

**TENDER**  
**FOR**  
**ONLINE PAYMENT COLLECTON SYSTEM**



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## About IIT Guwahati

Indian Institute of Technology Guwahati (IITG), the sixth member of the IIT fraternity, was established in 1994. The academic programmes of IIT Guwahati commenced in 1995. At present the Institute has about 6000 students in eleven departments and five inter-disciplinary academic centers covering all the major engineering, science and humanities disciplines, offering various undergraduate, postgraduate and doctoral programmes. Within a short period of time, IIT Guwahati has been able to build up world class infrastructure for carrying out advanced research and has been equipped with state-of-the-art scientific and engineering instruments. Indian Institute of Technology Guwahati's campus is on a sprawling 285 hectares plot of land on the north bank of the river Brahmaputra around 20 km from the heart of the city.

## Objective

The objective is to engage a service provider who would provide a payment collection solution through e-payment gateway and electronic challan in case of NEFT for collection of fees and other payments in Indian rupees as well as foreign currency. The estimated total collection for one year is about Rs.50 crores. RBI guidelines in term of payment collection and settlement is to be followed by PCSP. Payment so collected is to be transferred to Institute escrow account maintained at Canara Bank, IITG branch as per instruction issued time to time.

## Scope of the Work

1. The Payment Collection Service Provider (PCSP) will have to provide online payment gateway services with acceptance of major credit cards (like Visa, Master Card etc.), all debit cards, internet banking, UPI, e-wallet and generation of e-challan for NEFT with an ability to integrate with the existing / new system of IITG and provide various daily or periodical MIS as per the requirement of IITG. For all online transactions, the payment gateway should provide a minimum 128-bit SSL encryption, with real time authorization and capturing of transaction details. The bank selection shall be at payment gateway site.
2. The PCSP will have to provide all necessary technical support for the seamless integration of their system with IITG system. PCSP should be able to provide support for integration of any new feature by issuing of new MID (Merchant ID) and encryption

KEY (if any) including the white-listing of new request and response URL or within existing request and response URL so that the integration can happen within 3 to 4 days. Parameters to be sent with the request URL, and to be received in the response URL after payment is done along with post delay transaction status updating. IITG would not make any payment towards integration and annual maintenance of Payment Gateway or any incidental charges.

3. Providing an active message to the user/consumer indicating that a transaction has been either accepted or rejected i.e. success or failed.

4. At all times, making available the option for a user/consumer to stop the information gathering and transaction process.

5. Allowing the user to review Payment before final submission.

6. Allowing the user to try a different card number/payment mode if a transaction is rejected.

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

**All guidelines issued from time to time from Reserve Bank of India (RBI) upon internet banking and related security issues including transaction on Debit Cards, Credit Cards, UPI, E-wallet etc. shall be mandatorily binding on the PCSP and they are supposed to keep themselves updated about the guidelines.**

8. The service provider shall have to necessarily debit the user / consumer's account and credit to the IITG's designated accounts as per RBI guidelines. All settlement of monies by PCSP will be as per applicable RBI guidelines in this regard.

9. The payment collection systems shall have the ability to itemize separately the payments received and provide detailed MIS on daily basis.

10. Administrator access should be provided to the designated IITG personal for viewing information on payments and relevant MIS reports. The web interface for IITG must contains the tab to check status, refund of amount, search and download transaction details (success/failed) etc. A minimum of 5 agreed upon MIS reports should be provided on daily basis.

