

ATTACHMENT OF TENDER ENQUIRY

Letter No. 4303 / TENDER NOTICE /17-18 Date: 21.08.17

UTTARAKHAND JAL SANSTHAN
ORIGINAL**Tender Document**
With
General Guidelines and Instructions**OFFICE OF THE CHIEF GENERAL MANAGER,**
UTTARAKHAND JAL SANSTHAN, JAL BHAWAN, 'B' BLOCK,
NEHRU COLONY, DEHRADUN-248001

Tender form for the: त्रि-वर्षीय दर अनुबन्ध आधार पर उत्तराखण्ड राज्य में स्थित विभागीय उपभोक्ताओं के जलमूल्य आदि के बिलों के विरुद्ध ऑनलाईन भुगतान प्राप्त करना एवं तत्सम्बन्धित कार्य हेतु ऑनलाईन पेमेंट गेटवे सेवा प्रदाता की सेवायें प्राप्त करना।

Cost of tender document	:	Rs. 1000.00 + 180.00
Earnest money to be deposited with the tender in the shape of (FDR/CDR/NSC/BG)	:	Rs. 30,000.00
Date of Pre bid meeting	:	28.08.17 at 11:00 a.m.
Date of Submission of bid	:	12.09.17 at 2:00 p.m.
Date of opening of technical bid	:	12.09.17 at 3:30 p.m.
Tender form issued to:		

M/s

.....

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Dated:

Secretary (Administration)

- Note:** - 1. Tender document can be purchased on cash payment mentioned above, from office of the Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Jal Bhawan, B-Block, Nehru Colony, Dehradun.
2. If, the tender document is required by post in India, cost of tender document mentioned above and additional sum of ₹100/- (₹ One Hundred Only), postal charges, in the shape of demand draft issued by Nationalized Bank in the name of Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun, payable at Dehradun shall be enclosed with the request. Uttarakhand Jal Sansthan will not be responsible for postal delay.
3. This tender document (in original) issued by the Secretary (Administration), Dehradun duly filled in and signed by tenderer should be submitted with the technical bid otherwise opening of the commercial bid shall not be considered.
4. Downloaded tender document from website <http://uj.s.gov.in>, duly filled in and signed by tenderer should be submitted along with cost of tender document mentioned above has to be enclosed with the tender document at the time of submission, in the form of demand draft issued by nationalized bank in the name of Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun, payable at Dehradun and with earnest money in due date and time positively, in the office of the Chief General Manager, Uttarakhand Jal Sansthan, Dehradun with the technical bid otherwise opening of the commercial bid shall not be considered.
5. Cost of tender document is not refundable and tender is not transferrable.

CONTENTS

S.No.	Description	Page No.
	Tender Notice.	4
	Terms & Conditions for Tenderers.	5-10
1.	Technical Bid	5-9
2.	Commercial Bid	10
	Scope of Works	11-16
	Declaration Part – I	17
	Declaration Part - II	17
	Memorandum	18
	Form of Experience	18
	GENERAL GUIDE LINES, INSTRUCTIONS, SPECIFICATIONS, TERMS AND CONDITIONS FOR TENDERERS	19-28
1.	Definitions	19-20
2.	Deposit Earnest Money	20
3.	Security Clause	20
4.	Encash of a Bank Guarantee	21
5.	Mode of Submitting Tender	21
6.	Submission of Documents	22
7.	Signing of Tender	22
8.	Important Notes	22
9.	Vague Offer	22
10.	Period for which Offer shall be Valid	22-23
11.	Expiry of Validity of Documents	23
12.	Validity	23

13.	PAN	23
14.	Cancellation of Tender	23
15.	Withdraw of Tender	23
16.	Service Level Agreement / Penalty	23-24
17.	Rejection/ Termination of Contract	24
18.	Rates/ Transaction Charges	25
19.	Refund of Failure Payment/ Charge Back	25
20.	Insurance	25
21.	Price Variation	25
22.	Bank Charges	25
23.	Orders	26
24.	Confidentiality	26
25.	Force majeure	26
26.	Transfer of Agreement	26
27.	Payment	27
28.	Parallel Contract	27
29.	Arbitration Clause	27
30.	Applicable Law	27
31.	Corruption and Fraudulent practices	27 - 28
32.	Address of the firm	28
	Schedule 'G'	29
	Annexure-‘1’: Declaration	31
	Performa for B.G. Bond	32

कार्यालय मुख्य महाप्रबन्धक, उत्तराखण्ड जल संस्थान, जल भवन, 'बी' ब्लॉक, नेहरू कालोनी,
देहरादून।

पत्रांक : 4303

/निविदा सूचना /2017-18

दिनांक : 21.08.17

निविदा सूचना

उत्तराखण्ड जल संस्थान की ओर से निम्न कार्य हेतु निविदा, टू-बिड सिस्टम (तकनीकी बिड एवं कार्मिशियल बिड) आधार पर निम्नानुसार आमंत्रित की जाती हैं।

धरोहर धनराशि रु.	निविदा प्रपत्र का मूल्य	निविदा प्रपत्र विक्रय की अंतिम तिथि एवं समय	निविदा प्रपत्र जमा करने की तिथि एवं समय	तकनीकी बिड खोले जाने की तिथि एवं समय
(1)	(2)	(3)	(4)	(5)
दर अनुबन्ध आधार पर उत्तराखण्ड राज्य में स्थित विभागीय उपभोक्ताओं के जलमूल्य आदि के बिलों के विरुद्ध ऑनलाईन भुगतान प्राप्त करना एवं तत्सम्बन्धित कार्य हेतु ऑनलाईन पेमेंट गेटवे सेवा प्रदाता की सेवायें प्राप्त करना				
30,000/-	1000.00 + 18% GST	11.09.17 upto 5:00 PM	12.09.17 upto 2:00 PM	12.09.17 upto 3:30 PM

