

**Directorate General of Hydrocarbons
Ministry of Petroleum & Natural Gas
Govt. of India, India**

Phone No : (+91)-120-2472000	Office of : Director General (DGH)
Tele Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA

FORWARDING LETTER

To,

Sub: Payment Gateway solutions service provider for DGH web portals.

Dear Sir,

1.0 DGH invites you to submit your lowest price offer for aforesaid services at DGH, Noida at OIDB Bhawan. The salient features of the tender are:

1	Request For Proposal No.	MM-14/8/2016-DGH/ENQ-65
2	Brief Description of the Services / Scope of Supply	Payment Gateway solutions service provider for DGH web portals.
3	Last date of submission of offer	07/04/2017 up to 14-00 hrs.(IST)
4	Place of Submission	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
5	Bid Opening Time, Date & Place	07/04/2017 at 1500 Hrs. (IST)
6	Proposal validity	60 days from bid closing date.
7	Contract Period	03 years from the date of commencement of contract.
8	Bid Security/ Security Deposit	Nil

4.0 Bidders are requested to go through the complete bid documents, Scope of work/supply etc. in particular before filling and submission of the RFP/tender Documents.

5.0 Single Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s).

6.0 Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.

7.0 DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.

8.0 DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations.

Other details and terms/conditions are as per the following **Annexure I – IV**.

You are invited to submit your bid against the above tender.

Thanking you,

Ankit Gupta
EE (M)-MM
For Directorate General of Hydrocarbons

Encl: As above

MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between DGH and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 DGH:

DGH or Directorate General of Hydrocarbons., India means an organization including its successors, under the Ministry of Petroleum & Natural Gas, Government of India.

1.3 SITE:

Shall mean the place in which the services are to be carried out or places approved by the DGH for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 DGH'S SITE REPRESENTATIVE:

Shall mean the person or the persons appointed by DGH from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by DGH and to whom work has been awarded under this contract and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary written consent of DGH.

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the DGH as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by DGH.

1.10 DAY

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

1.11 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the DGH for/under the CONTRACT and amendments thereto.

1.12 WORKS / OPERATIONS:

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.13 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

1.14 MOBILISATION:

Shall mean rendering the necessary equipment fully manned and equipped as per requirements of the CONTRACT and ready to begin work at designated site. The date and time of DGH's acceptance will be treated as the date and time of mobilisation.

1.15 DEMOBILISATION:

Shall mean the removal of all things forming part of the mobilization from the site designated by DGH. The date and time of DGH's acceptance shall be treated as the date and time of demobilization

1.16 DRAWINGS:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the CONTRACT together with modification and revision thereto.

1.17 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.18 INSPECTORS:

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT.

1.19 TESTS:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by DGH or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.20 FACILITY:

Shall mean all property of the DGH owned or hired by DGH.

1.21 THIRD PARTY

Shall mean any group, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.22 APPROVAL:

Shall mean and include the written consent duly signed by DGH or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.23 SINGULAR/ PLURAL WORDS:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

1.24 GROSS NEGLIGENCE:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

1.25 WILLFUL MISCONDUCT:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 SCOPE OF SUPPLY / WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications at **Annexure-III.**

3.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

3.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract. This date of issue of LOA shall be treated as the Effective Date of Contract.

3.2 MOBILISATION TIME: The mobilization should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in

readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

3.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which implementation and integration of payment gateway with DGH web portal is completed in all respects shall be treated as date of commencement of Contract.

3.4 DURATION OF CONTRACT: The contract shall be for the period 03 years from the date of commencement of Contract, as per scope of work mentioned at Annexure-III.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work / Technical Specifications (**Annexure-III**) in most competent manner both technically & systematically and also in economic and cost effective manner.

4.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all manpower as required to perform the work.

4.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

4.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF DGH: DGH shall, in accordance with and subject to the terms and conditions of this contract:

5.1 Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of DGH by the terms of the contract.