11. The PCSP would be responsible for reconciliation of all the transactions on daily basis.

12. The report on each transaction should clearly state
  - a. Unique transaction number of the payment.
  - b. Name of person / organization money received from.
  - c. Money received towards fee etc.
  - d. Amount received and date.
  - e. Payment Status (Accepted or Rejected/Success or Failed etc.) and reason for rejection if applicable.
13. The PCSP shall be responsible for security upkeep of data maintained on portal service located in its data center. Firewall protection and usage of Intrusion Detection Systems will be provided. The PCSP should create back-up of the transaction data on daily basis and maintain the same in a secure/protected environment. Any variations against the prescribed norms interpolation / tempering made by foreign elements shall be detected and reported to the BMC immediately who will then decide about the offence, if at all any, committed and take such action as deemed necessary for investigation and prosecution of the person(s) responsible for such offence under the IT Act or such other relevant provision applicable to the cyber offences.
14. The PCSP would provide a 24 X 7 call center support to the users of the system or who wish to make online payments. The telephone numbers and support email ID should appear prominently on the payment page.
15. All payment related issues should be directly handled by the PCSP and issues should be resolved with the given SLAs within T+2 days (Maximum 3 days). A monthly MIS report should be submitted to the competent authority on the customer issues count, pending issues and resolved issues. An interface for updating complaint of the users will be provided by IITG. The PCSP has to update the complaints status within 2 working days.
16. The PCSP would be solely responsible for implementation of all guidelines issued by RBI from time to time for various e-payment (online) services.

## **Venue and Deadline for Submission of Bid.**

Bid must be submitted to the IITG, either by speed post or in person at the address specified below:

Address	Joint Registrar (Finance and Accounts), IIT Guwahati, Dist- Kamrup, Guwahati. Pin: 781039.
Contact Number	+91-361-2582021/2582033
Last Date of submission	17 May 2021, till 1:00 PM
Opening of Tender	17 May 2021, 2:00 PM

Note: For any query please write to **“[iitgepay@iitg.ac.in](mailto:iitgepay@iitg.ac.in)”**

## **Minimum Criteria to be fulfilled to participate in bid:**

The below is the qualification criteria for the bidders to submit the tender. The qualification criteria must be met for shortlisting.

- i. The bidder should be registered under the respective Act prevailing in India applicable for providing online payment gateway services.
- ii. Bidder should have been providing (Currently running as on date of publishing of the EOI) similar services to at least 3 government/ public sector undertakings, one of which should preferably be an Educational Institution.
- iii. Performance certificates/citations confirming the same may preferably be enclosed with name, address, contact number and email of the concerned person.
- iv. The bidder should be able to provide Online Payment Gateways services with acceptance of major credit cards (including Visa and Master Card), all kind of debit cards, internet banking, UPI transaction, e-wallet etc.

- v. The Bidder shall have valid PAN, Goods and Service Tax registration number.
- vi. The Bidder will be disqualified in case of following conditions:
  - a) The Bidder should not be in litigation with any of service receiver.
  - b) The Bidder should not have a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
  - c) The Bidder should not be black listed by any Government or its organizations.

**An undertaking to this effect (points mentioned above) is required from the Bidder. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the law.**

## **1. General Guidelines on Submission of Bids**

- i. The Bid should be submitted in sealed envelope. Envelope should be super scribed as “**Financial Bid**”. The Financial bid should be submitted in the Performa as at Annexure-I.
- ii. The outside of the envelope must clearly indicate the bidder’s name and address, and contact numbers. Failure to adequately address the outside of a package could cause a bid to be misdirected or to be received at the required destination after the deadline.
- iii. The IITG will not accept delivery of bid by fax or e-mail. Bid received by fax or email shall be treated as defective, invalid and rejected.
- iv. The original copies of the bid consisting of the documents listed in instructions, shall be typed in indelible ink and shall be signed & stamped on each page by the bidder or a person /persons duly authorized.

### **1.1 Bid Opening**

All the proposals will be opened in presence of the bidders or their representatives, if present at the time of bid opening. However, if there is no representative of the bidder, IITG shall still go ahead and open the bids. Total

transparency will be observed while opening the proposals. IITG reserves the right at all times to postpone or cancel a scheduled bid opening. The venue and date of opening of the proposal is as below:

Venue	Administrative Building, IIT Guwahati,
Contact Number	+91-361-2582021/2582033
Opening of Bid	17 May 2021, 2:00 PM

In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

## **1.2 Validity of Bids and Rates**

- i. The bid shall be valid for the entire contract period even if RBI/Statutory Body increase the respective charges. However, if the rates are decreased by RBI/Statutory Body the rate shall be negotiated on mutual agreement.
- ii. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
- iii. IITG may solicit the bidder's consent for an extension of the validity period for the bids. The request and the responses thereto shall be made in writing to IITG. However, IITG reserves the right to take any decision in this regard.

## **1.3 Hand written documents, Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no corrections or alterations in the offer. Filling up of the information using terms such as “as given in brochure/manual” is not acceptable. IITG will treat offers not adhering to these guidelines as unacceptable.