शर्तें -

1. निविदा प्रपत्र विभागीय वेबसाइट <http://ujs.uk.gov.in> पर भी प्राप्त किया जा सकते हैं। वेबसाइट से डाउनलोड निविदा प्रपत्र को जमा करते समय निविदा प्रपत्र के साथ उक्त तालिका के कॉलम (2) में दिये गये निविदा प्रपत्र के मूल्य रु0 1000.00 + 18 प्रतिशत (जी.एस.टी.) का बैंक ड्राफ्ट, किसी भी राष्ट्रीयकृत बैंक से निर्गत, अधिशासी अभियन्ता, केन्द्रीय भण्डार, उत्तराखण्ड जल संस्थान, देहरादून के नाम से बनाकर प्रस्तुत करना होगा। निविदा प्रपत्र किसी किसी भी कार्य दिवस पर अधिशासी अभियन्ता, केन्द्रीय भण्डार, उत्तराखण्ड जल संस्थान, जल भवन, नेहरू कालोनी, देहरादून के कार्यालय से क्रय किये जा सकते हैं।
2. निविदा की प्री0 बिड मिटिंग दिनांक 28.08.17 को प्रातः 11:00 बजे कार्यालय मुख्य महाप्रबन्धक, उत्तराखण्ड जल संस्थान, जल भवन, बी-ब्लॉक, नेहरू कालोनी, देहरादून में आहूत की जाएगी।
3. किसी भी निविदा को बिना कारण बताये निरस्त करने का अधिकार विभाग को होगा।
4. शेष समस्त नियम एवं शर्तें निविदा प्रपत्र में देखी जा सकती है।

ह0/-
सचिव (प्रशासन)

प्रकाशन के लिए नहीं।

पत्रांक : 4303

/ निविदा सूचना /2017-18 दिनांक : 21.08.17

प्रतिलिपि : निम्नलिखित को सूचनार्थ प्रेषित।

1. मुख्य महाप्रबन्धक, उत्तराखण्ड जल संस्थान, देहरादून।
2. महाप्रबन्धक, उत्तराखण्ड जल संस्थान, (टी.आर.एम./मु.), देहरादून/नैनीताल/पौड़ी/पिथौरागढ़।
3. समस्त अधीक्षण अभियन्ता, उत्तराखण्ड जल संस्थान,
4. समस्त अधिशासी अभियन्ता, उत्तराखण्ड जल संस्थान,
5. वरिष्ठ लेखाधिकारी, उत्तराखण्ड जल संस्थान, देहरादून।
6. अधिशासी अभियन्ता, केन्द्रीय भण्डार, उत्तराखण्ड जल संस्थान, देहरादून को इस निर्देश के साथ प्रेषित कि उक्त निविदा के निविदा प्रपत्र विक्रय किया जाना सुनिश्चित करें।
7. नोटिस बोर्ड।

प्रतिलिपि: निम्न को इस आशय से प्रेषित कि उक्त ई-निविदा सूचना का प्रकाशन डी.ए.वी.पी./शासकीय दरों पर समाचार पत्र में दिनांक 22.08.17 अथवा 23.08.17 को एक बार प्रकाशित करने का कष्ट करेंगे। निविदा सूचना अपूर्ण, अस्पष्ट व विलम्ब से प्रकाशित करने पर बीजक का भुगतान नहीं किया जायेगा। बीजक के साथ आर.ओ., डी.ए.वी.पी./शासकीय स्वीकृत दर व प्रकाशित पत्र की प्रति जमा करनी होगी।

8. मैसर्स हब क्रीयेटीब्स् प्रा.लि., 46/2, टैगोर विला, चकराता रोड, देहरादून को समाचार पत्र टाईम्स ऑफ इण्डिया (अंग्रेजी) दिल्ली संस्करण एवं अमर उजाला (हिन्दी) के दिल्ली संस्करण न्यूनतम स्पेस में प्रकाशन हेतु।

ह0/-
सचिव (प्रशासन)

TERMS & CONDITIONS FOR TENDERERS

1. The Tenderer should be a registered company under Companies Act, 1956 of India and in existence for atleast 5 years and should be authorized by Reserve Bank of India (RBI) to provide Internet Payment Gateway Services/Other Payment Collection services.
2. The tender should be submitted on the basis of two bid system, subscribed envelope 'A' "Technical Bid" and envelope 'B' "Commercial Bid" both the envelopes shall be put in a single cover subscribed "Tender Notice No. and Date".
3. The "Tender" in the official Tender Form (in original) issued by the Secretary (Administration), Dehradun or downloaded through website shall be duly filled in and signed by a duly authorized person. The cost of downloaded tender document to be paid in the form of demand draft issued from nationalized bank payable at Dehradun in the name of Chief General Manager, Uttarakhand Jal Sansthan, Dehradun at the time of submission shall be attached with the tender document.
4. The tenders without earnest money and concurrence to deposit security amount in the event of acceptance will not be entertained.
5. Earnest money in the following forms should invariably be put in a separate envelope with the technical bid. It should be valid for 12 months from the date of opening of the tender. A photocopy of EMD can be retained by the tenderer for claiming the refund of the EMD after the entire procedure is completed. EMD of ₹ 30,000.00 in the form of F.D.R/ C.D.R/ N.S.C./B.G, issued from any Nationalized/ Scheduled Bank/ Post Office in India, duly pledged in the name of Secretary (Administration), Uttarakhand Jal Sansthan, Dehradun shall be attached.
6. The tenderer shall ensure that the tender is positively received in the office of the Chief General Manager, Uttarakhand Jal Sansthan before or on the date and upto the time given in the tender notice. However, if any tender is received by post upto the scheduled date and time of opening of tender, the same shall also be considered. Uttarakhand Jal Sansthan will not be responsible for late receipt of tender in the office of Chief General Manager, Uttarakhand Jal Sansthan on account of postal delay etc. and such tender(s) shall not be entertained. Document what-so-ever submitted after the schedule time of receipt of tender on the date of opening of the tender shall not be considered. All papers must invariably be submitted with the tender.
7. Tenderers must note it carefully that the such forms, Declaration Part-I, Declaration Part-II, Memorandums, Form of experience, Schedule 'A', Annexure-1 and 2 etc. attached with this tender document must invariably be filled up completely and duly signed by a person(s) authorized to do so. Other blank spaces, meant to be filled by tenderers, must also be filled up otherwise the offer will be treated incomplete and will be liable for rejection.
8. The tender document should be signed only by a person to whom the power is delegated or authorized by the company/ firm.

