to Ministries/Departments of Government of India as Accredited Bank will be given preference.

4.1.10 Self- certified copy of average number of online transactions per month in Q1 & Q2 of FY 2022-23. Bidder Bank may like to refer to RBI website (<https://rbi.org.in/Scripts/NEFTView.aspx>) for reference.

4.1.11 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: Ministry also reserves the rights to call for additional information from the Banks.)

4.2 TECHNICAL EVALUATION & DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID: Each responsive proposal must include the following documents in Technical Bid

Sr. No.	Description of each evaluation criteria	Document to be attached
(i)	Proof of accredited Bank under any Ministry or multiple Ministries/ Department under Government of India	Copy of authorization or agreement with Ministry/Department to be attached. In case Bank is accredited by more than one Ministry, separate agreements may be attached with Tech Bid.
(ii)	Bank with own payment gateway	Proof of payment gateway registered with RBI to be attached.
(iv)	Tie up with other payment gateways registered with RBI*	Proof of agreement/ Self- certification with other payment aggregators.
(v)	Number of corresponding banks (foreign)	Self- certification by tenderer of the number of foreign corresponding banks
(vi)	International Presence	Proof/ Self- certification by bidder certifying branches/ presence abroad

* RBI approved payment system operator/ PGA excluding self

4.3. **FINANCIAL BID DOCUMENT.**

4.3.1 The Bank has to provide the service on a no-cost basis i.e. no Payment Gateway service charges are to be levied on the Ministry.

4.3.2 The Bank will charge on the registration, which will be borne by the applicants. The charges can differ as per the mode of payment.

4.3.3 The Interested SCBs are requested to fill and submit its service charges for different modes of payment as given at **Annexure-II**.

4.3.4 No other charges can be levied by the Banks other than the charges specified in **Annexure-II**.

5. **PRE-BID MEETING.**

A pre-bid meeting will be held on **26.9.2022** at **1200 hrs** to clarify issues if any related to this EOI for all prospective bidders at Conference Room, 9th Floor, Akbar Bhawan, Chanakyapuri, New Delhi. The Ministry reserves the right to modify the time lines on grounds of administrative exigencies.

6. **EARNEST MONEY DEPOSIT/BID SECURITY.**

Bidders are required to submit bid Security of Rs 8,00,000 (Earnest Money Deposit) without which 'Financial Bid' will not be opened. The bid security shall be submitted in the form of Accounts Payee Demand Draft in favour of Pay and Accounts Officer (PAO), Ministry of External Affairs, payable at New Delhi. The bid security will also be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Irrevocable Bank Guarantee from any of the nationalized banks in an acceptable form in favour of PAO, Ministry of External Affairs. EMD should be valid for 45 days beyond bid validity period. Bid security of the unsuccessful bidders would be returned within **30 days of** finalization of Technical Evaluation Report.

7. **OPENING OF BID.**

The bids shall be opened at Ministry premises 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 technical bids would be opened on **03.10.2022** at **1100 hrs** in conference hall, 9th Floor, Akbar Bhawan, Chanakyapuri, New Delhi-110021.

8. EVALUATION OF BIDS & AWARDING OF CONTRACT.

7.1 Evaluation of Technical bid.

A duly constituted Selection committee will evaluate eligibility criteria of bidders. The Technical 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 pre-qualification /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.

7.2 Evaluation of Financial Bids.

7.2.1 FINANCIAL BIDS OF ONLY THOSE BIDDERS WHO MEET THE TECHNICAL CRITERIA WOULD BE OPENED. The Financial Bids of the technically qualified bidders will be evaluated and the bidder who will quote the total lowest transaction charges will be awarded the contract. **All quotations must be in Indian Rupees and not in percentage. For transactions charged by PSOs/ Corresponding Banks in percentage, bidder Bank would be required to calculate and quote corresponding amount in Indian Rupees on the basis of USD 100 for determination of L1 bidder.**

7.2.2 The contract shall be awarded on the basis of the aggregate lowest transaction charges. Ministry reserves the right to select four or less Banks depending upon the charges indicated in financial bids.

7.2.3 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

7.2.4 During the period of Agreement, no request for increase in quoted rates shall be accepted under any circumstances.

8. **PERFORMANCE SECURITY.**

Performance security is required to be submitted by the successful bidder awarded with the contract. Performance Security will be Rs.12,00,000/- (Rupees Twelve Lakh Only). Performance security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a nationalized bank, Bank Guarantee from a nationalized bank in an acceptable form in favour of Pay and Accounts Officer, Ministry of External Affairs, payable at New Delhi. Performance security should remain valid for a period of 60 days, beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.

