

REQUEST FOR PROPOSAL FOR E-PAYMENT GATEWAY

BID DATA SHEET

1.	RFP Processing Fees	Rs. 5,000/- (non-refundable)
	Fees to be deposited in the following bank account and the receipt of the same to be submitted along with the Bid :	
	<i>Name: India Development Foundation of Overseas Indians</i> <i>Saving A/c No. : 91462010024795</i> <i>IFSC Code : SYNBo009146</i> <i>Bank Name & Branch : Syndicate Bank, Akbar Bhawan,</i> <i>Chanakyapuri, New Delhi -110021</i>	
2.	Last date for submission of Bids	08 March 2016 at 1700 hrs.
3.	Opening of Technical Bids	09 March 2016 at 1600 hrs.
4.	Opening of Financial Bids	14 March 2016 at 1000 hrs.
5.	Contact Address (Opening of Bids too)	Room no. 916-917, 9 th Floor, Akbar Bhawan, Chanakyapuri, New Delhi – 110021.
6.	Contact no.	011-24197900 / 26881052
7.	Email Id	jsoia2@mea.gov.in
8.	Website	www.idfoi.org

1. GENERAL INFORMATION

1.1. Purpose of RFP

The objective of this RFP is to appoint a Public Sector Bank who would provide an e-Payment gateway for the Overseas Indian contributors to India Development Foundation of Overseas Indians towards social and developmental projects in India.

This RFP is to detail out the Technical and other requirements and provide General Instructions to the Banks for the said purpose.

1.2. Structure of RFP

The Request for Proposal is broadly segregated into the following three sections:

BID PROCESS

This section provides eligibility criteria for Banks, general terms & conditions with respect to eligibility criteria, management of bid process, evaluation criteria and evaluation methodology.

TERMS OF REFERENCE

This section provides Introduction to the project, Scope of work and SLAs of the proposed engagement. It further indicates the services provided by IDF-OI for which the e-payment gateway is required and corresponding process related documentation and other related information.

GENERAL TERMS & CONDITIONS

This section details the Terms & Conditions with respect to award of contract, payment schedule and general terms and conditions.

SECTION I BID PROCESS

2. BID PROCESS

2.1. Bidding Instructions

2.1.1. Qualification Criteria

Below are the qualification criteria for the Bidders to the RFP and all the criteria, shall be required to be fulfilled by the bidders on the date of submission of bid. The qualification criteria must be fulfilled for being eligible for opening of the financial bids.

1. The bidder should be a Scheduled Public Sector Bank (registered and regulated by the Reserve Bank of India, under the Banking Regulations Act, 1949 (10 of 1949) / any other enactment).
2. The bidder should have an annual turnover (Payment Gateway Services) of Rs. 20 Crores or more in the last successive three Audited Financial years and should be in profits in the last three years.
3. Bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services as applicable.
4. Bidder should have been providing (Currently running as on date of publishing of the RFP) similar services for at least three years to at least Five (05) large institutions covering Government/Public Sector Undertakings out of which a minimum two (02) should be Government organizations/Trusts set up by the Govt. / Govt. Autonomous organizations/ Govt. Departments which receive funds from overseas (foreign contributions) through the Payment Gateway.
5. Bidder must be providing Online Payment Gateways services covering acceptance of
 - a) Credit Cards [Visa, Master Card, Amex & Diners]
 - b) Debit Cards [Visa/ Master/ Maestro/ Rupay]
 - c) Net Banking
6. Bank should also be able to provide payment through standing instructions on bank account and credit card.

7. Bank should have the facility to intimate payment received and other related information through SMS alert.
8. The bidder should have the applicable globally accepted certification for information security like VeriSign etc.
9. The bidder shall hold certification for PCI DSS (Payment Card Industry Data Security Standard) and other mandated certifications during its engagement and shall have relevant certification for information security management.
10. The Bidder should have the ability or possess capabilities to integrate their systems with the online payment platform to be hosted on behalf of IDF-OI at no additional costs.
11. Even though the Bidder's meet the above qualifying criteria, they are subject to be disqualified at any stage, in case of following conditions:
 - (a) The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
 - (b) The Bidder has 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 has been black listed by any Government or its organizations. An undertaking to this effect 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 Criminal law.

