

**Indian Institute of Engineering Science and Technology,  
Shibpur**

**TENDER Advt.no.** JL/D(AA)/16/31

**TENDER FOR PROVIDING ONLINE PAYMENT GATEWAY AND  
ELECTRONIC PAYMENT SERVICES**

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**Indian Institute of Engineering Science and Technology,**  
**Shibpur**

**TENDER DOCUMENT**

**Document Control Sheet**

|   |  |   |
|---|--|---|
| 1 | Name of the Work                                 | Tender for Providing online payment Gateway and Electronic Payment Services         |
| 2 | Cost of Schedule                                 | Rs.500/- (D.D drawn in favour of The Registrar, IEST, Shibpur during submission) .  |
| 3 | Sale of Tender documents                         | On-line download of form  |
| 4 | Due date and time for receipt of tender document | 26.07.2016 at 3 p.m.  |
| 6 | Date and time of tender opening                  | 26.07.2016 at 4 p.m. (Technical bid)<br>27.07.2016 at 4 p.m. (Financial bid)        |
| 8 | The Venue of Technical bid Opening               | Office of Dean of Students Affairs, 6 <sup>th</sup> floor, IEST, Shibpur, Howrah-3. |
| 9 | Address for submitting the Tender                | Office of Dean of Students Affairs, 6 <sup>th</sup> floor, IEST, Shibpur, Howrah-3. |

## **NOTICE INVITING TENDER**

### **1. Introduction**

Indian Institute of Engineering Science and Technology, Shibpur is taking special initiatives to offer Easy and Customer friendly modes of collection of payments in respect of the payments that are made to Hostel Management & Administration Centre, Indian Institute of Engineering Science and Technology, Shibpur.

In this connection Indian Institute of Engineering Science and Technology, Shibpur requires comprehensive online payment gateway services at its website for accepting electronic payments, using credit cards, debit cards, net banking accounts and prepaid cards/wallets.

### **2. Tender Notice**

Indian Institute of Engineering Science and Technology, Shibpur is issuing this Tender Notice seeking proposals/bids from eligible tenderers **FOR PROVIDING ONLINE PAYMENT GATEWAY AND ELECTRONIC PAYMENT SERVICES**. Sealed responses are invited from reputed electronic payments service provider having experience / expertise and proven credentials for the above work. Tender documents can be downloaded free of cost from the Institute websites.

### **3. Eligibility Criteria**

The Tenderer should meet the following Eligibility conditions for participating in the Tender and should enclose suitable documentary evidence / self certification in respect of having fulfilled the Eligibility Criteria as part of the Technical Bid response.

1. Tenderer should have been in operation for at least 3 years.
2. Tenders should have demonstrated experience of been providing similar services to at least five (5) Govt Institution out of which at least one (1) should be in West Bengal.
3. Tenderer should have an annual turnover of Rs. 50 Crores or more in last Audited financial year. Should have declared Profits in all the last three years.
4. Tenderer should have an office in Kolkata.
5. Tenderer should be able to provide following services:
  - Online Payment Gateways services covering acceptance of (i) Credit Cards [Visa, MasterCard, Amex & Diners] (ii) Debit Cards [Visa/Master/Maestro/Rupay] (iv) Internet Banking based debit to banks accounts, covering at least Forty (40) banks of which a minimum Twenty (20) should be public sector banks (iv) Prepaid Cards / Wallets; (v) IMPS payment option on internet.
6. Tenderer should be PCIDSS certified & ISO 27001 standards.
7. Tenderer shall have a PAN CARD and Service Tax registration.
8. Services are to be provided by the Tenderer; no consortiums are allowed for the provision of the services.
9. Tenderer should provide services at zero setup charge.

#### 4. **Scope of Work**

The Tenderer should therefore be able to offer the following services:

- (a) Should allow customers to make payments using any (i) Visa, MasterCard or American Express or Diners Credit Cards (ii) Debit Cards (iii) Online Net Banking accounts or (iv) Cash Cards
- (b) The Tenderer as an aggregator is required to provide the above services to facilitate electronic payment services. The Tenderer 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 Tenderer'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 data and reconciliation of such data against payments.
- (c) Tenderer should be able to integrate with the existing systems of Indian Institute of Engineering Science and Technology, Shibpur and provide daily MIS as per the requirements of Indian Institute of Engineering Science and Technology, Shibpur.
- (d) Tenderer should provide funds collected in the designated bank account of Indian Institute of Engineering Science and Technology, Shibpur as per the process and timelines specified by RBI for Payment Collection through Aggregators.
- (e) The Customers logs into and accesses the Payment Gateway facilities to pay online, real-time. The Customers can view his payment amount at the website and then proceed to make the payment.
- (f) Upon successful completion of the process the customer is then guided to Online Payments page where he is presented with option of making an Online Payment using a Credit Card or a Debit Card / Bank Gateway service/ Cash Card gateway.
- (g) The customer then selects his preferred option of making the payment (i.e. through the Credit Card / Debit Card /Net Banking / Cash Cards, Wallets).
- (h) If the customer chooses the Credit/Debit Card mode of payment, then it will open up the relevant Card Gateway section, where he enters the required validation details (card number, expiry date, verification number etc).
- (i) In case the customer chooses the Net Banking Mode of payment, then it will open up the gateway section of the relevant bank where he enters the requisite validation details (Net banking User ID and Password etc).
- (j) In case the customer chooses the Prepaid card /Wallet Mode of payment, then it will open up the gateway section of the relevant prepaid card/Wallet provider where he enters the requisite validation details (Card User ID and Password etc).
- (k) 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 displayed which will display his payment confirmation number. Simultaneously data is transmitted electronically to Indian Institute of Engineering Science and Technology, Shibpur intimating the success/failure of the transaction.
- (l) The money collected from the successful transactions will be pooled into the designated collection account of Indian Institute of Engineering Science and Technology, Shibpur maintained with the identified bank. These monies will typically be made available to Indian Institute of Engineering Science and

Technology, Shibpur within two (2) working days of the payment by the customer, post reconciliation and aggregation.

- (m) Tenderer will reconcile the money collected against the payment transactions conducted by the customers and provide consolidated payment information to Indian Institute of Engineering Science and Technology, Shibpur in a format/ frequency desired by Indian Institute of Engineering Science and Technology, Shibpur.

## **5. TERMS AND CONDITIONS**

The following terms and conditions are intended to sensitize the Tenderer to various clauses, which may be reflected in the final Contract.

### **5.1. Tender for Proposal**

The Tenderer is expected to examine all instructions, forms, terms and specifications contained in this document. The proposal should be precise, complete and in the prescribed format as per the requirements of this tender document. Failure to furnish all information required by this tender document or submission of applications not responsive to this tender document in every respect will be at the applicant's risk and may result in rejection.

### **5.2. Content of Tender document**

This document has to be read in its entirety. The terms and conditions for the tender encompasses all the terms and conditions mentioned in this document. However Indian Institute of Engineering Science and Technology, Shibpur reserves the right to alter any of the above-mentioned dates at a short notice. The same will be intimated to all the concerned parties. Before submitting the proposal due diligence can be under taken by Tenderer at its own cost.

### **5.3. Clarification & Amendment on Tender document**

A prospective Tenderer requiring any clarification on the tender document may notify Indian Institute of Engineering Science and Technology, Shibpur in writing to the Commissioner, Indian Institute of Engineering Science and Technology, Shibpur and West Bengal.

In case any one Tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, Indian Institute of Engineering Science and Technology, Shibpur shall ensure that a reply is sent and copies of the reply to the clarification sought will be communicated to all those who have purchased the tender documents without identifying the source of the query.

At any time after the issue of the tender documents and before the opening of the tender, Indian Institute of Engineering Science and Technology, Shibpur may make any changes, modifications or amendments to the tender documents and shall send intimation of such change to all those who have purchased the original tender documents.

#### 5.4. Submission of the Tender

The Tender Response shall be in two parts: (a) **COVER A** -Technical bidding and (b) **COVER B** –Financial bidding. The response shall be submitted in two separate envelopes, which shall be addressed to the **Dean of Customers Affairs &Chairman (HMAC)**, Indian Institute of Engineering Science and Technology, Shibpur, West Bengal. **Cover-A** shall contain the technical bidding and **Cover-B** shall contain financial bidding.