9. In case, the date of opening of tender is declared a public holiday, the tenders shall be opened on the next working day. If the last date for the sale of tenders is declared a public holiday, the tenders would be sold up to the next working day and the tenders would then be opened on the next working day thereto.
10. The tender document should be clear and without over-writing or corrections but in case if corrections are necessary they must be made by drawing a line over the wrong entry and writing the correct rate and the correction must be initialed by the tenderer. Rates shall be given clearly in figure as well as in words.
11. Rates shall be quoted in prescribed tender documents that will be purchased by the contractor/firm from the department. If rate quoted in any other paper or a letter pad shall be in the format of schedule 'G ' as per tender document.
12. Stamp duty will be borne by the tenderer according to Govt. rules and regulations.
13. The envelope 'A' shall be first opened and if it is found in order as per terms and conditions of the tender document, then the envelope 'B' containing the bids shall be opened and rates announced otherwise the bid will be rejected.
14. Preference will be given to state units of Uttarakhand according to Uttarakhand Government Order No. 261 / VII-2-14/143-उद्योग / 2003 dated 19-03-14 and as per guidelines of Procurement Rules 2017.
15. The work shall be started within 7 days after the work order.
16. Validity of quoted rates shall be for contract period.
17. Taxes will be deducted according to Govt. rules and regulations by the department from the bill at the time of payment. Certificate of same shall be issued to the contractor.
18. The contract bond and work will be executed by the Secretary (Administration) as per guidelines of Procurement Rules 2017.
19. Contractor will provide everything at site which is necessary to execute the work at their own cost. It will be the sole responsibility of the contractor to transport the related material at site at their own cost. Department will not be responsible for any loss due to accidents during the transportation or during the execution of the work.
20. In case there happens to be any accident at site like human loss, breaking of material etc. in the site, the department shall not compensate for any loss and the rectification shall be solely responsibility of the bidder.
21. All defects against workmanship shall be rectified by the bidder free of cost during contract period and also after contract period.

22. Technical Data, literature along with detailed specifications is duly filled and shall be enclosed by tenderer with the Technical Bid.
23. A collection Bank account / Bank Name shall be given by UJS to successful bidder. The bidder shall arrange to collect the amount and credit the funds to collection account as per the RBI guidelines.
24. The tendering firm will be responsible for charge-back for failure payment within a period of 72 hours. The department is not responsible for any legal action taken by user/ consumer due to non charge-back or delay in charge back. The department shall not compensate for user/ consumer, it shall be solely responsibility of the bidder. The bidder has to furnish the details (address, name of the responsible person, telephone number (M/LL), fax, e-mail).
25. Conditional/ Telegraphic/ Telephonic/ Fax offer shall not be entertained.

TECHNICAL BID

26. The tenderer / company is required to submit the following documents/certificates along with his offer, it shall be attached in separate sheet in same order as given below. All certificates or documents required to be submitted with the tender should also be self attested duly and attached firmly with tender form.

The following documents must be attached by the tenderer with the technical bid, otherwise the tender will be treated incomplete and will be rejected, submission of these certificate is mandatory. It is requested that the all following certificates shall be definitely attached with the technical bid in the following order. If any of the essential conditions is not fulfilled by the bidder, it will be treated as technically unqualified and their commercial bid will not be opened. Without cost of tender document and earnest money deposit, tender will be treated incomplete and will be rejected

S.No.	Particulars	Information to be filled and uploaded by the tenderer	Proof to be attached by the tenderer and Remark to be written as Attached or Not Attached
1	Name of the Tendering Firm:		
2	Correspondence address of tendering firm:		
3	Phone No. (Landline/Mobile):		
4	Name and Phone No. of Contact Person regarding any enquiry about this tender		
5	E-Mail Address		
6	Website		

7	Cost of Tender document deposited vide: (Rs. 1180.00)	Bank Draft No.: Date: Rs.	
8	Earnest Money (FDR/CDR/BG) Reference Dated:		
9	Rs. 30,000.00	Rs.	
10	EMD Valid upto		
11	Name of Bank/Post Office		
12	Tenderer should be a registered company under Companies Act, 1956 of India and in existence for atleast 5 years. <i>Proof to be enclosed by the tenderer with the technical bid.</i>		
13.	Tenderer should be authorized by Reserve Bank of India (RBI) to provide Internet Payment Gateway Services / Other Payment Collection services. <i>Proof to be enclosed by the tenderer with the technical bid.</i>		
14.	Goods and Service Tax (G.S.T) Registration No.: <i>Proof to be enclosed by the tenderer with the technical bid</i>		
15.	Permanent Account Number (PAN): <i>Proof to be enclosed by the tenderer with the technical bid.</i>		
16.	For internet payment gateway services/ Other Payment Collection Services, bidder should comply to serve with multiple modes of payment enlisted, but not limited to, as under: <i>(Please select Yes/ No for which service provided/ applied by the tenderer and attached appropriate documentary evidence for select service)</i>		
a.	By Credit Card: Acceptance of all major credit cards (Visa/MasterCard/Amex/Diners/Maestro/Rupay etc); an undertaking to be provided with the bid.	Yes/ No	
b.	By Debit Card: associated with atleast twenty five (25) different leading banks that should include most of the renowned nationalized/public sector banks as well; the list to be provided with the bid.	Yes/No	
c.	By Netbanking: associated with atleast twenty five (25) different leading banks out of which atleast 10 should be nationalized/public sector banks ; the list to be provided with the bid.	Yes/ No	
d.	By Cash Cards/e-Wallet: associated with atleast five (3) different sources; the list to be provided with the bid.	Yes/ No	
e.	By NEFT/ InstaPay or any other available mode allowing citizens to make online payments through net. Registered with RBI for processing such transactions.	Yes/ No	
f.	By ECS/ NECS services: Registered with RBI for processing such transactions.	Yes/ No	
g.	By BBPS: The Bidder should be a licensed Operating Unit for the Bharat Bill Payment Service (Should be attached BBPS License copy).	Yes/ No	