NOTE:-

Documentary proof for all the above criteria has to be invariably enclosed failing which the bid shall be liable for rejection.

2.1.2. RFP Processing Fee

The RFP documents are available online (www.idfoi.org) and can be downloaded by the interested Banks. However, the Bank (who submit bids) will have to pay an amount of INR 5,000 (Rupees Five Thousand only), towards the RFP Processing fees and the same is non-refundable. This amount should be deposited through bank transfer to the saving bank account of IDF-OI, as detailed below:

A/c Name	A/c No.	IFSC	Bank Name	Branch
India Development Foundation of Overseas Indians	91462010024795	SYNB0009146	Syndicate Bank	Akbar Bhawan, Chanakyapuri, New Delhi.

2.1.3. Bank Inquiries and Responses

The mode of delivering written questions to the aforementioned contact would be through email only with subject line as RFP - Online Payment Gateway. The banks shall send their queries at the following email address:

jsoia2@mea.gov.in

In no event will IDF-OI be responsible for ensuring that Banks' inquiries have been received by it. IDF-OI will endeavor to provide a timely response to all questions and would provide information to the extent it is currently available to the best of its knowledge. The responses will be communicated through email only.

The last date for receiving the clarification requests is 29 February 2016. Any query received beyond the specified timeline would not be entertained under any circumstances.

2.1.4. Supplemental Information to the RFP

If IDF-OI deems it appropriate to revise any part of this RFP or to issue additional data to clarify any provisions of this RFP, it may issue supplements to RFP. Copies of such supplements will be provided by publishing them on the website (www.idfoi.org). Prospective Banks are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this tender. All such supplements shall be part of the RFP and the Banks shall submit their bids on that basis.

IDF-OI makes no representation or warranty as to the completeness or accuracy of any response, nor does IDF-OI undertake to answer all the queries that have been posed by the Banks.

2.1.5. Bid Preparation Cost

The Bank will be responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, formation of consortium, in providing any additional information required by IDF-OI to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. Further, no reimbursable cost may be incurred in anticipation of award of contract.

2.1.6. Advice to Banks

Banks are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the Bank has been done after their careful study and examination of the RFP document with full understanding to its implications.

2.1.7. Transferability of the RFP document

This RFP document is non transferable

2.1.8. Right to Terminate the Process

i. IDF-OI may terminate the bidding process at any time without assigning any reason. IDF-OI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

ii. This RFP does not constitute an offer by IDF-OI. IDF-OI may invite the Bank for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by IDF-OI to execute a contract or to continue negotiations. IDF-OI may terminate negotiations at any time without assigning any reason.

2.1.9. Venue and Deadline for Submission of Proposals

i. Proposals must be submitted to IDF-OI at the address specified below:

Chief Executive Officer

India Development Foundation of Overseas Indians (IDF-OI)

Room No. 916-917, Akbar Bhawan, Chanakyapuri,

New Delhi – 110021.

ii. IDF-OI may, at its discretion, extend the deadline for submission of bids by issuing an Addendum or by intimating all Banks who have been provided the bid documents, in writing or by facsimile or through email in which case all rights and obligations of the proposed project and the Banks will thereafter be subject to the deadline as extended.

2.1.10. Late Bids

Bids received after 1700 hrs. on 08 March 2016 for any reason whatsoever, shall automatically stand rejected.

2.1.11. Attachments with the Bid

The Bank shall submit with its proposal, inter alia, the following attachments:

i. Qualification compliance and required documents as mentioned in Section 2.1.1 of this RFP.

ii. Citations are to be provided (refer Annexure III for the format).

iii. Copy of receipt of RFP Processing Fees deposited as mentioned in para 2.1.2 of the RFP.

iv. Bid Security / EMD of Rs. 2.0 Lakh in the form of Demand Draft as mentioned in para 2.1.20 of the RFP.