Both cover-A and cover-B shall be named as mentioned above and shall be sealed separately and put in an outer sealed **COVER C**. The outer sealed Cover-C shall be marked as TENDER FOR PROVIDING **ONLINE PAYMENT GATEWAY AND ELECTRONIC PAYMENT SERVICES** and addressed to the Chairman, HMAC, Indian Institute of Engineering Science and Technology, Shibpur, West Bengal. Tenders once submitted shall be final and no amendment shall be permitted after the close of the tender. Tenderers are solely responsible for timely delivery of their proposals to the location set forth herein prior to the stated Proposals Submission due date.

**Technical bidding Cover A** – Technical Bid shall contain: -

1. The original tender document (Except Schedule – B Financial Bidding) signed in each and every page with seal.
2. The documents in proof of the Tenderer's qualification of Eligibility Criteria signed in each and every page with seal
3. Technical Proposal.

**Financial bidding Cover B** – shall contain

1. Schedule – B, Financial Bidding of the Original Tender.

#### 5.5. Language of Tenders

All Proposal and supporting documentation shall be submitted in English.

#### 5.6. Format and signing of Tender

This tender document in original or downloaded shall be properly bound along with all enclosures as mentioned in pre qualification criteria. The enclosures may be typed or printed in a clear typeface or good quality photocopies of the original. An accompanying letter is required, signed by an authorized signatory of the Tenderer, committing the Tenderer to the contents of the original response. Each tender shall be made in the legal name of the Tenderer and shall be signed by the Tenderer or a person duly authorized to sign on behalf of the Tenderer. The Tenderer must stamp and initial on all pages of this document and also the enclosures.

#### 5.7. Sealing and Marking of Tenders

The Tenderer shall submit the tender in a **wax sealed** envelope.

#### 5.8. Late Tenders

Any tender received after the deadline for submission of tenders, shall be rejected and returned to the Tenderer unopened.

#### **5.9. Period of Tender validity**

The tenders shall be valid minimum for a period of "90 days", from the date of opening of tenders. On completion of the validity period, unless the Tenderer withdraws his tender in writing, it will be deemed to be valid until such time that the Tenderer formally (in writing) withdraws his tender.

#### **5.10. Evaluation of Technical Bids**

Evaluation will be based on prequalification criteria and shall qualify the Tenderer for further processing. If necessary, a committee may also be formed to evaluate and recommend the tender for further processing.

#### **5.11. Financial Bids from technically Short listed tenderers**

The financial Bids of the technically short listed tenderers only shall be opened in the presence of their representatives on the specified date and time. There shall be no negotiations regarding the Financial Bidding, except with the Tenderer who has quoted the lowest amount.

#### **5.12. Price Quotation**

Tenderer has to quote the rates for the items as per the format provided.

Any deviations from the format provided shall be treated as invalid. The Tenderer must quote the prices both in figures and words. In case of any dispute in the prices quoted, the lowest will be considered. All quotes shall be in Indian Rupees. The rates shall be exclusive of all charges. Only one rate shall be quoted for each item. If more than one rate is quoted for a single item the tender shall be rejected. The rates shall be quoted unconditionally and Conditional tenders shall be rejected. Rates once fixed shall be valid for the Tender period or till the end of the contract.

#### **5.13. Demonstration**

If felt necessary, the eligible Tenderer who has quoted the lowest amount (L-1 Tenderer) shall be called for the demonstration of the proposed services and separate information for date, time & venue will be intimated to that Tenderer. The Tenderer should be able to demonstrate the system with the specified functions and features. All the major system features of this tender shall have to be demonstrated. If the need arises, a Committee may also be formed to visit the installation and services to finalize the tender process. The Tenderer shall provide all the necessary assistance to arrange the same. If the lowest Tenderer's demonstration is not satisfied and he is not able to fulfill the requirements of Indian Institute of Engineering Science and Technology, Shibpur, the second lowest Tenderer will be called for the demonstration.

#### **5.14. Contract Period**

The finalized rate of this Proposal shall be valid for the entire Contract Period, i.e., 5 (Five) years from the date of commencement.

**5.15. Award of work**

Award of work shall be placed on the finally selected Tenderer after only the successful and satisfied demonstration of the service by the Tenderer.

**5.16. Signing of Contract.**

The Successful Tenderer shall be required to enter into an agreement with the Indian Institute of Engineering Science and Technology, Shibpur within 14(fourteen only) days from the date of receipt of the award of the work from Indian Institute of Engineering Science and Technology, Shibpur. This contract shall be on the basis of this document, the proposals of the Tenderer, applicable guidelines of Visa /Master/American Express and the Reserve bank of India, and other terms and conditions as may be mutually determined by the Chairman, HMAAC, Indian Institute of Engineering Science and Technology, Shibpur to be necessary for the due performance of the work.