g.	By IMPS services: Registered with RBI for processing such transactions	Yes/ No	
17.	The bidder should have experience in providing Internet Payment Gateway services/ other Payment Collection services at least fifteen (15) large institutions. Out of which minimum five (5) should be Central Government/State Government/Municipal Bodies/Public Sector organizations. (Documentary Proof should be attached and Satisfactory Certification in support of live implementations for atleast 5 clients should be attached)		
18.	The bidder should have mechanism for auto updating of pending/ failure transaction (Should be attached brief description)		
19.	The tenderer should have functionality to have single API for integration of payment gateway which will be compatible with web, mobile and Tablets. The tenderer should have mobile OS (android/ windows etc) based payment gateway API. (Yes/ No)		
20.	The tenderer should have high availability network/server infrastructure in place to support 24x7 modes. The tenderer has to have minimum SSL 128 bit encryption for payment gateway service. (Yes/ No, attached location, specification of server system)		
21.	The tenderer should be certified for PCI DSS (Payment Card Industry Data Security Standard) certified 2.0 and possess ISO-27001 Certification (for Information Security Management System). (Documentary evidence attached)		
22.	The tenderer should have no record of being black-listed by any Government/ Public Sector/ Multinational/ National companies (<i>Self-declaration Certificate supporting document should be attached with the bid</i>).		
23.	Rs. 100.00 Non-judicial stamp paper affixed with Rs. 1.00 Revenue ticket with signature to be enclosed by the tenderer with the technical bid.		
24.	Security Amount – Tenderer have to deposit security amount as per value of work @ 10% at the time of execution of contract bond. An undertaking to be enclosed by the tenderer with the technical bid.		
25.	Tenderer shall have to furnish an undertaking that the work will be completed within time period allotted as per the order issued, otherwise the tenderer accepts the penalty whatever enforced by the department.		

1. All certificates or documents required to be attached with the tender should also be self attested duly and attached firmly with tender form.

Note:

- If at a later stage it is found that any Bidder has provided false information or has wrongly certified the conditions stated in eligibility criteria, the bidder/SP shall be liable for legal action.
- Documentary proof for above Eligibility Criteria or Pre-qualification criteria, wherever necessary, has to be enclosed with the bid failing which the bid shall be liable for rejection.

SIGNATURE & SEAL OF TENDERER

COMMERCIAL BID

2. The tenderer are requested to quote firm and fix rates in Indian Rupees for each article as mentioned in the tender document schedule 'G'.
3. The rates/transaction charges should be clearly mentioned in figures as well as in words.
4. The rates/transaction will not be subject to any escalation at a later stage.
5. The rates duly filled in “**BOQ**” format (as per Schedule ‘G’ – Commercial Bid) separately:-
 - (i) The tender is for rate contract, the department shall finalize the work rates/transaction charges as per lowest rates quoted by any bidder. Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.
 - (ii) The rates/transaction charges should contain the collection work cost, on a fixed cost/ Percentage basis of per transaction. The department will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, train fares, halting expenses, transport, lodging, boarding etc. The rates/transaction charges are exclusive of statutory duties such as GST and any other Central, State Govt. levies which are to be shown separately and shall be payable as applicable.
 - (iii) The Service Provider agrees, based on the representations, warranties and indemnities of the department as contained herein and subject to the terms and conditions of this Agreement, to acquire from the department the Transactions on the Website and pay to the department the amounts of such Transactions in full i.e water and sewer bill value etc. Commission, charges and costs etc for such payment regarding water and sewer value shall be borne by the USER. No charge for the such transaction shall be paid by UJS or debited to/ recovered from UJS account.
6. No other document will be attached with the commercial bid.

NOTE:

Any enquiry regarding this tender can be obtained from the following officers.

Shri L.K. Adlakh,
Secretary (Administration)

- Phone (O) 0135-2676260 (Extn-21)
(M) +91-9412057888
E-Mail: secyadm-js-ua@nic.in

SCOPE OF WORK(S)

1. Scope of Work and Other Conditions:

1.1 Project Features:

- 1.1.1 UJS is looking forward to select Internet Payment Gateway Service/ other Payment Collection service Provider for providing Integration and Implementation of Electronic Payment Services at the office.
- 1.1.2 The Scope of the current assignment broadly covers provisioning of Payment Gateway (PG) services to enable online payments by the citizens/ payers/ UJS Clients through Credit cards/Debit cards/ Netbanking/ Cash Cards/ NEFT/ ECS/ BBPS etc for any services decided upon by UJS.
- 1.1.3 A typical Internet Payment Gateway for UJS works on the following steps, however bidders may present an improved process followed by them:
 - i) The customer logs into UJS portal and accesses the Payment Gateway facilities to pay the water/ sewer bill amount or any other online payment services available by UJS for online real-time. The Customer can view his payment amount at the website and then proceed to make the payment.
 - ii) Upon successful completion of the process the customer is then guided to online payments page where customer is presented with option of making Online Payment using a Credit Card or a Debit Card / Gateway service etc.
 - iii) The customer 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 etc or the Debit Gateway where he need to use acceptable debit cards or net banking accounts).
 - iv) If the customer chooses the credit card mode of payment, then it will open up the Credit Card Gateway section, where the customers enters the required validation details (card number, expiry date, verification number etc)
 - v) In case the customer chooses the Debit mode of payment, then it will open up the Debit payment Gateway section of the relevant bank where he enters the requisite validation details (Debit Card Number/net banking user ID and Password etc)