2.1.12. General Guidelines on Submission of Bids

i. Bid to be submitted in two separate sealed envelope:-

a) Qualification cum Technical Bid,

b) Financial Bid

All envelopes should be properly mentioned on the cover - "Qualification cum Technical Bid" and "Financial Bid".

ii. Both the envelopes 2.1.12.i(a) & 2.1.12.i(b) should be submitted together in a sealed cover both in hard copy as well as soft copy in CD, superscribed with **"Technical & Financial bid for Online Payment Gateway for IDF-OI"**.

iii. The outside of the packet must clearly indicate the name of the project, the Bank's name and address, and the names of primary and secondary contact

persons. 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.

iv. IDF-OI 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.

v. The original and copies of the bid (Qualification cum Technical and Financial) each consisting of the documents listed in instructions and proposal cover letters, shall be typed in indelible ink and shall be signed & stamped on each page by the Bank or a person/persons duly authorized.

2.1.13. Bid Opening

There will be two bid-opening events (i) for Qualification cum Technical Bids and (ii) for the Financial Bids.

i. IDF-OI will open Qualification cum Technical Bids and list them for further evaluation. The 'Financial Bid' covers shall not be opened until the evaluation of the Qualification cum Technical Bids is complete.

ii. After evaluation of Qualification cum Technical Bids, the Financial bid of only those Banks, who qualify in Qualification cum Technical Bids Evaluation, will be opened.

iii. Total transparency will be observed while opening of proposals. IDF-OI reserves the right at all times to postpone or cancel a scheduled bid opening, as mentioned in the Schedule. 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.

iv. Bidders can be present at the time of opening of Technical Bids on 09 March 2016, advance intimation has to be given by email at jsoia2@mea.gov.in .

2.1.14. Validity of Bids

The technical and financial bids shall be valid for a period of 90 days or three (3) months from the date of opening of Bids.

A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bank withdraws his proposal in

writing, it will be deemed to be valid until such time that the Bank formally (in writing) withdraws his proposal.

2.1.15. Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offers, IDF-OI may, at his discretion, ask some or all Banks for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

2.1.16. Hand written documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as 'as given in brochure/manual' is not acceptable. IDF-OI will treat offers not adhering to these guidelines as unacceptable.

2.1.17. Cost & Currency

The offer must be made in Indian Rupees only which shall include all taxes and levies.

2.1.18. Language of Bids

The bids and all correspondence and documents shall be written in English. All bids and accompanying documentation will become the property of IDF-OI and will not be returned.

2.1.19. Rejection

i. The bids is liable to be rejected in the following cases or in case Bank fails to meet the bidding requirements as indicated in this RFP:

- a) Proposal not submitted in accordance with this document.
- b) During validity of the proposal, or its extended period, whichever the case, the Bank increases his quoted prices.
- c) The Bank qualifies the proposal with his own conditions.
- d) Proposal is received in incomplete form.
- e) Proposal is not accompanied by all requisite documents.
- f) 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.

- g) Financial proposal is enclosed with the same envelope as technical proposal.
- h) Bank tries to influence the proposal evaluation process by unlawful means at any point of time during the bid process.
- i) In case any one party submits multiple proposals or if common interests are found in two or more Banks, the Banks are likely to be disqualified, unless additional proposals/Banks are withdrawn upon notice immediately.
- j) Banks may specifically note that while evaluating the proposals, if it comes to IDF-OI's knowledge expressly or implied, that some Banks may have compounded in IDF-OI, any manner whatsoever or otherwise joined to form an alliance / cartel then the Banks so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by IDF-OI.

2.1.20 Bid Security / Earnest Money Deposit (EMD)

Bidder is required to deposit, along with its Bid, a refundable Bid Security /EMD of Rs. 2.00 lakhs in the form of Demand Draft (DD) in the name of India Development Foundation of Overseas Indians payable at New Delhi. The EMD of the selected Bidder shall be retained till it has provided a Performance Bank Guarantee. The EMD shall be valid for a period of 90 days from the date of opening of Bids. The Bid shall be rejected if it is not accompanied by Bid Security / EMD.

