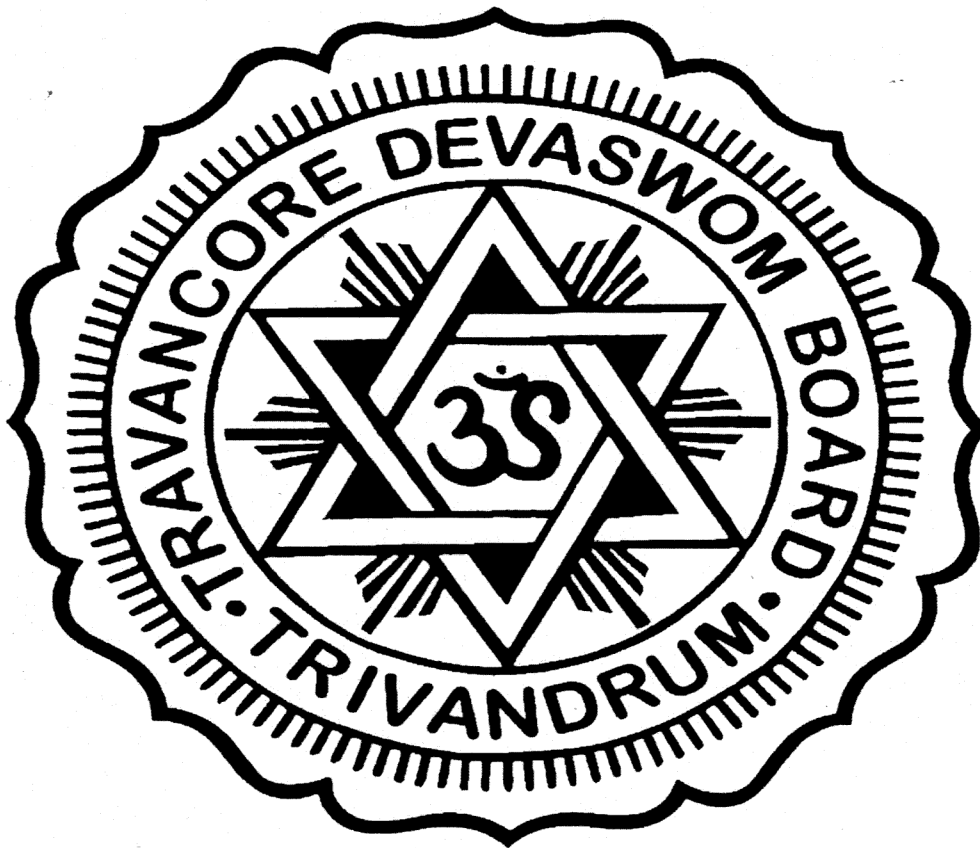


**EXPRESSION OF INTEREST (EOI) FOR HIRING
BANKING SERVICES FOR DIGITAL CASH TRANSACTIONS
IN TEMPLES AND OFFICES UNDER TRAVANCORE
DEVASWOM BOARD (For Scheduled Commercial
public/private Banks only)**



**TRAVANCORE DEVASWOM BOARD
KERALA**

**Expression of Interest (EOI) for Hiring Digital cash transaction
Banking Services for temples and offices under Travancore
Devaswom Board.**

Tender No. 001/2023/IT dated 04/04/2023.

Time lines for the Expression of Interest (EOI)

Sr. No.	Item	Date	Time
1.	Date of Announcement	04/04/2023	1200 hrs
2.	Starting Date of Submission of bids	04/04/2023	1300 hrs
3.	Date of Pre- Bid meeting for any clarifications / explanation	13/04/2023	1200 hrs
4	Last date of submission of bids	24/04/2023	1700 hrs
5	Date of opening of Technical Bid	26/04/2023	1100 hrs
6	Date of opening of Financial Bid and the declaration of results subject to further scrutiny of documents	26/04/2023	TBC

*TBC – To Be Confirmed *

[Bid Value: Rs.4,00,00,000/-]

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

1. INTRODUCTION.

Travancore Devaswom Board is a statutory and autonomous body constituted in the year 1950 under the Travancore Cochin Hindu Religious Institutions Act, 1950 (Act XV of 1950) which manages around 1250 temples across the southern part of Kerala. The regular operations of one of the major temples of India, Sabarimala temple works under the guidance of Travancore Devaswom Board. TDB is formed with an objective to maintain and protect temples and temple properties. It also gives its prime priority towards pilgrim welfare and belief.