**5.17. Readiness of Service**

This service should be installed, customized, made available and ready for full-fledged service within 3 weeks from the date of Agreement.

**5.18. Delay in Service**

Any delay in launch of service beyond 3 weeks period shall invite penalty clause and if it is beyond 6 weeks the Order on the tender shall be cancelled.

**5.19. Contract Period**

This contract will hold good for Five years. Further extension will be based on mutual consent.

**5.20. Termination of Contract**

Indian Institute of Engineering Science and Technology, Shibpur may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part,

- a. if the Tenderer fails to satisfy all the tender conditions within the time period(s) specified in the contract, or any extension thereof granted by the Indian Institute of Engineering Science and Technology, Shibpur,
- b. If the Tenderer fails to perform any other obligation(s) under the Contract.
- c. If the Tenderer, in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as the Indian Institute of Engineering Science and Technology, Shibpur may authorize in writing) after receipt of the default notice from the Indian Institute of Engineering Science and Technology, Shibpur.
- d. If the Electronic Payment Collection System does not function more than 5 days in a month, 12 days in quarter, 21 days in six month and 30 days in a year.

In the event the Indian Institute of Engineering Science and Technology, Shibpur terminates the contract in whole or in part the Indian Institute of Engineering Science and Technology, Shibpur may procure the services upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the



Tenderer shall be liable to the Indian Institute of Engineering Science and Technology, Shibpur for any excess cost for such similar services. However the Tenderer shall continue the performance of the contract to the extent not terminated.

The Indian Institute of Engineering Science and Technology, Shibpur may at any time terminate the Contract by giving written notice to the Tenderer, without compensation to the Tenderer. If the Tenderer becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Indian Institute of Engineering Science and Technology, Shibpur.

#### **5.21. Arbitration**

Indian Institute of Engineering Science and Technology, Shibpur and the successful Tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute or misunderstanding arising between them in connection with this service. If any dispute shall arise between Indian Institute of Engineering Science and Technology, Shibpur and the successful Tenderer on aspects not covered by this tender document or work order, or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act or its later modifications and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in West Bengal, India.

#### **5.22. Force majeure**

The successful Tenderer shall not be liable for Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the successful Tenderer/ fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Indian Institute of Engineering Science and Technology, Shibpur in its capacity as a buyer, wars or revolutions, terrorist attacks, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Tenderer shall promptly notify the Indian Institute of Engineering Science and Technology, Shibpur in writing of such condition

and the cause thereof. Unless otherwise directed by the Indian Institute of Engineering Science and Technology, Shibpur in writing, the Tenderer 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.

**5.23. Attachment of Documents in the Proposal (Checklist)**

The following documents shall be enclosed along-with the Technical Bid, failing which the tender shall be rejected. No request on this aspect shall be entertained from the rejected tenderers at a later day:

1. Profile of Tenderer as per Annexure 1.
2. Details in support of fulfillment of eligibility criteria as per Annexure 2.
3. Necessary detailed technical write-up highlighting the features of the proposed solution as per this tender document.
4. Documents that the Tenderer feels necessary to support the system, if any.

**5.24. Governing Law and Jurisdiction**

This tender shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at West Bengal, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

**6. GENERAL TERMS AND CONDITIONS**

- 6.1. The validity period of the tender will be 90 days (Ninety days) from the date of submission of the tender.
- 6.2. Right to reject any or all the tenders without assigning any reason will be the discretion of the Indian Institute of Engineering Science and Technology, Shibpur
- 6.3. The, Indian Institute of Engineering Science and Technology, Shibpur reserves the right of rejecting / canceling of any part of our whole tender without assigning any reason.
- 6.4. Successful Tenderer shall execute an agreement with, Indian Institute of Engineering Science and Technology, Shibpur duly accepting the terms and conditions for carrying the work.
- 6.5. The Indian Institute of Engineering Science and Technology, Shibpur has right to call for negotiation from the lowest Tenderer and for live demonstration.