2.2. Bid Evaluation

2.2.1. Evaluation of Bid

Proposals will be reviewed by a Committee of Officers (hereinafter referred to as the 'Committee') appointed by IDF-OI or its designated representative(s).

A Two-Bid System shall be followed for the bid evaluation. The first stage would be a technical evaluation against qualification criteria. Second stage would be a Financial evaluation (L1).

The details of evaluation have been explained below.

- i. Technical evaluation against qualification criteria: The first stage of evaluation would involve examination of the bid documents of each of Banks against the qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other Bank attributes claimed therein are consistent with the needs of this project. These conditions have been listed down under the section "Qualification Criteria". IDF-OI may ask Bank(s) for additional information, visit to Banks site and/or arrange discussions with their professional, technical faculty to verify claims made in bid documentation.

Please note that the technical proposal must NOT contain any pricing information.

ii. Financial evaluation: The Financial bids of only those bids that meet each of the qualification criteria mentioned would be opened for Financial evaluation. The Financial evaluation will take into account the information supplied by the Banks in the Financial Proposal, and the same shall be evaluated in accordance with the evaluation criteria specified in this RFP. This evaluation will result in each financial bid being assigned a score based on the scoring system described in this RFP. The Financial evaluation would be based on L1, i.e. the Bank with the least Financial quote shall be eligible for award of contract.

Please note that the financial bid should not be conditional and no technical information should be provided along with the Financial Bid.

Note:

a) A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the Deliverables, or which limits in any substantial way, inconsistent with the Request for Proposals, department's rights or the Bank's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Banks presenting substantially responsive Bids.

b) IDF-OI may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bank.

2.2.2. Method for Evaluation of L1 Bank

The methodology used for evaluating Banks (who qualify in technical proposal) based on the rates quoted by them in their commercial bid shall be as follows, which is final and binding to all Banks. IDF-OI shall not entertain any queries on its evaluation methodology for L1 Bank.

The formula which will be used for arriving at the L1 rates from among the various bids would be as here under:-

$$(100 * A + 1 * B + 1 * C) = D$$

Where:-

A is the rate in percentage quoted for Credit cards,

B is the flat rate quoted for Debit Card in Rs. per transaction

C is the flat rate quoted for internet banking in Rs. per transaction.

The Bank for which D is lowest shall be deemed as the L1 Bank.

Note- In case of a tie, the Bank with maximum no. of branches will be considered as L1 Bank. In case, if there is a Tie here also, then the Bank who has quoted lower for the 'A' & 'B' rate i.e. rate for debit/credit/pre-paid card (in percentage) would be declared the L1 Bank.

However the L1 rates as arrived after evaluation of the financial bid as per procedure outlined above need not be accepted by IDF-OI outright.

Consideration of rates with the L1 Bank could be done for finalizing the rates at which the contract would be awarded to the PGSP.

a) The bid should be comprehensive and inclusive for all the services to be provided by the Bank as per scope of his work. The work order would be issued to select Bank on the basis of the following bid and further negotiations between the department and the Bank 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.

b) The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the Bank and it shall be a fixed price bid. Once the prices have been tendered to department, no change / modification will be entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.). The prices once provided by the Bank will be valid for the entire period of validity of the bid as defined in the bid document.

c) Any revision (increase or decrease) in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid will be to the account of the Bank.

d) The bank shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.

The Bank having the lowest bid would be invited for consideration of rates for award of project by IDF-OI.

Bank should quote as per format given in Annexure II.

SECTION II

TERMS OF REFERENCE

3. SCOPE OF WORK

The objective of the RFP is to select a service provider who will provide Payment Gateway Services to registered users of IDF-OI.

(a) The Bidder should therefore be able to offer the online payment gateway services on the IDF-OI website for enabling new subscribers and existing subscribers to make online contributions using:- (i) Online Net Banking facility (ii) Debit Cards (iii) Credit cards

(b) Redirection of end users from IDF-OI's website (or any other site as directed by IDF-OI) to the Payment Gateway Service Provider (PGSP) web page over a secure encrypted channel is the main responsibility of the PGSP, and that is done over two steps:

a. Creation of the redirection string

b. Redirecting end users to the PGSP and then back to IDF-OI's website

c. Payment service must offer SSL (Secure Sockets Layer) for transaction security.