## 1.4 Cost & Currency

The offer must be made in Indian Rupees only.

## 1.5 Rejection

The bid is liable to be rejected in the following cases or in case bidder fails to meet the bidding requirements as indicated in the EOI:

- i. Proposal not submitted in accordance with this document.
- ii. During validity of the proposal, or its extended period, whichever the case, the bidder increases his quoted prices.
- iii. The bidder qualifies the proposal with its own conditions.
- iv. Proposal is received in incomplete form.
- v. Proposal is not accompanied by all requisite documents.
- vi. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the bid process.
- viii. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposal s/bidders are withdrawn upon notice immediately.

## 1.6 Bid Security

No earnest money / bid security is required to be submitted along with the tender. The bidders should submit bid security declaration as per specified format at **annexure – II** in the tender.



## 2. Method for Evaluation of lowest bidder

The methodology used for evaluating bidders based on the rates quoted by them in their financial bid shall be as follows, which is final and binding to all bidders. IITG shall not entertain any queries on its evaluation methodology of lowest bidder.

The following weightage factors for different types of transactions will be used in the formula which will be used for arriving at the lowest bid from among the various bids:

S. No.	Type of Transaction	Quoted Rate	Weightage Factor
1.	Internet Banking	A (Average of three types)	0.1
2.	Debit Card	B	0.4
3.	Credit Card	C	0.3
4.	E-Wallet	D	0.2

No weightage is given to UPI transactions and RuPay Debit Card in the formula.

**Formula:** If the quoted rate is on percentage basis, the factor will be multiplied by 100 along with the quoted rate. Otherwise, the quoted rate will be simply multiplied by the factor and take the overall sum for arriving at the lowest bid.

For example, if Internet Banking is quoted on flat rate, Debit and Credit cards are quoted on percentage basis and E-Wallet is quoted on flat rate, the formula will be

$$0.1*A + 0.4*100*B + 0.3*100*C + 0.2*D = L$$

**The bidder for which L is lowest shall be deemed as the LOWEST bidder.**

**Note-** In case of a tie, the bidder who quoted lower rate for debit card will be considered as lowest bidder. In case, if there is a tie here also, then the bidder who has quoted *lower* rate for credit card would be declared the Lowest Bidder. Even if there is a tie, the decision of IITG will be final and binding.

*However, the lowest rates as arrived after evaluation of the financial bid as per procedure outlined above need not be accepted by IITG outright. **The bidder having the lowest bid would be invited for negotiations for award of project by the IITG.***

The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to the selected bidder on the basis of the following bid and further negotiations between the IITG and the bidder only. No separate payment shall be made for services that are to be delivered by the vendor as part of his scope of work for this project. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a

fixed price bid. Once the prices have been tendered to IITG, no change/modification will be entertained for any cause whatsoever. The prices once provided by the bidder will be valid for the entire period of validity of the bid as defined in the bid document. If there is any decrease in the rate the same will be passed on to IITG and the amount payable to the bidder will be reduced accordingly.

### **3. SERVICE LEVEL AGREEMENT (SLA)**

The selected Bidder shall enter in an agreement with IITG. The purpose of this service level agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to IITG for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various service level Indicators which will be considered by IITG in the SLA with successful bidder.

The desired workflow of various services is broadly described below.

#### **i. Payment Gateway**

- a) The user logs into IITG portal and fills details for payment of fees or other payments. The user can view his payment amount and details at the website and then proceed to make the payment.
- b) Upon successful completion of the process the user is then guided to online payments page where he is presented with option of making **Online Payment** using a **Credit Card** or **Debit Card** or **Net Banking** or **e-wallet** or **UPI** etc. and generation of e-challan in case of payment through NEFT.
- c) The user then selects his preferred option of making the payment (i.e. through the Credit Gateway where he needs to use a VISA/MasterCard/ American Express Credit Card/Diners or the Debit Gateway where he need to use acceptable debit cards or net banking accounts or e-wallet or UPI).
- d) If the user chooses the Credit Card mode of payment, then it will open up the Credit Card Gateway section, where the customer enters the required validation details (card number, expiry date, verification number etc.)
- e) In case the user chooses the Debit Card mode of payment, then it will open up the Debit Card payment Gateway section of the relevant bank where he enters the requisite validation details (Debit Card Number user ID and Password etc.)