**ANNEXURE – I:**  
**Profile of Tenderer**

|   |    |  |  |
|---|----|--|--|
| 1 |    | Name of Company                              |  |
| 2 |    | Year of incorporation                        |  |
| 3 | a) | <b>Registered office</b>                     |  |
|   |    | Telegraphic Address                          |  |
|   |    | Office Telephone Number                      |  |
|   |    | Fax Number                                   |  |
|   | b) | <b>Contact Person</b>                        |  |
|   |    | Name   |  |
|   |    | Personal Telephone Number                    |  |
|   |    | Email Address                                |  |
| 4 | a) | <b>Local Contact at West Bengal</b>          |  |
|   |    | Name   |  |
|   |    | Personal Telephone Number                    |  |
|   |    | Email Address                                |  |
| 6 |    | <b>Registration Details</b>                  |  |
|   |    | Permanent Account Number                     |  |
|   |    | Service Tax Registration Number              |  |
| 7 |    | Banker's Name, Address and<br>Account Number |  |

**ANNEXURE – II**  
**ELIGIBILITY CRITERIA CHECKLIST**

| No. | Eligibility Condition  | Criteria Met (Y/N) | Please submit proof documents  |
|-----|--|--------------------|--|
| 1   | Bidder should be a Registered Company in India operating for at least 3 years  |                    | Copy of Certificate of incorporation should be submitted   |
| 2   | Tenders should have demonstrated experience of been providing similar services to at least five (5) Education Institutions out of which one (1) should be from West Bengal.  |                    | (a) Self certificate listing names of the 5 institutions should be provided.<br>(b) Proof of Work Order / Agreement of 5 Educational Institutions to be provided |
| 3   | Tenderer should have an annual turnover of Rs. 50 Crores or more in the last year Audited Financial year   |                    | Extracts of Audited Financial Accounts of last year to be provided   |
| 4   | Tenderer should be able to provide following service:<br>Online Payment Gateways services covering acceptance of (i) Credit Cards [Visa, MasterCard, Amex & Diners] (ii) Debit Cards[Visa/Master/Maestro/Rupay] (iii) Internet Banking based debit to banks accounts, covering at least Forty (40) banks of which a minimum Twenty (25) should be public sector banks (iv) Prepaid Cards / Wallets; (v) IMPS payment option on internet and without internet |                    | (a) Self certificate confirming the list of coverage under the Online Payment Gateway and EBPP Service   |
| 5   | Tenderer should be PCIDSS certified & ISO 27001 standards.   |                    | Copies of PCI certificate & ISO 27001 Certificate to be provided   |
| 6   | Tenderer shall have a PAN CARD and Service Tax registration.   |                    | Proof of registration to be provided   |
| 7   | Services are to be provided by the Tenderer; no consortiums are allowed for the provision of the services.   |                    | Self certificate from Tenderer attesting the same.   |
| 8.  | Services are to be provided at zero setup charge.  |                    | Self certificate from Tenderer attesting the same.   |

**Annexure III**  
**B – FINANCIAL BID – TENDER FOR**  
**PROVIDING ONLINE PAYMENT GATEWAY AND ELECTRONIC PAYMENT SERVICES**

| No       | Particulars                       | Type             | Unit | Rate | Amount in Words | Paid By |
|----------|-----------------------------------|------------------|------|------|-----------------|---------|
| <b>A</b> | <b>Transaction Charges</b>        |                  |      |      |                 |         |
| 1.       | Per credit card Transaction       | Visa             | %    |      |                 |         |
|          |                                   | MasterCard       | %    |      |                 |         |
|          |                                   | American Express | %    |      |                 |         |
|          |                                   | Diners           | %    |      |                 |         |
| 2.       | Per Debit Card Transaction        | Visa             | %    |      |                 |         |
|          |                                   | MasterCard       | %    |      |                 |         |
|          |                                   | Maestro Cards    | %    |      |                 |         |
|          |                                   | Rupay            | %    |      |                 |         |
| 3        | Per Cash Card /Wallet Transaction |                  | %    |      |                 |         |
| 4        | Per Net Banking Transaction       |                  | Rs   |      |                 |         |
| 5        | IMPS                              |                  | Rs   |      |                 |         |

- a) The rates shall be exclusive of all charges. Service tax and VAT at applicable rates will be paid in addition as per applicable rates. .
- b) Only one rate shall be quoted. If more than one rate is quoted for a single item the tender shall be rejected.
- c) The rates to be quoted in figure and words. The rates shall be quoted unconditionally and Conditional tenders shall be rejected.