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

6.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of

Work / Technical Specifications (**Annexure -III**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

6.0 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Noida/field site, enroute/local boarding, lodging, medical attention etc. DGH shall have no liability or responsibility in this regard.

6.1 Contractor's key personnel shall be fluent in English language (both writing and speaking).

7.0 WARRANTY AND REMEDY OF DEFECTS

7.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

7.2 Should DGH discover at any time during the tenure of the Contract or within 2 (two) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

8.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

8.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication: HOD (MM), Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049.

(b) For reports and payments: HOD(F & A), Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049.

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax:.....

9.0 DUTIES AND POWER /AUTHORITY:

9.1 The duties and authorities of the DGH's site representative are to act on behalf of the DGH for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- iii. He will extend full co-operation to DGH's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- iv. To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

10.0 CONTRACT DOCUMENT:

10.1 Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

10.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

10.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

10.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

10.5 Waivers and amendments:

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party. Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

11.0 REMUNERATION AND TERMS OF PAYMENT

11.1 DGH shall make the payment to the contractor in the event of refund/ exceptional situation only. In the event of any dispute in a portion or whole of any invoice, DGH shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

11.2 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1 A Claims

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 B. Notice of claims

CONTRACTOR or DGH, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, Customs Duty, Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.4 Personnel taxes

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Tax shall be deducted at source as per Indian Tax Laws.

12.5 Corporate taxes

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT.

12.6 If it is so required by the applicable laws in force at the time of payment, DGH shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

12.7 It is noted that CONTRACT u/s 195 (2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by DGH from the concerned Income Tax authorities in India.

12.8 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

13.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR 10 (Ten) day's written notice.

14.0 PERFORMANCE BOND (Not Applicable)

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ of Rs. /-, with validity 60 days beyond the contract period, to be submitted within 10 days of submitting the Letter of Award (LoA)/ Notification of Award (NoA) towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

15.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the DGH governing the operations. Should DGH feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to DGH's interest, the DGH shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 (seven) working days to replace the person by competent qualified person at CONTRACTOR's cost.

16.0 SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws. CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy. The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to

an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

16.1 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within DGH's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to DGH prior to start of work:

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates in respect of persons proposed to be deployed by them, for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier during the last five years.

17.0 SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

18.0 STATUTORY REQUIREMENTS

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof governing interalia customs stowaways, foreign exchange etc.

19.0 INSURANCE

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 16** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR”.

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

D) Deductible:- That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

E) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of DGH); and

(ii) subject to clause **20.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or

(ii) subject to clause **20.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel.

20.2 Indemnity by DGH:

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. SubCONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

(ii) subject to clause **20.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and

b) any loss or damage to :

(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.

(ii) Subject to clause **20.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.

21.0 TERMINATION

21.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

21.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in **clause 25**.

21.3 Termination on account of insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

21.4 Termination for unsatisfactory performance

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **07 days'** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

21.5 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment along with crew for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilise as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

21.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 05 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 07 (Seven) days written notice to the Contractor due to any other reason not covered under the above **clause from 21.1 to 21.6** and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination.

21.8 In the event of termination of contract, DGH will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

21.9 Consequences of termination

21.9.1 Upon termination of the Contract, Contractor shall return to DGH all of DGH's items, which are at the time in Contractor's possession.

21.9.2 In all cases of termination herein set forth, the obligation of the DGH to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

21.9.3 In case of termination of Contract herein set forth, except under **21.1, 21.2 and 21.7**, following actions shall be taken against the Contractor;

(i) DGH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between DGH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the contractor on holiday is issued. However, the action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

(ii) Pending completion of the enquiry process for putting the Contractor on holiday, DGH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

22.0 SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

23.0 WITHHOLDING

23.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of:

23.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

23.1.2 Contractor's un-cleared debt arising out of execution of the Contract.

23.1.3 Defective work not remedied by the Contractor.

23.1.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.