- f) In case the user chooses the Net Banking mode of payment, then it will open the net banking gateway of the relevant bank where the user enters the requisite details.
- g) In case the user chooses the e-wallet option, then it will open the relevant wallet page where the user enters the requisite details.
- h) In case the user chooses the UPI option, then it will open the relevant UPI page where the user enters the requisite detail.
- i) On successful validation, the Customer'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 generated on IITG portal showing the payment confirmation number. Simultaneously data is transmitted electronically to IITG intimating the success/failure of the transaction.
- j) The money collected from the successful transactions will be pooled into the designated collection account of IITG, maintained with the identified bank. This money shall be made available for transfer to IITG escrow account by next two working day of the payment.
- k) The PCSP will reconcile the money collected against the payment instructions issued and provide consolidated payment statement/management information system (MIS) to IITG in a format/frequency as desired by IITG.
- l) If for any reasons not attributable to the bidder, erroneous amount is credited to the account of IITG by the user, the same will be reversed to the user account on receipt of request from the user.

## **ii. Other Terms**

In addition to the above the successful bidder has to comply with the below clauses to ensure adherence to project timelines, quality and availability of services.

- a. The payment gateway has to be integrated with the IITG's application in not later than 15 (fifteen) days. This time is from the instant a formal communication sent by IITG to the successful bidder till the time the payment gateway is integrated with the application and is ready for fund transfer. Penalty at the rate of Rs. 10,000/- (Rupees ten thousand only) for every week's delay shall be levied on the successful bidder. This shall be paid by the bidder within 10 working days else the

penalty amount shall be deducted from the PBG submitted. The successful bidder shall replenish the PBG with the amount equal to the penalty levied in not later than 10 working days from the day of penalty amount deducted from PBG.

- b. The payment gateway solution has to be up on 24 x 7 period and up percentage should not be lower than 99.8%. The measurement would be done every calendar month. The successful bidder should share this uptime report clearly stating the uptime in percentage. This report should be shared within the first 5 working days of every calendar month through email. Penalty at the rate of Rs. 1,000/- (Rupees one thousand only) for every 0.1% deviation from the SLA requirement. This shall be paid by the bidder within 10 working days else the penalty amount shall be deducted from the PBG submitted. The successful bidder shall replenish the PBG with the amount equal to the penalty levied in not later than 10 working days from the day of penalty amount deducted from PBG.
- c. The payment gateway service should facilitate multiple users making transactions from various locations at a single point of time.
- d. Service unavailability resulting from loss of network availability can be excluded from service availability calculations, if the network availability loss is caused by any factors beyond the PCSP's control, such as natural disasters, IP transit provider or end user's portion of the network failure the same shall not be counted as downtime.
- e. PCSP shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract.
- f. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.
- g. PCSP shall certify that online financial transactions shall be based on secure data transmission and a standard public-and-private key encryption system that encrypts the user's submission of private financial data before it leaves their web browser. The data must remain encrypted throughout transmission until it's safely received at the intended server where it is decrypted and processed. The required licenses shall be the at the cost of the PCSP.
- h. PCSP shall ensure that appropriate security measures are put in place to protect IITG's internal systems from intrusions and other attacks while conducting e-Payment transactions, whether internal or external, e.g., message

interception, tampering, redirection, or repudiation or while pulling data from or pushing data into IITG server.

- i. PCSP shall ensure compliance with international information security standards and best practices.
- j. Any information and/or data obtained by the PCSP from IITG or user shall be stored in a place physically secure from access by unauthorized persons. PCSP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by PCSP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.
- k. Throughout the term of this contract, IITG shall have the right at any time to inspect PCSP's transaction records for charges and associated PCSP fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of PCSP. IITG can get audited all or any of such accounts as per their discretion.
- l. PCSP shall provide IITG with the capability to securely access, via password-protected site, to transaction information.
- m. Payment services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CVV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment service are legitimate.
- n. The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.
- o. The customer service center provided to user for payment information and payment issues should be available 24X7. Popular media like toll free, email, SMS should be used to record user payment issues.
- p. All the user payment issues (including refund of failed transactions) should be resolved within a period of 2 (two) days (irrespective of weekends or public holidays).
- q. The successful bidder should provide 24x7 technical support for integration, setup and to address issues, if any, from time to time.