(c) Bidder as an aggregator is required to provide the above services to facilitate online payment services and may also be called upon to introduce new modes of online payments in tune with technological advancements. Bidder should directly have tie ups with Banks and Credit Card Payment Gateway (s) 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 data and reconciliation of such data against payments.

(d) Generate authenticated receipts as proof of transactions. An automated generated receipt of the payment through e-mail and SMS should also be sent to the payer.

(e) Providing an active message to the user/consumer indicating that a transaction has been either accepted or rejected.

(f) Allowing the consumer to review charges before final submission. Show PGSP's transaction charges, if any, separately.

(g) Allowing the user / consumer to try a different card number/payment mode if a transaction is rejected.

(h) Bidder should be able to integrate with the existing IDF-OI architecture.

(i) The Bidder shall provide daily MIS as per requirements towards identification and reconciliation of funds remitted by new and existing subscribers.

(j) Bidder should transfer the funds collected to the designated FCRA bank account of IDF-OI, not beyond T +1 day.

(k) 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 IDF-OI, 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 RBI upon internet banking and related security issues including transaction on Mobile, VISA, Debit Cards etc. shall be mandatorily binding on the PGSP and they are supposed to keep themselves updated about them.

(l) The service provider shall have to necessarily debit the user/consumer's account and credit to IDF-OI's designated accounts on instantaneous basis during such transactions. All settlement of transactions by PGSP will be as per applicable RBI guidelines in this regard.

(m) Financial systems shall have the ability to itemize separately PGSP fees and contributions received.

(n) Administrator access should be provided to the designated IDF-OI personnel for viewing information on all kinds of payments and relevant MIS reports.

(o) The PGSP would be responsible for reconciliation of the all the transactions on daily basis.

(p) The report on each transaction should clearly state

a. Name of person / organization money received from

b. Money received towards (Project Name)

c. Amount received and date

d. Payment Status (Accepted/Rejected etc.) and reason for rejection is applicable.

4. SERVICE LEVEL AGREEMENT

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 Bank to IDF-OI for the duration of this contract. SLA defines the terms of the successful Bank'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 IDF-OI in the SLA with successful Bank.

The successful Bank has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.

Note: Penalties shall not be levied on the successful Bank in the following cases:

The non compliance to the SLA has been solely due to reasons beyond the control of the Bank. e.g. the netbanking services of a given bank have been impacted all over the country / region, there is a force majeure event affecting the SLA which is beyond the control of the successful Bank.

i. The payment gateway has to be integrated with IDF-OI's application in not later than 10 working days. This time would start from the date, a formal communication has been sent by IDF-OI to the successful Bank till the time the payment gateway is integrated with the application and is ready for fund transfer.

ii. The payment gateway solution has to be up for at least 99.8% of the time for 24x7 period. The measurement would be done every calendar month per application integrated with the payment gateway solution. The successful Bank should share this uptime report clearly stating the uptime in percentage with all the departments whose applications have been integrated with the payment gateway system. This report should be shared within the first 5 working days of every calendar month through email.

iii. The payment gateway service should facilitate multiple users making transactions from various locations at a single point of time.

iv. 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 PGSP'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.

v. PGSP shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract.

vi. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.

vii. PGSP 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 PGSP.

viii. PGSP shall ensure that appropriate security measures are put in place to protect IDF-OI'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 IDF-OI server.

ix. PGSP shall ensure compliance with international information security standards and best practices.

x. Any information and/or data obtained by the PGSP from IDF-OI or the contributor shall be stored in a place physically secure from access by unauthorized persons. PGSP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by PGSP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.

xi. Throughout the term of this contract, IDF-OI shall have the right at any time to inspect PGSP's transaction records for IDF-OI charges and associated PGSP fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of PGSP. IDF-OI can get audited all or any of such accounts as per their discretion.

xii. PGSP shall provide IDF-OI with the capability to securely access, via password-protected site, to transaction information.

xiii. 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.

xiv. The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.

xv. The customer service centre provided to contributors for payment information and payment issues should be available 24X7. Popular media like toll free, email, sms should be used to record contributor payment issues.

xvi. All the contributor payment issues (including refund of failed transactions) should be resolved within a period of 2 days (irrespective of weekends or public holidays).