23.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to with-hold a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

23.1.6 Withholding will also be effected on account of the following :-

- (i) Garnishee order issued by a Court of Law in India.
- (ii) Income tax deductible at source according to Law prevalent from time to time in the country.
- (i) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.

24.0 CHANGE IN LAW

24.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

24.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

24.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

24.4 Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

24.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have

no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

24.6 Notwithstanding the provision contained in clause **24.1 to 24.4** above, the DGH shall not bear any liability in respect of :

(i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.

(ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

(iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

25.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part. The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their

retirement/resignation/severance from the service without specific permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

27.0 PREFERENCE TO LOCAL COMPANIES

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

28.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts at new Delhi (the place where the CONTRACT is signed in India).

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

29.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.

29.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

29.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

29.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.

29.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

29.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

29.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

30.0 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

31.0 INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

32.0 PATENT INDEMNITY

32.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

32.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

32.3 If the CONTRACTOR fails to notify the DGH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the DGH shall be free to conduct the same on its own behalf.

32.4 The DGH shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

32.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

33.0 INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties. Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the DGH and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

34.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts, a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights. c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

BID EVALUATION CRITERIA**A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTION CRITERIA**B.1 TECHNICAL REJECTION CRITERIA**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

Sr. No.	Criteria	Documents to be submitted
1	Bidder should be a registered company in India under Companies Act 2013 and should have been in operation for at least three years as on closing date of RFP.	Copy of the Certificate of Incorporation/ Certificate of Commencement of Business.
3	A registered company in India which is a payment gateway services provider authorized by RBI under the Payment and Settlement Systems Act, 2007 may respond to this tender as sole bidder.	Copies of Articles of Association and memorandum of understanding (MOU)
4	Bidder should be able to provide following services: (i) Online Payment Gateways services with acceptance of Credit Cards [Visa, MasterCard, Amex, Diners], Debit Cards [Visa, MasterCard, Maestro Card, RuPay] (ii) Electronic Payment Gateway Services through internet banking services, covering majority of Nationalized/scheduled banks on India.	(i) Certification from the respective partners clearly mentioning the Contract expiry dates. (ii) List of partner banks on company's Letterhead by authorised signatory.
6	Bidder should be PCI DSS and ISO 27001 Certified as on the date of submission of the bid.	Copies of valid PCI-DSS and ISO 27001 certificates
7	The bidder should have maintained operating profit during any two of the last three financial years (2013-14, 2014-15 and 2015-16).	Audited Financial statements or Copy of financial statement certified by Authorised Signatory
8	The bidder should have positive net worth for each of the last three financial years (2013-14, 2014-15 and 2015-16).	CA certificate to prove positive net worth during last three financial years (2013-14, 2014-15 and 2015-16).
9	Minimum annual turnover out of payment gateway business from Indian operations should not be less than Rs.1 Crore during each of the last 3 financial years (2013-14, 2014-15 and 2015-16), as per audited	Audited Financial statements certified by Authorised Signatory to be submitted.

	financial statements	
10.	Bidder should have 03 years' experience of rendering online payment services to Public Sector as well as Private Sector organizations in India.	Copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of respective contracts/LOI/NOA.
11.	Bidder should have experience of rendering online payment services to at least 01 client with provision of payment option in USD/foreign currency.	Copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of respective contracts/LOI/NOA.
12.	Bidder should have a disaster recovery Centre and business continuation plan in place.	Documentary Proof with copy of Plan.

B.2 COMMERCIAL REJECTION CRITERIA

The following vital commercial conditions should be strictly complied with, failing which the bid will be liable for rejection:

1.0 Proof of the issue of bid document along with techno-commercial bid.

1.1 The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with the offer.

2.0 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

2.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure-I** by attaching a copy of the tender document duly signed by the bidder on all the pages.

4.0 Offers of following kinds will be rejected:

a) offer Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.