## **4. AWARD OF CONTRACT**

### **4.1. Award Criteria**

IITG will award the Contract to the successful bidder as per Section 2 of this Tender document.

### **4.2. Contract Period**

The contract shall remain in force for a period of 2 (two) years from the date of issue of work order and may be extended year to year basis with mutually agreed terms and conditions up to 3 (three) more years.

### **4.3. Right to accept / reject any or All Proposals**

IITG reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IITG's action.

### **4.4. Notification of Award**

Prior to the expiration of the validity period, IITG will notify the successful bidder in writing or by fax, to be confirmed in writing by letter, that its proposal has been accepted.

### **4.5. Signing of Contract**

After the IITG notifies the successful bidder that its proposal has been accepted, IITG shall enter into a separate contract within 15 days from the date of such notification. However, IITG can extend the period to 15 (fifteen) days.

### **4.6. Performance Bank Guarantee (PBG)**

- i. The value of Performance Bank Guarantee to be equal to INR 1,00,000/- (Rupees One Lakh only).
- ii. The successful bidder shall at his own expense deposit with IITG, within 15 (fifteen) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to IITG, payable on demand, for the due performance and fulfillment of the contract by the bidder. The Bid security amount would be returned to the successful bidder on receipt of Performance Guarantee.
- iii. All charges and expenses whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the

bidder.

- iv. The performance bank guarantee shall be valid till 6 (six) months after the completion of the contract period. The performance bank guarantee may be discharged/ returned by IITG upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- v. In the event of the bidder being unable to service the contract for whatever reason, IITG would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of IITG under the contract in the matter, the proceeds of the PBG shall be payable to IITG as compensation for the pre-estimated, pre- determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract. IITG shall notify the bidder in writing of the exercise of its right to receive such compensation within a reasonable time.
- vi. IITG shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## **5 PAYMENT TERMS**

- I. There will be some transactions for which IITG will pay the transaction charges to the bidder. Also for some other transactions, the bidder will directly charge from the user.
- II. For the transactions that IITG is responsible of transaction charges, the bidder shall raise the bill on monthly basis showing details of charges claimed as per the rates mentioned in the contract. The relevant charges, on daily basis should be reflected in the MIS submitted to IITG.
- III. For the payment purposes, all the taxes applicable should be shown in the bill, but the total amount should not be more than the rates quoted and agreed by IITG.
- IV. TDS at applicable rate will be deducted from the monthly bill.

## **6. OTHER TERMS & CONDITIONS**

### **6.1. Termination for Default**

Default is said to have occurred:

- i. If the selected Bidder fails to deliver any or all contracted services as per service standards specified in the Contract.
- ii. If the selected Bidder fails to perform any other obligation(s) under the Contract.
- iii. If the selected Bidder in the judgment of the IITG has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 (thirty) days after receipt of the default notice from IITG (or takes longer period in spite of what IITG may authorize in writing), IITG may terminate the contract / work order in whole or in part. In addition to above, IITG may at its discretion also take the subsequent actions.

In the event IITG terminates the Contract in whole or in part, IITG may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to IITG for any excess costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated. Alternately, IITG would be free to fully take over the assets and operations earlier being undertaken by the Bidder on mutually agreed terms, without prejudice to any other action as contemplated in the Contract.

### **6.2. Force Majeure**

- i. The successful Bidder shall not be liable for forfeiture of its Performance Guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, “Force Majeure” means an event beyond the control of the successful Bidder and not involving the successful Bidder’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the IITG in its sovereign capacity, wars, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the successful Bidder shall promptly



notify the IITG in writing of such condition and the cause thereof. Unless otherwise directed by the IITG in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **6.3. Resolution of Disputes**

- i. IITG and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii. If, after 30 (thirty) days from the commencement of such informal negotiations, IITG and the selected Bidder/ have been unable to amicably resolve dispute, either party may require that the dispute be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- iii. All Arbitration proceedings shall be held at Guwahati, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

### **6.4. Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

### **6.5. Confidentiality**

The selected bidder shall not, without IITG's prior written consent, disclose the Contract, or any provision thereof, or any specification, sample of information furnished by or on behalf of IITG in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

### **6.6 Additional Terms & Conditions**

- i. The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry. It shall

employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to IITG and shall, at all times, support and safeguard IITG's legitimate interests in any dealings with Third parties.