- vi) 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 on UJS controlled linked portal showing the payment confirmation number. Simultaneously data is transmitted electronically to UJS intimating the success/failure of the transaction.
- vii) The money collected from the successful transactions will be pooled into the designated collection account of UJS maintained with the identified bank.
- viii) The Bidder shall have to necessarily debit the user/ consumer account and credit the UJS's designated accounts on T+1 (T=date of collection of funds T+1 = next day (before 6:00 PM)). In case 'T' is Saturday than bidder shall have to necessarily debit the user's/ consumer's account and credit to the UJS's designated accounts on T+2 (before 6:00 PM). In case, the next day is a holiday as notified by RBI/ Bank Holiday for the purpose of electronic settlement/ transfer of funds, then next working day shall be considered.
- viii) The bidder will reconcile the money collected against the payment instructions issued and provide consolidated payment instructions to UJS in a format/frequency as desired by UJS.
- ix) The bidder should have functionality to have single API for integration which will be compatible with web, mobile and Tablets
- x) The bidder should have payment gateway API or website functionality for Android/ Windows or any another mobile OS apps.

1.1.4 ECS/NECS PAYMENTS

- i) The ECS services would be driven by the UJS and made available to the Consumers at Dehradun or such other locations where the RBI ECS Service is available.
- ii) The application forms for the ECS/NECS facility shall be made available and distributed to the consumer by the UJS.
- iii) Consumers will need to fill in the relevant bank details, sign the form, gets it verified by their banks and drop it at any UJS locations or alternately mail it to the address specified by the UJS. In case the Forms are not verified by the Consumer's Bank, Bidder will lodge the mandates with the Bank.
- iv) Bidder will process the registrations and enroll the consumer for the facility and update the back-end systems accordingly.

- v) Thereafter, every cycle, Bidder shall collect from UJS the summary details and amount due of such registered consumer and initiate the process for debit to their designated bank accounts.
 - vi) Bidder shall process the transaction through RBI's ECS mechanism and shall provide UJS with reconciled information on the payments.
 - vii) On receipt of clear funds from the ECS processing the money shall move to the UJS as per RBI settlement process.
 - viii) In the event of any unsuccessful transactions, (i.e. where the consumer's bank fails or rejects the transactions due to insufficient funds etc.), Bidder shall make the information available to UJS. Bank/Bidder shall recover the ECS return charges from their customer only not from the UJS.
- 1.1.5 A collection Bank account / Bank Name shall be given by the UJS to successful bidder(s). The bidder(s) shall arrange to collect the amount through the payment gateway and credit the funds to this collection account as per the RBI guidelines. In case the appointed bidder, credits the stated transaction amount in bank account(s) other than that specified by UJS, the same would be treated as a case of fraud and breach of contract by the bidder. Such an action may invoke appropriate penal action against the bidder.
- 1.1.6 The bidder shall make all arrangement to ensure that the online payment transactions are executed using secure service that encrypts all Credit cards/Debit Cards/Cash Cards/Net banking/personal information details. These services should operate behind security firewall to ensure maximum protection of customer's information and use industry-standard SSL (secure sockets layer) technology, for encryption of this data.
- 1.1.7 For all online payment transactions, the payment gateway should provide a minimum of 128-bit SSL encryption, with real time authorization and capturing the transaction details.
- 1.1.8 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 mechanism between UJS, user/customer and credit card processor/ issuer to avoid fraudulent transactions. The secure mechanism should also ensure fast and efficient transaction processing. The bidder should have Risk management Solution.
- 1.1.9 The bidder should have functionality to pass the same reference number till the transaction is successful to avoid duplicate payments. (If first attempt is failed, and the same user is attempting to make payment, same reference number will be used)

- 1.1.10 The payment gateway should generate authenticated receipts as proof of transactions. An automated generated receipt for the payment sent to the payer/customer through e-mail and SMS shall be an added advantage.
- 1.1.11 Bidder would be responsible for maintaining all security compliances necessary for enabling the online transaction.
- 1.1.12 All guidelines issued by RBI from time to time with respect to online payment transaction (including net banking, credit/debit/cash card/ECS etc) shall be mandatorily binding on the Bidder. The bidder should keep themselves updated on them and ensure necessary up gradations/ enhancements for complying with the guidelines.
- 1.1.13 The bidder shall be responsible for security/upkeep of data maintained on portal service located in its data center through proper security devices Firewall protection, IDS, IPS etc. The bidder should create back-up of the transaction data on weekly 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 UJS 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 Information Technology Act 2000 and its amendments or such other relevant provision applicable to the cyber offences.
- 1.1.14 At any point of time, UJS may add new services under online payment mechanism. For all such services, the Bidder shall provide the payment gateway services as per the terms and conditions agreed with in this contract.
- 1.1.15 Integration between the UJS Portal and Bidder site should be done by the bidder in consultation with the UJS team. Bidder should provide all the necessary connectors (inform of APIs etc.) and support whereas the UJS team will provide the required parameters for making the online transaction.
- 1.1.16 The Bidder shall be responsible for reconciliation of all the transactions on a daily basis.
- 1.1.17 UJS should be enabled to aggregate the payments with reconciled information. In this regard Datewise/ month wise/as required transaction summary (accepted, rejected, incomplete transaction, online payment charges collected from payers etc.), MIS reports in hard & soft copies (both non editable & editable) should be provided by bidder. Note: encryption can be used for the generation of the reports.