2. OBJECTIVE.

The objective of this EOI is to select Scheduled Commercial Banks (SCBs) for providing Digital Cash Transaction Services for the temples and offices maintained by Travancore Devaswom Board. These digital cash transaction services include UPI payment system, Debit/Credit Card transactions, Payment Gateway service. The selected Banks will enter into a Contract at **Annexure-I** with the Devaswom Commissioner, Travancore Devaswom Board for providing the aforesaid services.

3. SCOPE OF WORK.

Travancore Devaswom Board plans to provide digital cash transaction facilities to the devotees who avails various services from us. Travancore Devaswom Board receives an income of 700 crore rupees annually. If digital transactions are to be introduced to the devotees, we expect that around 30%-40% of the total transactions will be done digitally. We also expect a nominal hike in generation of income via these services.

The detailed Scope of Work for the said services includes the following: -

- 3.1 Facility to receive payment through dynamic QR system at temple counters for the services offered at temples.
- 3.2 Facility to receive payments through all types of Debit and Credit cards of all banks at temple counters for the services offered at temples.
- 3.3 Facility to receive building rent through POS machine for the buildings under Travancore Devaswom Board.
- 3.4 Facility to receive room rent for the guest houses under TDB
- 3.3 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 the online booking service website regarding payment interface and provide the service during the operations of its Payment Gateway.
- 3.3 TDB is expecting the bank to support us in development of a billing software which can be used in the POS machine provided by the bank for various services.
- 3.4 Bank is expected to provide the minimum service level of 99% during the operations of these services.
- 3.5 The selected bank should provide necessary technical assistance and problem redressal regarding the POS machines during agreement period.

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 Digital cash transaction Services 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 Bidder should have at least a branch or office in every devaswom district where the offices/temples under TDB are located.
- 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 UPI payments and 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 Departments of Government of Kerala 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: Travancore Devaswom Board 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 technical bid.
(ii)	Proof of bank with own VPA service.	Proof of VPA service registered in NPCI.
(iii)	Tie up with other service provider for VPA service.	Proof of agreement / self-certification with other VPA service providers.
(iv)	Bank with own payment gateway.	Proof of payment gateway registered with RBI to be attached.
(v)	Tie up with other payment gateways registered with RBI.	Proof of agreement / self-certification with other payment gateway service providers.
(vi)	Number of corresponding banks (foreign).	Self-certification by tenderer of the number of foreign corresponding banks.
(vii)	International presence	Proof/ Self-certification by bidder certifying branches/ presence abroad.
(viii)	Proof of branches in devaswom districts.	Proof/ Self-certification by bidder certifying branches in every devaswom districts.

4.3. FINANCIAL BID DOCUMENT.

4.3.1 The Bank has to provide the service on a no-cost basis i.e., no service charges of any kind should be levied on TDB.

4.3.2 The bank has to provide android POS machines which supports UPI transactions and Debit/Credit card transactions. The said POS machine should be able to integrate with a billing software which is installed in the same device or another device.

- 4.3.3 The bank has to provide necessary technical support, service and problem redressal for the POS machines installed at various centers.
- 4.3.4 The bank has to provide necessary technical support for payment gateway system if necessary.
- 4.3.5 The Interested SCBs are requested to fill and submit its service charges for different modes of payment as given at **Annexure-II**.
- 4.3.6 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 13/04/2023 at **1200 hrs.** to clarify issues if any related to this EOI for all prospective bidders at Conference Room, Travancore Devaswom Board Headquarters, Nanthancode, Trivandrum, Kerala. TDB 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 10,00,000 (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 favor of Devaswom Commissioner, Travancore Devaswom Board, payable at Trivandrum. 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 favor of Devaswom Commissioner, Travancore Devaswom Board. 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 TDB Headquarters premises in the presence of Devaswom Commissioner, 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 26/04/2023 at **1100 hrs.** in Conference Hall, Travancore Devaswom Board Headquarters, Nanthancode, Thiruvananthapuram, Kerala 695033.