9. **CONTRACT PERIOD.**

9.1 The successful bidder will enter into an Agreement with Overseas Indian Affairs-II Division, Ministry of External affairs (draft agreement is attached as **Annexure-I**). The period of contract will be 02 years from the date of award of contract and extendable for same duration on same terms and conditions, on mutual agreement. 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.

9.2 In case services of the Bank is found unsatisfactory on any of the account their services may be terminated immediately without any advance notice. MEA reserves the right of making appraisal of the services of the successful Bank.

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

10. Interested SCBs are requested to submit their Technical and Financial Bids in separate sealed covers. Both the sealed covers containing Technical & Financial are required to be put in another sealed cover superscribed "Expression Of Interest For Hiring Banking Services For Payment Gateway For Pravasi Bharatiya Divas (Pbd) Convention 2023". Sealed Covers should

physically reach the following addressee latest by 02 October 2022 by 1700 hrs:

Section Officer (OIA-II)

Room No. 930, 10th Floor, Akbar Bhawan, Chankyapuri, New Delhi.

Bids received after due date will not be entertained.

(Manika Jain)
Additional Secretary (OIA)
Email: as.oia@mea.gov.in
Telephone: 011-24676210

AGREEMENT

Between

MINISTRY OF EXTERNAL AFFAIRS

And

_____ **BANK LTD**

For collection of online fees for services rendered under OIA-II Division of MEA

This agreement is made on _____ (date) between:

Ministry of External Affairs (MEA), Government of India, having its office at Akbar Bhawan, Chankyapuri, New Delhi 110021 (hereinafter referred to as “**MEA**”, which expression shall be deemed to include its successors and assigns) of the One Part;

And

_____, Company incorporated under Companies Act, 1956 and licensed as a Scheduled Commercial Bank (SCB) under the Second Schedule of the RBI Act, 1937 and having its Registered address _____, (hereinafter referred to as “_____”) which expression, unless excluded or the context otherwise required hereof includes all its successors, administrators and assigns of the Second Part.

MEA and _____ Bank shall hereinafter collectively referred to as the “Parties” and individually as “Party”.

WHEREAS:

MEA is providing facility for online collection of Registration Fees or any other fees, by Overseas Indians and people within India for Pravasi Bharatiya Divas Convention (hereinafter referred to as “PBD”) through a secure payment gateway:

_____ Bank is in the business of providing Payment Gateway Aggregation services including Debit/Credit Card Payment, Internet Banking, Mobile Banking etc.;

MEA and _____ Bank are desirous of entering into an arrangement whereby the payer will be provided with a facility of making their payments to MEA through MEA's Pravasi Bharatiya Divas (PBD) Portal. The beneficiary visiting the PBD portal (<http://PBDindia.gov.in>) will be provided with one or more of the following facilities:-

- (i) Payment Gateway Facility for Maestro, MasterCard, VISA, RuPay Cards – both Debit Cards and Credit Cards of all major banks and order Cards like AMEX, Diners etc., when available.
- (ii) Internet Banking of _____ Bank and other Banks.
- (iii) Mobile Banking/IMPS, RTGS, NEFT etc. when available; and

The Parties hereto have agreed that their respective rights and obligations with regard to their relationship between them inter se for use of _____ Bank facility will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this agreement.

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

1. TERMS AND CONDITIONS OF ONLINE COLLECTION.

1.1 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 MEA by using a valid Credit Card/ Debit Card/ Pre- Paid Card/ Mobile Banking (IMPS)/ Net Banking account and makes payments for the same using _____ Bank's platform on MEA's website.
- (ii) "MEA" shall mean and include the organisation facilitating online payment for Pravasi Bharatiya Divas by end user through their Portal.
- (iii) "Website" shall mean the PBD Portal.

- (iv) “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.
- (v) “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.
- (vi) “Chargeback transaction” shall mean those transactions which the “end user” disputes for not having made the payment to the PBD portal.

- 1.2 End user will log in the PBD portal and fill in certain basic information like name, address, etc. as required and decided by MEA which are essential for the receipt. The payer will have various online payment options as per arrangement with _____ Bank. _____ Bank and MEA agrees that Interchange Fees as per **Annexure-II** shall be borne by payer (end user). While making the payment, the details of all charges will be mentioned, on PBD Portal. All the collections will be credited to the Account designated as “MEA Account”.
- 1.3 On confirmation of payment, a return URL will be sent to the PBD portal and also the Unique Transaction ID (this transaction ID will be Unique and needed as a reference for future communication with _____ Bank) generated by _____ Bank portal with the success/ failure flag and takes the use back to the MEA website.
- 1.4 Any disputes regarding the payment resulting in refunds or otherwise of the amount duly received by PBD Portal through _____ Bank shall be dealt with, by and between MEA and the payer directly and _____ Bank shall not be party to such dispute.
- 1.5 MEA shall provide means to resolve all queries raised by beneficiaries pertaining to their transactions facilitated by _____ Bank and which have finally resulted in remitting money into MEA account.