- 1.1.18 Bidder should respond to systems malfunctions in timely manner; they must diagnose, respond and solve problem/issues related to online payment services in accordance with the *SLAs/ Merchant Legal Agreement.
- 1.1.19 Administrator access should be provided to the designated UJS personal for viewing information on payments, customer issues count, pending issues and resolved issues and relevant MIS reports.
- 1.1.20 The Bidder should provide 24X7 support & login facility. Bidder should also provide customer helpline through local & toll free telephone number to citizens who wish to make online payments.
- 1.1.21 The telephone numbers and support email ID must appear prominently on the bidder payment page.
- 1.1.22 The bidder should also take permission from UJS for displaying any content (advertisement, company logo, company name etc.) on the payment site.
- 1.1.23 Successful bidder should provide technical help as and when required for integration of the payment gateway API in UJS applications.
- 1.1.24 Successful bidder shall provide training for integration for a period of at least 1 week to the designated technical team of UJS.
- 1.1.25 The bidder shall provide all the material mentioned in the tender along with the technical support persons for onsite support if required.
- 1.1.26 The bidder shall be able to provide adequate training for installation and maintenance of any software required for this project to the staff of UJS onsite of the installation.
- 1.1.27 Overall timeframe for making the online payment gateway through the UJS portal (including integration with UJS) shall be 3 weeks from the date of the award of the contract.
- 1.1.28 A mere Non-Disclosure Agreement (NDA) sign-off may not work here; a technical solution is intended instead, preferably with use of 'https://' secured site that facilitates data transmission and storage in encrypted form with no accessibility or visibility to other than UJS authorized users.
- 1.1.29 Daily log/ MIS will be made readily available through the URL provided by the Service Provider software.

2.2 Expected Volume of Transactions:

Going for the Transactions based service;

- Total consumer's online data : 6 Lacs (Approx.)
- Total Monthly Average online payment : 8,000 transactions
- Average Bill amount : Rs. 600.00 (4 month bill)

In year 2016-17 Total Online Successful Transaction

No. of Successful Transaction	:	74086
Amount in Rs.	:	7,00,059,12.00

Figures above are provisional/ indicative and may vary substantially.

Note: This is requested to all bidders before quoting rates please contact Secretary (Administration) for more detail about software / work.

SIGNATURE AND SEAL OF THE TENDERER

DECLARATION PART-I

It is hereby declared that I/ We the undersigned have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful power of attorney.

It is also certified that all the terms and conditions etc. of the tender document are fully acceptable to me/us except the following clauses/ sub-clause(s).

S. No.	Clause/ Sub-Clause No.	Remarks
(i)		
(ii)		
(iii)		

DECLARATION PART-II

I/We deposit herewith as earnest money ₹ (Rs.....) in following form as specified in terms and conditions of this tender.

I/We also agree to deposit required security money as per terms and conditions of this tender. The details of deposit of earnest money are given below.

S. No.	Description	Amount	Name of Issuing Bank
1.	FDR/CDR/NSC No. & Date of any Nationalized /Scheduled Bank/Post Office in India.		
2.	Bank Guarantee No. And date of any Nationalized/Scheduled Bank in India.		

I/We also agree to deposit 10% security money as per terms and conditions of this tender.

Date:

SIGNATURE & SEAL OF TENDERER

Address:

NAME

DESIGNATION

ON BEHALF OF

MEMORANDUM

For Integration and Implementation of Internet Payment Gateway Services/ Other Payment Collection Services

If my/our offer is accepted, I/We hereby agree to abide and fulfill the terms and conditions annexed hereto and within 15 days of the date of receipt of an information of acceptance of my/our offer from the Secretary (Administration), Uttarakhand Jal Sansthan, Dehradun we shall communicate in writing my/our acceptance of such offer and shall also execute an agreement embodying the conditions hereto attached. I/We also agree that the report format, specifications, terms and conditions set forth in the offer from the Secretary (Administration), Uttarakhand Jal Sansthan, Dehradun together with its acceptance thereof in writing by me/us shall be the agreement.

I/We further agree that in the event of my/our failure to convey my/our acceptance of the offer from the Secretary (Administration), within 15 days (Fifteen days) of its receipt as above, it will be open to the said Secretary (Administration) to withdraw the offer and forfeit the earnest money deposited by me/us.

Date: The day of20

FORM OF EXPERIENCE

(TO BE FILLED BY THE CONTRACTOR/FIRM)

I have **Integration and Implementation of Internet Payment Gateway Services** work noted below to various organizations to their entire satisfaction. We also enclose true copies of certificates of our experience.

S. No.	Order No and Date.	Address by whom order placed	Details of Work	Value of Work

Date: SIGNATURE & SEAL OF TENDERER

Address: NAME

DESIGNATION

ON BEHALF OF

UTTARAKHAND JAL SANSTHAN
JAL BHAWAN, 'B' BLOCK, NEHRU COLONY, DEHRADUN

**GENERAL GUIDE LINES, INSTRUCTIONS, SPECIFICATIONS, TERMS AND
CONDITIONS FOR TENDERERS**

Please carefully go through these papers and ensure compliance as non-compliance of any of these conditions may make your offer invalid.

1. **DEFINITIONS**

"*Chief General Manager*" means the Chief General Manager, Uttarakhand Jal Sansthan for the time being incharge of the Uttarakhand Jal Sansthan, Uttarakhand.

"*Finance Director*" Finance Director of Uttarakhand Jal Sansthan means time being incharge of financial activities of Uttarakhand Jal Sansthan, Uttarakhand (herein called the "F.D").

"*General Manager*" General Manager of Uttarakhand Jal Sansthan, means time being incharge of Uttarakhand Jal Sansthan, Uttarakhand for Head Quarter/Garhwal/Kumoun/ Pithoragarh Region (herein called the "G.M")

"*Secretary (Administration)*" means the Secretary (Administration), Uttarakhand Jal Sansthan, Dehradun who is the Nodal Officer of departmental computerization activities and will operate the contract (here-in-after called Secy (Adm)).

"*Service Provider*" means the firm and represent person, partners or company contracting with the department by the indenture of which these conditions from part, and the pronouns. "he" and "his" where used in reference to the Service Provider shall respectively and in substitution for their ordinary meaning have the meaning of "they" and "theirs" when the Service Provider is a partnership or meaning of "it" and "its" when the Service Provider is a body corporate.

"Department" means the Uttarakhand Jal Sansthan which expression where the context so admits or implies includes his successors-in-office and assigns.

"Notice in Writing" or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee. Any notice so posted shall be deemed to have been received at the time when in the ordinary course of post it would have been delivered.