8. EVALUATION OF BIDS & AWARDING OF CONTRACT.

7.1 Evaluation of Technical bid.

The eligibility of the bidders will be evaluated ie., Technical Bids, in the first instance will 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 charges will be awarded the contract i.e., TDB will assess the total charge levied on TDB for setting up a single functional POS machine including machine rental and transaction charges and transaction charges for payment gateway. **All quotations must be in Indian Rupees and not in percentage.**

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

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

7.2.4 During the period of Agreement, attempts with or without requests for increasing the quoted rates will not 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.20,00,000/- (Rupees Twenty 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 Devaswom Commissioner, Travancore Devaswom Board, Nanthancode, payable at Trivandrum. 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 Travancore Devaswom Board (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. TDB reserves the right of making appraisal of the services of the successful Bank.
- 9.3 TDB has the right to terminate the contract if during the review process, it is found by TDB 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 Digital Cash Transaction Banking Services for Travancore Devaswom Board". Sealed Covers should physically reach the following addressee latest by **24/04/2023** by **1700 hrs**:

Devaswom Commissioner

Devaswom Commissioner Office, Travancore Devaswom Board,
Nanthancode, Thiruvananthapuram, Kerala 695003.

Bids received after due date will not be entertained.

Devaswom Commissioner

Travancore Devaswom Board

Annexure-I

AGREEMENT

Between

TRAVANCORE DEVASWOM BOARD

And

_____ **BANK LTD**

For Digital cash transaction Banking Services in temples and offices under Travancore Devaswom Board

This agreement is made on _____ (date) between:

Travancore Devaswom Board, having its office at Devaswom Board Jn. Nanthancode Post, Thiruvananthapuram (hereinafter referred to as “**TDB**”, 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.

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

WHEREAS:

TDB is providing facility for both online and offline collection of digital money as fees for the services offered to public through a secure payment system:

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

TDB and _____ Bank are desirous of entering into an arrangement whereby the payer will be provided with a facility of making their payments to TDB through both online and offline systems maintained by TDB.

Here offline refers to payments made by beneficiaries through POS machines at temples or offices which includes the following facilities: -

- (i) Dynamic QR enabled UPI service.
- (ii) POS 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.

Online refers to the TDB websites which offers services to the public. The beneficiary visiting the TDB portal (<https://sabarimalaonline.org> and <https://onlinetdb.com>) 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) Payment through Unified Payment Interface (UPI)
- (iii) Internet Banking of _____ Bank and other Banks.
- (iv) 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 DIGITAL CASH 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 user / Customer/ Devotee” shall mean the persons who, from time to time, may make payments to TDB by using a valid Credit Card/ Debit Card/ Pre- Paid Card/ Mobile Banking (IMPS)/ Net Banking/ UPI account and makes payments for the same using _____ Bank’s platform on TDB’s website or through any other method.
- (ii) “Service point or temple” shall mean the place where the person avails or books his/her desired service from.
- (iii) “TDB” shall mean and include the organization facilitating online and offline services to the end user through their Portal or applications.
- (iv) “Website” shall mean the portal/portals under TDB.
- (v) “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.
- (vi) “Chargeback transaction” shall mean those transactions which the “end user” disputes for not having made the payment to the TDB portal.
- (vii) “TDB Portal” shall mean the website or websites under TDB which are used for giving services to the devotees.

(viii) “pooja/vazhipadu, room booking, prasadam booking, Kanikka/Annadanam donation” shall mean the services offered to end user at temples or offices.

(ix) “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.

(x) “Online collection” or “Online” shall mean the digital money collected through payment gateway provided by _____ bank.

(xi) “Offline collection” or “Offline” shall mean the digital money collected through POS machines installed at service points.

1.2 _____ bank is complied with all the regulations and conditions listed under the following acts:-

- a. Banking Regulations Act 1949.
- b. Payment and Settlement Systems Act, 2007 (PSS Act).
- c. IT Act, 2000 and the IT Rules, 2011.
- d. Payment and Settlement Systems Act, 2007 (PSS Act)
- e. DPSS.CO.PD.No.1102 /02.14.08/ 2009-10 dated November 24, 2009.
- f. NPCI/UPI/OC-142/2021-22 dated 25th March 2022
- g. NPCI/UPI/OC No.160/2022-23 dated 28th December 2022.