SECTION III

GENERAL TERMS & CONDITIONS

5. AWARD OF CONTRACT

5.1. Award Criteria

IDF-OI will award the Contract to the successful Bank as per Section 2.2 of this RFP.

5.2. Contract Period

The contract shall remain in force for a period of 1 years from the date of issue of work order. The term would be extendable by another 2 years by IDF-OI subject to the condition that the performance of the PGSP is satisfactory.

5.3. Right to accept / reject any or All Proposals

IDF-OI 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 Bank or Banks or any obligation to inform the affected Bank or Banks of the grounds for IDF-OI's action.

5.4. Notification of Award

Prior to the expiration of the validity period (90 days from the opening date of bids), IDF-OI will notify the successful Bank in writing or by fax, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful Bank's furnishing of performance security, IDF-OI will promptly notify each unsuccessful Bank.

5.5. Signing of Contract

After IDF-OI notifies the successful Bank that its proposal has been accepted, IDF-OI shall enter into a separate contract.

5.6. Performance Bank Guarantee (PBG)

- i. The successful bank shall have to submit to IDF-OI an undertaking in the form of Performance Bank Guarantee equal to INR 10 lakhs (Rupees Ten Lakhs Only) at his own expense, within fifteen (15) working days of the date of notice of award of the contract.
- ii. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the Bank.
- iii. The performance bank guarantee shall be valid till 6 months after the completion of the contract period. The performance bank guarantee may be discharged/ returned by IDF-OI upon being satisfied that there has been due performance of the obligations of the Bank under the contract. However, no interest shall be payable on the performance bank guarantee.
- iv. In the event of the Bank being unable to service the contract for whatever reason, IDF-OI would evoke the PBG. Notwithstanding and without prejudice to

any rights whatsoever of IDF-OI under the contract in the matter, the proceeds of the PBG shall be payable to IDF-OI as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the Bank's failure to perform/comply its obligations under the contract. IDF-OI shall notify the Bank in writing of the exercise of its right to receive such compensation within a reasonable time.

v. IDF-OI shall also be entitled to make recoveries from the Bank'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.

5.7. Failure to agree with the Terms & Conditions of the RFP

Failure of the successful Bank to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IDF-OI may award the contract to the next best value Bank or call for new proposals or invoke the PBG.

6. PAYMENT TERMS

i. Any fluctuation in prices due to inflation, tax regulations, will be borne by the Bank and not be passed on to the customer or IDF-OI.

ii. For the payment purposes, price reduction shall be applied on pro rata basis on all head, sub heads and items of the financial bid.

7. OTHER TERMS & CONDITIONS

7.1. Termination for Default

Default is said to have occurred:

i. If the selected Bank fails to deliver any or all contracted services as per service standards specified in the Contract.

ii. If the selected Bank fails to perform any other obligation(s) under the Contract.

iii. If the selected Bank in the judgment of IDF-OI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

In the event IDF-OI terminates the Contract in whole or in part, IDF-OI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bank shall be liable to IDF-OI for

any excess costs for such similar services. However, the Bank shall continue performance of the Contract to the extent not terminated. Alternately, IDF-OI would be free to fully take over the assets and operations earlier being undertaken by the Bank on mutually agreed terms, without prejudice to any other action as contemplated in the Contract.

7.2. Termination for Insolvency

IDF-OI may at any time terminate the contract by giving 30 days written notice to the selected Bank, If the latter becomes bankrupt or otherwise insolvent, termination will be without compensation to the selected Bank, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IDF-OI.

7.3. Force Majeure

- i. The successful Bank 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 Bank and not involving the successful Bank’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of IDF-OI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the successful Bank shall promptly notify IDF-OI in writing of such condition and the cause thereof. Unless otherwise directed by IDF-OI in writing, the Bank 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.