"**Authorisation**" means the process by which the Bank approves a Transaction as stipulated by the Bank from time to time and includes approval flashed on the electronic data capture machine or telephonic approval in absence of electronic data capture machine.

"**Integration**" means the integrate Internet Payment Gateway Services with the department payment portal i.e. <https://ujs.uk.gov.in>, <https://ujsbill.uk.gov.in> and <https://ujsmis.uk.gov.in>.

“Internet Payment Services” means a credit, debit or any other card, Net Banking Service, NEFT, ECS/NECS and IMPS service issued by an Issuer.

“User/ Consumer” means person to whom an Internet Payment Services is issued or who is authorised to use that Internet Payment Services through the department payment portal.

“Issuer” means a licensee of a Organisation issuing a Internet Payment Services.

“Chargeback” means a Transaction that is returned to the tenderer by the Issuer.

“Commission” means the commission payable to the Service Provider by User/ Consumer for facilitating a Transaction.

“Transaction” means an act between a user/ consumer and the Department on the Website for the payment by a user/ consumer to Department by way of purchase of services, donation or otherwise.

“Website” means a site on the internet owned and maintained by Department to conduct business and facilitate e-commerce transactions.

2. **DEPOSIT EARNEST MONEY**

- a. The tenderers shall deposit the amount as Earnest Money in the forms as specified in terms and conditions of this tender. General Manager shall have the right to enhance the amount of Earnest Money as and when required.
- b. After the acceptance of the offer, earnest money deposited in the form of F.D.R/C.D.R/N.S.C/B.G. will be retained as a part of the security money for the satisfactory completion of the agreement and will be refunded 12 months after completion of all orders placed upto twelve calendar months from the date of entering into an agreement under this contract and for this purpose the date upto which the deposit should be valid shall be extended to the extent considered necessary by the Secy (Adm).
- c. The tenderer shall also have to deposit security as per terms and conditions of this document for the performance of all the conditions and stipulation of the agreement in addition to earnest money deposited with the tender (Para-2a). No interest will be payable by Jal Sansthan on the Earnest Money/ Security Deposit.
- d. The Earnest money will be refunded to the unsuccessful tenderers after completion of the entire tender procedure.

3. **SECURITY CLAUSE**

The required security money along with earnest money in the form of FDR/CDR/N.S.C/B.G would be kept deposited by the Secy (Adm) which would be valid for 39 months from the entering of contract bond. The security money will be FDR/CDR/N.S.C/B.G of the aforesaid amount from any Scheduled/ Nationalised Bank/ Post Office in India on the prescribed performa of the department. If the Secy (Adm) so desires, the value and validity of security to be deposited may be increased at his discretion at any stage and at any time. No interest will be payable by the Jal Sansthan on the security deposit.

4. **ENCASH OF A BANK GUARANTEE**

- a. If the period of contract is for any reason extended, the supplier shall have the Bank Guarantee extended upto the period of 12 months after the date upto which the contract or the work period is extended or he shall furnish a fresh Bank Guarantee for the same amount or as directed by Secy (Adm) to cover a period of 12 months beyond the extended period and if the contractor fails to do so, it will amount to a breach of the contract thereby entitling the Secy (Adm) to encash the Bank Guarantee.
- b. The security money shall be released after 03 months from the date of satisfactory completion of all the works against the contract and after deductions of any liability against Contractor.

5. **MODE OF SUBMITTING TENDER**

- a. The tender should be submitted on the basis of two bid system, subscribed envelope 'A' "Technical Bid" and envelope 'B' "Commercial Bid" both the envelopes shall be put in a single cover subscribed "Tender Notice No. and Date, Name of Article and last date for the submission of the Tender" in the official Tender document (in original) issued by the Secy (Adm) or downloaded from website duly filled in and signed by a duly authorized person.
- b. In the event of space being insufficient for the required purpose, additional pages of the size: 22.5cm x 28.5cm may be added. Each such additional page must be numbered consecutively, bearing tender number and date and should be duly signed by the authority that has signed the tender form. In such cases reference of the additional pages must be made in the tender form.
- c. All other pages, certificates or documents required to be submitted with the tender should also be certified duly and attached firmly with tender form. It should be properly sealed. The envelope should be addressed to the Secy (Adm), Uttarakhand Jal Sansthan, Dehradun.
- d. The quantities, if any, in the tender notice shall be deemed to be only approximate and will not in any manner what-so-ever be binding on the department.
- e. The tender must reach to the Secy (Adm), Uttarakhand Jal Sansthan, Dehradun, not later than 15:00 hours on the date of the opening of the tender. Tenders sent by hand delivery should be dropped in the Tender Box before the above time. The Tender Box will be kept in the room of the Secy (Adm) any place indicated by Secy (Adm) on the date of the opening of the tender.
- f. No document/ Correspondence will be entertained after the closing time of the tender.
- g. Tenders shall be opened at the scheduled time on the date of opening (Date and time mentioned in the tender notice) in the presence of such tenderers or their any authorized representatives who choose to be present. In case the opening of tenders is to be attended by any representative of a firm, his name should be mentioned in the tender itself and the tenderer should also furnish to his representative a letter of authority bearing representative's attested signatures.
- h. Rates, discount, rebates, sales tax, excise duty or any other duties & taxes should be written both in figure as well as in the words and there should be no cutting or overwriting. In case any difference in rates written in word and figures, the rates written in words will be taken as correct.
- i. Discount/ rebate offered should be valid for the full validity period of the contract.

6. **SUBMISSION OF DOCUMENTS**

Until & unless asked by the Secy (Adm) specifically, document whatsoever, submitted after the scheduled time of receipt of tenders on the date of opening of the tender shall not be considered. Please submit all papers with tender.