1.3 The _____ bank is complied with all the regulations, instructions and mandates issued by RBI, NPCI and other regulatory bodies from time to time.

1.4 For Online collection

- (i) End user will log on to the TDB portal and fill in certain basic information like name, address, etc. for login purpose as required and decided by TDB which are essential for the receipt of payment. The end user will select the temple from which he/she avails the service, then he/she have to select the required service (pooja/vazhipadu, room booking, prasadam booking, Kanikka/Annadanam donation). After that the payment for the corresponding service should be made. The amount collected digitally will be transmitted to respective accounts of devaswom accounts officer maintained for a particular devaswom group. In the case of Sabarimala all payments will be credited to a separate account head. All details regarding the pool accounts will be shared separately by TDB with the bank after entering into the agreement. The payee will have various online payment options as per arrangement with _____ Bank. _____ Bank and TDB 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 TDB Portal.
- (ii) On confirmation of payment, a return URL will be sent to the TDB 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 user back to the TDB website.
- (iii) Any disputes regarding the payment resulting in refunds or otherwise of the amount duly received by TDB through _____ Bank shall be dealt with, by and between TDB and the payer directly and _____ Bank shall not be party to such dispute.
- (iv) TDB 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 TDB account.

- (v) TDB 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. TDB through their websites (<https://sabarimalaonline.org> and <https://onlinetdb.com>) 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.
- (vi) TDB 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 TDB shall be the responsibility of the Focal Point Branch/accredited Bank Branch as per RBI guidelines/ Government guidelines in this regard. TDB will take complete responsibility for the transactions going through their system. TDB further agrees that _____ Bank's liability for the transaction between the TDB and the end user is restricted to the settlement of payment to the accredited Bank only.

1.5 For Offline collection

- (i) The word offline collection refers to the collection of digital money which is received at the service points.
- (ii) End user will come to the service availing point and request for the Pooja/Vazhipadu booking or Prasadam booking or rent payment or room booking. Once the service request is received from end user the staff at the service point will add the desired services to the cart of billing software and proceed or checkout.

While at the time of checkout software will ask for the payment method, where there are three types.

a. Cash

- i. In this mode of payment, the end user will pay physical currency to the counter and the _____ bank shall hold no responsibility with this mode payment.

b. UPI

- i. In this mode of payment, the end user will select the service and the person in the counter will proceed with the selection in the cart and a dynamic QR code corresponding to the respective amount will be shown in the display of the POS machine. Once it is shown the end user shall scan the QR code in his/her UPI app and the same amount will be reflected in the particular UPI application. As soon as the transaction is successfully made a correspondence for the transaction will reflect in POS machine. After that the same correspondence will reach the billing software and the counter staff will be able to print a receipt for the service availed.

c. Debit/Credit Card

- i. In this mode of payment, the end user will select the service and the person in the counter will proceed with the selection in the cart and the respective amount will be shown in the display of the POS machine. Once it is shown the end user's any type of valid debit/credit card can be used for making payment. As soon as the transaction is successfully made a correspondence for the transaction will reflect in POS machine and counter staff will be able to print a receipt for the correspondence. After that the same correspondence will reach the billing software and the counter staff will be able to print a receipt for the service availed.

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 TDB Account on the next working day under any circumstance. The amount collected digitally will be transmitted to respective accounts of devaswom accounts officer maintained for a particular devaswom group. The amounts received after the aforementioned cut off times will be treated as receipts on the next working days and credited to TDB account of accredited bank branch 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 end user. The accredited branch will be settling with partner bank of TDB by T+1, “T” being the credit to accredited bank branch.
- 2.2 _____ Bank will be liable to pay penalty at Bank Rate for delayed settlements as per Payment and Settlement Act 2007 of RBI.
- 2.3 The rate of exchange from US\$ to INR shall be the rate of exchange prevailing on the transaction date.
- 2.4 In case of customer/end user dispute, TDB would facilitate the resolution by providing necessary documents/ information.