- b)** Offers which do not confirm unconditional validity of 60 Days of the bid as indicated in the “Forwarding Letter for Invitation to Bid”.
- c)** Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d)** Offers which do not conform to DGH’s price bid format.
- e)** Offers which do not confirm to the contract period indicated in the bid.
- f)** The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- g)** Offers not accompanied by copy of PAN Card will be rejected.
- h)** Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
- i)** Offers not accompanied with the undertaking on the company’s letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.

5.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor’s personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

C. Price Evaluation Criteria:

- (i) Evaluation of bids:** Bid will be evaluated on the basis of Transaction deduction rate (TDR), and contract will be awarded to the technically acceptable bidder quoted the lowest value (%) of TDR.
- (ii)** If there is any discrepancy between the unit price and the price arrived after multiplication of unit rate and quantity of certain item/s, the unit price will prevail and the total price of the certain item/s shall be corrected for evaluation purpose only.
- (iii)** In case of tie among the bidders parallel rate contracts among the bidders can also be entered into.
- (iv)** Total price shall be inclusive of Custom Duty, Excise Duty and Service Tax, VAT/Work Contract Tax (Central or State), if any, in addition to any other statutory levies along with Transportation and Insurance charges.

D. General:

- 1.** The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
- 2.** The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.

1.0 Scope of Work:

The objective of this scope document is to select a service provider that will provide e-Payment gateway solutions to DGH web portals. DGH is about to launch 03-05 web portals for the upcoming policy/bidding rounds which would be required to integrate with the e-payment gateway solution for receiving the tender/EOI fee, Date package fee and others etc. Implementation and integration with DGH web portals will be in the scope of contractor.

The collected amount shall be transferred to the designated bank account of DGH within prescribed period. The details of bank account will be intimated to selected service provider.

1.1 Description of service:

a) The Bidder should be able to offer the following services:

Online Payment Gateway Services: Online Payment Gateways services covering acceptance of

- i. Debit Cards [Visa/ Master/ Maestro/ Rupay, etc.]
- ii. Internet Banking based debit to banks accounts, covering majority of Nationalized/Scheduled Banks of India.

b) Bidder should be able to accept payments in all major international currencies from customers abroad and in INR from domestic customers. Prices will be reflected in USD but payment will be accepted in all major international currencies credited in DGH account in equivalent INR. RBI reference rate on the transaction date will be taken for currency conversion.

c) Bidder is required to provide the above services to facilitate electronic payment. Bidder should directly have tie-ups with Credit Card Payment Gateway(s) and respectively with related banks for offering the above facilities. In terms of these arrangements, the Bidder's role is to maintain tie-ups, create interface with various Banks and manage the entire backend operations of such services. These include entering into agreements with banks /movement of payment related data and reconciliation of such data against payments.

d) Bidder should provide funds collected in the designated bank account of DGH within (T+2) working days for domestic payments as well as International transactions, where T is the day on which payment is made by customers. However, information about receipt of money should be conveyed in real time to DGH so that approval of data sale, preparation of data set etc., starts as soon as payment is made by the customer.

e) Bidder should provide Dashboard for DGH to monitor the real-time status of payment/transactions and have a historical record of all transactions.

1.2 The desired workflow for the various services is broadly described below:

a) The Customer logs into and accesses the Payment Gateway facilities to pay online in real-time through NDR's website (www.ndrdgh.gov.in). The Customer can view his payment amount at the website and then proceed to make the payment.

b) Upon successful completion of the process, the customers are then guided to Online Payment page where they are presented with the option of making an Online Payment using a Credit Card or a Debit Card / Net banking etc.