- 1.6 MEA shall not at any time require the end user to provide them with any details of their Bank accounts/Card details including the password, account number, end user ID etc., assigned to the payer, except authentication as may be required for enabling the online payment. MEA through their website (<http://PBDindia.gov.in>) hereby undertakes and agrees not to describe itself as agent or representative of _____ Bank, or to give warranties which may require _____ Bank to undertake or to be liable for, directly or indirectly, any obligation and/or responsibility to the Revenue Payer or any third party.
- 1.7 MEA agrees that _____ Bank is a payment aggregator facilitating multiple payment options to the end user. _____ Bank receives funds from all the payment channels of partner Banks and settles to the Focal Point Branch/ accredited Bank Branch as per RBI guidelines dated 24th November 2009. The settlement with the account of MEA shall be the responsibility of the Focal Point Branch/accredited Bank Branch as per RBI guidelines/ Government guidelines in this regard. MEA will take complete responsibility for the transactions going through their system. MEA further agrees that _____ Bank's liability for the transaction between the MEA and the end user is restricted to the settlement of payment to the accredited Bank only.

2. REMITTANCE OF COLLECTIONS.

- 2.1 _____ Bank will make a daily closure of the amount at 23:59 hours for amount received through Debit/Credit Cards/Aggregator Service. The amount so collected will be credited to the MEA Account on the next working day under normal circumstances. The amount collected in the Government Account will be transmitted to RBI as per extant CGA & RBI Guidelines. The amounts received after the aforementioned cut off times will be treated as receipts on the next working days and credited to RBI accordingly. In any case the amount will be remitted on T+1 basis to the accredited bank branch, "T" being the date of transaction by the applicant. The accredited branch will be settling with RBI by T+2, "T" being the credit to accredited bank branch. _____ Bank will be liable to pay penalty at Bank Rate for delayed settlements as per Payment and Settlement Act 2007 of RBI.
- 2.2 The rate of exchange from US\$ to INR shall be the rate of exchange prevailing on the transaction date.

2.3 In case of customer/end user dispute, MEA would facilitate the resolution by providing necessary documents/ information.

3. PROVIDING COLLECTION INFORMATION TO MEA.

3.1 As per the arrangement with _____ Bank a daily and weekly MIS report about amount collected under various heads of accounts (OIA-II Division services) can be downloaded from the Panel of _____ Bank.

3.2 The above mentioned MIS files will be consolidated and will be provided to MEA through _____ Bank panel.

3.3 MEA shall also be provided secured access to _____ Bank server for downloading these MIS reports.

3.4 Principal CCA, MEA shall also be provided with a link to access OIA-II Division online payment collection data by _____ Bank.

3.5 Serial wise application number by each applicant and collections entry by entry and also cumulative collections will be shown on the MEA server by MEA. The MIS will indicate the details of collection of each applicant irrespective of the fact of success obtained or not. The total collection of the day with details of individual collection in place is the spirit of MIS.

4. RECONCILIATION AND GENERATION OF EXCEPTION REPORTS.

4.1 Reconciliation procedure for remittance into bank transaction shall be two stage reconciliation of the payment data MIS sent to MEA server by the _____ Bank.

4.2 Reconciliation of total collected amount reported by the _____ bank in MIS sent to MEA server with the actual amount credited to account designated by MEA.

4.3 Generate exception reports by processing the MIS sent by _____ Bank and data received from payers.

5. HANDLING OF EXCEPTIONS/ERRORS.

In case of duplicate payments having been received by the MEA against the same unique ID, the _____ bank shall provide a statement for the same

giving all the relevant details and the excess amount received shall be reimbursed to the _____ Bank by the MEA after due enquiry and ascertaining about the duplicity of amount received against the same unique ID.

6. RECORD RETENTION.

The parties hereby agree that in the course of performing the functions and obligations under the Agreement, the Parties shall retain all records and information for a period of TEN years, after termination or completion of agreement, after extension to the Agreement, if any.

7. INDEMNITY.

7.1 “MEA” hereby undertakes and agrees to indemnify _____ Bank and hold _____ Bank harmless and keep at all times fully indemnified and hold harmless from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of:

- (i) Any breach by MEA under this agreement; or
- (ii) Any claim or proceedings brought by the payer against _____ Bank in respect of any Payment facilitated by _____ Bank and actually received by the MEA; or
- (iii) Any chargeback claims by the end user where _____ Bank inform the MEA and the MEA fails to provide relevant documentary evidence within 7 days to contest such claim.