- ii. IITG reserves the right to assess the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc.
- iii. The selected bidder shall indemnify the IITG against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.
- iv. If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, IITG reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder
- v. The selected bidder shall not outsource the works assigned to any other party except with the approval of IITG. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.
- vi. The original documents / photographs or any other material given to bidder for digitization or any other requirement should be handled with utmost care. The originals given to bidder should be returned without any damage. Protecting the sanity of originals is complete responsibility of the bidder. Any damages to the originals will invite penalties as decided by IITG and recoverable from the negligent bidder.

**BIDDING PERFORMA**

<b>Details of bidder</b>			
<b>Sl. No.</b>	<b>Description</b>		
1	Name of the Bidder		
2	Address		
3	Telephone number and email id		
4	Branch address at Guwahati		
5.	Name of the authorized person with address, telephone number and email-id		
<b>Proposal preparation, signing and submission</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Compliance (Y/N)</b>	<b>Supporting Document Reference</b>
1	Are you complying with the terms and conditions of Bid?		
2	You confirm that you have not included any condition/conditional compliance/etc.		
3	Have all the pages of proposal been signed?		

<b>Compliance Criteria</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Compliance (Y/N)</b>	<b>Supporting Document Reference</b>
1	The bidder is currently providing similar services to three Govt. /Public Sector undertaking and one of which should be an educational Institution		Give details of such organization with contact details. Also enclose copy of work order with the validity period clearly indicated.
2	<p>With respect to payment gateway services, bidder should at least comply with the following criteria for different modes of payments.</p> <p>(i) <b>Credit Card:</b> Acceptance of all the major credit cards</p> <p>(ii) <b>Debit Card:</b> All the major banks DC</p> <p>(iii) <b>Net Banking:</b> At least 45 Leading Banks including all major Nationalized Banks</p> <p>(iv) <b>E-wallet:</b> Acceptance of major e-wallets</p> <p>(v) <b>UPI:</b> Major UPI (necessarily including BHIM)</p>		
3	The bidder should have valid PAN		Furnish copy of PAN card.
4	The bidder should have GST Registration		Furnish copy of GST registration.

Seal of the Bidder

Name and Signature of the  
authorized Person on behalf  
of (Name of Bidder)

Date:

## FINANCIAL BID

Sl. No.	Type of Transaction	*List of Banks/Cards/Wallets	Unit Mention "Flat Rate" or "% of Transaction"	Rate	Rate (in Words)
1.	Net Bankings ( A )				
	i) For Type I Banks				
	ii) For Type II Banks				
	iii) For Type III Banks				
2.	Debit Cards ( B )				
3.	Credit Cards ( C )				
4.	E-Wallets ( D )				
5.	UPI				

\*Use separate sheet, if required.

- The rates quoted above include all fees towards providing the Online Payment Collection System to IITG.
- The rate is inclusive of the applicable taxes and charges. Except quoted as above NO other charges whatsoever shall be levied from users of the system and IITG.
- We agree that IITG is not bound to accept the lowest bid or any Bid Response that IITG may receive. We also agree that IITG reserves the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.
- We agree that IITG will not pay any charges in connection with integration of the Payment Gateway and maintenance thereof during the contract period.
- The prices will remain firm for the entire contract period. We agree that IITG can add new services from its various departments at any point of time and no extra charges will be levied for the same.

Date:

Seal of the Bidder

**Name and Signature of the  
authorized Person on behalf of  
(Name of Bidder)**

**Bid Security Declaration Form**

Date: \_\_\_\_\_

To,  
The Registrar,  
Indian Institute of Technology Guwahati  
Guwahati-781039

Name of Work: Online Payment Collection System to IIT Guwahati.  
Tender No.: IITG/F&A/OPCS/02/2021-22 Dated: 27.04.2021

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

PART 1 - have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)