7.4. Resolution of Disputes

- i. IDF-OI and the selected Bank 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 thirty (30) days from the commencement of such informal negotiations, IDF-OI and the selected Bank/ have been unable to resolve amicably resolve dispute, either party may require that the dispute be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred for resolution to Vice Chairman, IDF-OI.
- iii. All Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

7.5. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed 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.

7.6. Confidentiality

i. The selected Bank shall not, without IDF-OI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of IDF-OI in connection therewith, to any person other than a person employed by the Bank 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.

7.7. General Terms & Conditions

i. The Bank 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 and with professional engineering and training / consulting standards recognized by national/ international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bank shall always act, in respect of any matter relating to this Contract, as faithful advisors to IDF-OI and shall, at all times, support and safeguard IDF-OI's legitimate interests in any dealings with Third parties.

ii. IDF-OI reserves the right to assess the performance of the Bank 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 Bank shall indemnify IDF-OI 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 Bank is not able to fulfill its obligations under the contract, which includes non completion of the work, IDF-OI reserves the right to select another Bank to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected Bank

v. The selected Bank shall not outsource the works assigned to any other party except their direct franchisees under any circumstances. This violation will attract towards 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 Bank for digitization or any other requirement should be handled with utmost care. The originals given to Bank should be returned without any damage. Protecting the sanity of originals is complete responsibility of the Bank. Any damages to the originals will invite penalties as decided by IDF-OI and recoverable from the negligent Bank.

ANNEXURE

Annexure - I: Format for Covering Letter

To
Chief Executive Officer
India Development Foundation of Overseas Indians
Akbar Bhawan, Chanakyapuri
New Delhi

Ref: Request for Proposal - Online Payment Gateway and Electronic Payment Services for IDF-OI

Dear Madam,
Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP. To meet such requirements and provide such services as required are set out in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan.

If our proposal is accepted, we will obtain a undertaking in the form of performance security, acceptable to IDF-OI, for a sum of INR 2.0 lacs (Rupees Two Lacs Only) for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of THREE MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IDF-OI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to IDF-OI is true, accurate and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IDF-OI as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company / corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name) Witness Signature:

(In the capacity of _____) Witness Name:

[Seal / Stamp of Bank] Witness Address:

Annexure - II : Format for Financial Bid

To
Chief Executive Officer
India Development Foundation of Overseas Indians
Akbar Bhawan, Chanakyapuri
New Delhi

Dear Madam,

Ref: Request for Proposal - Online Payment Gateway and Electronic Payment Services for IDF-OI – Financial Bid

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the said Project and to meet such requirements and provide such services as are set out in the Bid Document.

The detailed breakup of our Financial Proposal is shown below:

Sl. No.	Mode of Payment	Method for quotation rate per transaction	Charges Transaction per (in words)
1	Debit Cards	Flat rate in INR	
2	Credit Cards	Percentage of transaction value	
3	Internet Banking	Flat rate in INR	

Note -

- i. The rates quoted above are firm.
- ii. The transaction charges quoted above include our fees towards providing the online payment service to IDF-OI (Complete jurisdiction of the Company). This transaction charge is inclusive of the local taxes, service taxes, income tax, insurance, bank charges, payment channel charges etc. Except quoted as above NO other charges whatsoever shall be levied from users.
- iii. ONLY and under any circumstances IDF-OI will NOT be responsible for making any payment to us towards transaction charges or any other charges related to online payment service.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our bank and empowered to sign this document as well as such other documents which may be required in this connection.

Dated:

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and address of Bank) (Seal/Stamp of Bank)

Annexure - III: Format for Citations

For each of the projects, please provide a profile based on the following template

Sr.No	Information Sought	Detail
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contact coordinates: Name Designation Address Phone Number Mobile Number Email ID	
	Project Details	
3	Project Title	
4	State Date/ End Date	
5	Current Status (In Progress/Completed)	
6	Number of responding firm's staff deployed on this project (peak time)	
	Value of the Project	
7	Order value of the project(In rupees lakhs)	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this RFP is floated)	
9	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated.	
10	Description of the key areas where significant contributions are made for the success of the project.	