7.2 MEA 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 MEA’s infringe intellectual property rights (Website Name <http://PBDindia.gov.in>). _____ Bank shall: (i) Provide prompt written notice of such claim to the “MEA” (ii) allow “MEA” to defend any such claim using counsel of its choice. (iii) not settle any such claim without the express written consent of the “MEA”.

7.3 _____ Bank shall also fully indemnify or hold harmless MEA against any direct loss, costs, charges, expenses, demand or liability arising out of claim made by the third party as a result of any material

breach of terms and conditions or any of its undertaking or obligation under this agreement.

8. SET OFF OF PAYMENTS.

In case of Chargeback (defined in 1(f) above) _____ Bank shall inform the MEA and in case MEA fails to provide relevant documentary evidence to _____ Bank Limited within 7 days for contesting such claim then “_____ Bank” shall be entitled to receive monies from MEA or entitled to set off payments as under:

- 8.1 Forthwith debit the amount from the aggregate amount's being held by it for payment to MEA; and/or;
- 8.2 Deduct the outstanding amount from subsequent credits due to MEA and/or;
- 8.3 If there are insufficient funds available for such recovery, claim from MEA the amount paid to MEA by “_____ Bank” in respect of the relative payment; which, MEA on receipt of the claim from “_____ Bank” undertakes forthwith to pay to “_____ Bank”, the amount of the refund to the extent to which such funds proves inadequate. The refund shall be paid within 30 days of receipt of claim/invoice from “_____ Bank”.

9. LIMITATION OF LIABILITY.

9.1. Without prejudice to any other provisions of this Agreement, the _____ Bank shall not be liable to the "MEA" for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with the payments facilitated by _____ Bank and/or this Agreement, including without limitation any:-

- (i) Loss of data contained in the Website and/or the servers maintained by the "MEA" arising directly or indirectly by use of the payment mechanism;
- (ii) Any interruption or stoppage in the beneficiary's access to and/or the use of the _____ Bank:

- (iii) Any breach of security in respect of or loss of data residing on the server of the “MEA” or on the server of a third party designated by the MEA.
- (iv) Any failure or delay in performing the Services, if such failure or delay: (i) is caused by the MEA’s acts or omissions; (ii) results from actions taken by the _____ Bank in good faith to avoid violating Applicable Law or to prevent fraud on a beneficiary or (iii) is caused by any of the circumstances specified in Clause 9.2 below.

9.2 In the performance of the Services, the _____ Bank shall be entitled to assume that:

- (i) Messages that originate from the server of the “MEA” or the server of a third party designated by MEA.
- (ii) Messages that originate from the beneficiary are deemed to be authorized by the payer.

10. TERMS OF TERMINATION.

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

10.1 If the “MEA” 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 a similar tenure.

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

10.3 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.

11. CONFIDENTIALITY.

11.1 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 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 rightfully 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 payerdata of the Banks/Cards and end userdata shall always remain confidential and proprietary information.

11.2 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.

12. GENERAL PROVISIONS.

12.1 **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.

12.2 **Force Majeure.** Neither Party shall be held responsible for any consequences or 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 to terminate this Agreement with a notice of 30 days to the other party.

12.3 **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.

12.4 **Severability.** In the event that 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.

12.5 **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 Conciliation Act, 1996 (the "Act")

The Parties agree with respect to such arbitration that:

- (i) The arbitration proceedings shall be conducted in English and the place of arbitration shall be Delhi.
- (ii) 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.
- (iii) 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 thereby and to act accordingly.

12.6 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of India and subject to Clause 12.5 above, the courts located at Delhi shall have exclusive jurisdiction in the event of any dispute.

12.7 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

13. NOTICES.

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

For Bank

New Delhi-110037

For MEA

OIA-II Division

Ministry of External Affairs

Akbar Bhawan, Satya Marg, New Delhi-110021

14. SURVIVAL.

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

IN WITNESS WHEREOF 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 OIA-II On Behalf of _____
Division (Ministry of Bank
External Affairs)**

Signature

Name

Designation

Seal

Witness

Signature

Name of

Witness

Designation

Annexure-II

_____ Bank will charge the end user paying the following interchange fee in terms of the provisions of this Agreement to _____ Bank as Interchange fees depending on the gateway provided.

Sl. No.	Payment Channel	Transaction Charges (in INR)
1.	Internet Banking	
2.	Net Banking of other Banks	
3.	Debit Cards (Domestic) (Master/Maestro/Visa/Rupay)	
4.	Debit Cards (International) (Master/Maestro/Visa)	
5.	Credit Card (Domestic) (Master/Visa/Amex/Rupay)	
6.	Credit Card (International) (Master/Visa/Amex/Maestro)	
7.	IMPS	