3. PROVIDING COLLECTION INFORMATION TO TDB.

3.1 For Offline Collection

- 3.1.1 As per the arrangement with _____ Bank a daily and weekly MIS report about amount collected under various heads of accounts can be downloaded for each POS machine installed in each temple from the Panel of _____ Bank.
- 3.1.2 _____ Bank will provide bifurcated logins for each POS machine, each temple, each group and all devaswom groups combined.

- 3.1.3 The above-mentioned MIS files will be consolidated and will be provided to TDB through _____ Bank panel.
- 3.1.4 TDB shall also be provided secured access to _____ Bank server for downloading these MIS reports.
- 3.1.5 Devaswom Commissioner and Devaswom accounts officer shall also be provided with a link to access payment collection data by _____ Bank.
- 3.1.6 Serial wise application number by each applicant and collections entry by entry and also cumulative collections will be shown on the TDB server by TDB. 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.

3.2 For Online Collection

- 3.2.1 As per the arrangement with _____ Bank a daily and weekly MIS report about amount collected under various heads of accounts can be downloaded from the Panel of _____ Bank.
- 3.2.2 The above-mentioned MIS files will be consolidated and will be provided to TDB through _____ Bank panel.
- 3.2.3 TDB shall also be provided secured access to _____ Bank server for downloading these MIS reports.
- 3.2.4 Devaswom Commissioner and Devaswom accounts officer shall also be provided with a link to access online payment collection data by _____ Bank.
- 3.2.5 Serial wise application number by each applicant and collections entry by entry and also cumulative collections will be shown on the TDB server by TDB. 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 TDB server by the _____ Bank.
- 4.2 Reconciliation of total collected amount reported by the _____ bank in MIS sent to TDB with the actual amount credited to account designated by TDB.
- 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 TDB 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 TDB 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 “TDB” 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 TDB 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 TDB; or
- (iii) Any chargeback claims by the end user where _____ Bank inform the TDB and the TDB fails to provide relevant documentary evidence within 7 days to contest such claim.

7.2 _____ Bank shall also fully indemnify or hold harmless TDB 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(1.1(vi)) above) _____ Bank shall inform the TDB and in case TDB 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 TDB 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 TDB; and/or;
- 8.2 Deduct the outstanding amount from subsequent credits due to TDB and/or;
- 8.3 If there are insufficient funds available for such recovery, claim from TDB the amount paid to TDB by “_____ Bank” in respect of the relative payment; which, TDB 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 “TDB” 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 “TDB” 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 “TDB” or on the server of a third party designated by the TDB.
- (iii) Any failure or delay in performing the Services, if such failure or delay: (a) is caused by the TDB’s acts or omissions; (b) results from actions taken by the _____ Bank in good faith to avoid violating Applicable Law or to prevent fraud on a beneficiary or (c) 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 “TDB” or the server of a third party designated by TDB.
- (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 “TDB” 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 TDB may terminate the agreement by giving 30 days’ notice in writing to the _____ bank.
- 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 mean 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 payer data of the Banks/Cards and end user data 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 endeavor 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 Thiruvananthapuram district, Kerala state.
- (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 Kerala 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

For TDB

Devaswom Commissioner
Travancore Devaswom Board
Nanthacode
Thiruvananthapuram
695033

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 TDB On Behalf of _____ Bank

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 service provided.

SI. No.	Payment Channel	Transaction Mode (Online/Offline)	Transaction Charges (for INR 100)
1	Internet Banking	Online	
2	Netbanking of other banks	Online	
3	Debit Cards (Domestic) (Master/Maestro/Visa/Rupay)	Online	
4	Debit Cards (International) (Master/Maestro/Visa)	Online	
5	Credit Cards (Domestic) (Master/Visa/Amex/Rupay)	Online	
6	Credit Cards (International) (Master/Visa/Amex/Maestro)	Online	
7	IMPS	Online	
8	Debit Cards (Domestic) (Master/Maestro/Visa/Rupay)	Offline	
9	Debit Cards (International) (Master/Maestro/Visa)	Offline	
10	Credit Cards (Domestic) (Master/Visa/Amex/Rupay)	Offline	
11	Credit Cards (International) (Master/Visa/Amex/Maestro)	Offline	
12	UPI	Online and Offline	

Other Charges (If any)

SI. No.			