- c) The customer then selects his preferred option of making the payment (i.e. through the Credit Card / Debit Card /Net Banking).
- d) On successful validation, the Customers's account is checked for balance availability and the transaction is either successfully processed or rejected. The customer is intimated of the same instantly and an electronic acknowledgement is displayed which will display his payment confirmation number and a receipt in the proforma prescribed will be generated with the facility to either print it by the customers or should be emailed to the customers at his E-mail ID. Simultaneously, data is transmitted electronically to DGH intimating the success/failure of the transaction.
- e) The money collected from the successful transactions will be pooled into the designated collection account of DGH maintained with the identified bank. This money will typically be made available to DGH within T+2 working days of the payment made by the customers for domestic payment and international payments, where T is the day on which payment is made by customers.
- f) Bidder will reconcile the money collected against the payment transactions conducted by the customers and provide consolidated payment information to the DGH.
- g) The gateway should not allow Part-Payment, i.e. customers shall not be allowed to pay less than the bill amount.

2.0 Terms & Conditions:

- 2.1 Contract shall be for the period of three (03) years from the date of commencement of contract.
- 2.2 **Time schedule:** The successful bidder has to complete the website integration and implementation with DGH web portal within 10 days from the placement of LOA or from the date of instruction received from the user/indenting section.
- 2.3 Contractor will be responsible to keep the payment gateway updated and secured. Any maintenance/support required will be done by the contractor.
- 2.4 Any changes, as advice by DGH, required in the payment gateway, will be done by the contractor.
- 2.5 If there is any delay in crediting the transaction amount in DGH account, then a penalty equal to 0.1% per day of the delayed transaction amount will be levied on the contractor for such delay. It may be noted that such penalty may be upto a ceiling of 10% of delayed transaction amount.
- 2.6 The cost of the product along with the quoted TDR (including applicable taxes) should hit to the customer (who is buying the product) at the time of making the payment. Contractor shall keep the TDR amount (with taxes) with himself and credit the rest amount i.e cost of product in DGH designated account within the time frame as mentioned above. Paying the applicable taxes to the GOI shall be liability of Contractor.
- 2.7 DGH reserves the right to have the multi payment gateway option, if required. This option can be exercised with numbers of companies without seeking permission from any of companies hosting payment gateway for DGH portals.

Price Schedule/Price Format

The money collected from the successful transactions paid by user/customer to be pooled into DGH account. Contractor will deduct the TDR (including applicable taxes) charged to the user and remit the balance amount (should not be less than cost of product in any case) in DGH account with in the time limit as mentioned at Annexure-III.

Sr. No.	Description	Estimated Volume of Transaction	Transaction deduction rate (TDR)/Charges per successful transaction (excluding of applicable tax) in percentage (%)
1	For domestic payments	2-2.5 Crore per annum	
2	For international payments		

Note:

1. Bidder has to quote in the above mentioned price format only.
2. The rates quoted above are firm for the contract period of three years.
3. TDR/Charges per successful transaction (in term of % percentage of individual transaction amount) for domestic and international payment are to be quoted in a percentage of the transaction amount.
4. DGH is anticipating 2-2.5 CR rupees transaction collectively per annum. However, Contractor doesn't have any right to claim over DGH for estimated transaction volume.
5. Contractor has to bear setup fee/charges towards implementation & integration with DGH web portals, maintenance charges and any other charges, if any.
6. Transaction Deduction rate/charges along with applicable taxes should hit to the customer (not to the DGH) at the time of making the payment.
7. DGH will bear the cost of TDR in refund/exceptional cases only.
8. Bidders should quote the price in accordance with the Scope of work and terms & conditions mentioned in the bid document.
9. **Bid Evaluation Criteria:** Bid will be evaluated on the basis of Transaction deduction rate (TDR), and contract will be awarded to the technically acceptable bidder quoted the lowest value (%) of TDR.

I agree to all the above conditions.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder

Annexure-V

PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS

DGH expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS

Note: If left blank, it will be construed that bidder has **not taken** any exceptions/ deviations to the terms and conditions of the bid document.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note: - Bids maintaining or taking exceptions/deviations beyond the bid closing date shall be rejected straightaway.