7. **SIGNING OF TENDER**

- a. The tender is liable to be ignored if complete information is not given therein. Please note that conditions given in the tender documents shall govern the contract. It may please be noted carefully that till such time that a fresh agreement is drawn up embodying the agreed conditions, the conditions given in the tender document shall govern the contract. The tenderer should note this carefully.
- b. The individual signing the tender and/or other documents connected with the contract must write his name in BLOCK LETTERS under his signatures.
- c. The individual signing the tenders and/or other documents should specify whether:
 - (i) He is the sole proprietor of the firm or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm, if it is a partnership firm, in such case he must have authority to refer to arbitration dispute concerning the business of the membership by virtue of partnership agreement or a Power of Attorney.
 - (iii) Constituted attorney of the firm, if it is a company under the meaning of Company Law, a certified Photostat copy of the power of attorney should be attached.
 - (a) Managing Director/President/Chairman/Company Secretary in case of Limited Co. having authorization for committing the company from its Board of Directors or as is required under Co. Law and
 - (b) President or Secretary in case of registered co-operative society having such powers through Laws/Bylaws or by special resolution.

8. **IMPORTANT NOTES**

- (i) In case of partnership firms, where no authority to refer disputes concerning the business of the partnership to arbitration has been conferred on any partner, the tender and all documents attached there-to must be signed by each and every partner of the firm.
- (ii) A Person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind each other and if on inquiry it appears that the person so signing has no authority to do so, the General Manager may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
- (iii) In other cases, the resolution/ authorization/ attorney duly attested by NOTARY PUBLIC should be submitted with the tender if not already done.

9. **VAGUE OFFERS**

Offers indicating a number of contractor/firm shall not be considered and as such the tenderer must make SPECIFIC MENTION of the particulars of the work on whose behalf the tenderer has quoted the rates.

10. **PERIOD FOR WHICH THE OFFER SHALL BE VALID**

- a. The tenders should remain open for acceptance for a period of 90 days from the date of opening unless otherwise specified. Any tenderer is not allowed to offer the acceptance period less than 90 days. The validity period can be extended if the Secy (Adm) and the contractor/firm are both agreed mutually. In case, however, the

day up to which, the offer is to remain opened, happens to be a public holiday/is declared a public holiday for Govt. offices, the offer shall remain open for acceptance till the next working day.

- b. The offer/tender of the contractor/firm shall be, for all purposes, deemed to have been accepted and contract made the moment the acceptance letter is signed by the General Manager or Secy (Adm).

11. **EXPIRY OF VALIDITY OF DOCUMENTS**

When the validity of certain documents called for has expired and renewal has been applied for, but issuing authority has not issued the revalidated document/license, an affidavit on general stamp paper of ₹ 10.00 should accompany the tender. Please do not forget this as tender otherwise shall be liable to be ignored.

12. **VALIDITY**

- a. The contract shall ordinarily remain in force one to three year from the date of entering into contract but it can be terminated at any time and any stage by the Secy (Adm) during the validity of the contract without assigning any reason. No claim or damage on account of such termination of the contract shall be entertained.
- b. The validity period can, however, be extended if the Secy (Adm) and the contractor both agree mutually.
- c. Orders received during the closing days shall be completed in due course in accordance with the conditions and terms of this contract even though, in some cases, services cannot be arranged within the stipulated date of the currency of the contract.

13. **PAN**

All tenderers must write their PAN in the tender document.

14. **CANCELLATION OF TENDER**

- a. Successful tenderers may be asked to deposit security @5% to @10% of total volume of work. In case they fail to deposit the security by the specified date, the General Manager/ Secy (Adm) reserves the right to withdraw the acceptance letter without any prior notice to the party concerned and the earnest money will be forfeited.
- b. The General Manager/ Secy (Adm) reserves the right to Quash/Reject all or any of the tenders, or to split up the contract without assigning any reason and in suppression of any of the conditions given herein or after.

15. **WITHDRAWAL OF TENDER**

If a tenderer withdraws his tender before the expiry of the validity period, the General Manager/ Secy (Adm) may agree to allow such withdrawal but in such a case the earnest money may be forfeited. If the General Manager/ Secy (Adm) does not allow such withdrawal and accepts the tender and the tenderer fails to perform his part of the contract, the earnest money deposited shall be forfeited besides other consequences for breach of the contract.

16. **SERVICE LEVEL AGREEMENT/ PENALTY**

1. **Benchmark**

The Service Provider has to be done integration work with 45 working days. The period of 45 working days is from the issue of the work order to Service Provider and till the payment gateway ready for fund transfer to the User/ Consumer.

Applicable Penalty

Penalty @ ₹ 5000.00 (Rupees five thousand only) for every week's delay shall be levied on the Service Provider. This penalty shall have to be deposited by the Service Provider in the form of Demand Draft/ electronic payment to the department within 05 days or deducted from earnest/security money laying with the department.

2. Benchmark

The Service Provider shall have to necessarily debit the user/ consumer's account and credit the Department designated accounts on T+1 (T=date of collection of funds T+1 = next day (before 6:00 PM)). In case 'T' is Saturday than Service Provider shall have to necessarily debit the user's/ consumer's account and credit to the UJS's designated accounts on T+2 (before 6:00 PM). In case, the next day is a holiday as notified by RBI/ Bank Holiday for the purpose of electronic settlement/ transfer of funds, then next working day shall be considered

Applicable Penalty

Breach of this the Service Provider shall pay @ 1.5% per month interest on the delayed amount for the number of days delayed. This penalty shall have to be deposited by the Service Provider in the form of Demand Draft/ electronic payment to the department within 05 days or deducted from earnest/security money laying with the department. If the Service Provider fails transfer of funds within a month than the amount will be recovered, with @ 1.5% per month interest on the delayed amount for the number of days delayed, from earnest/security money laying with the department.

3. Penalties shall not be levied on the Service Provider in the following cases:

- i. Non-compliance to the work has been solely due to reason beyond the control of the service provider e.g. net-banking service/ card services of a given Bank/ organization has been impacted all over the country/ region.
- ii. There is a force majeure event affecting the work which is beyond the control of the service provider.

Delay in integration or if data not available due to the department part.

17. REJECTION/ TERMINATION OF CONTRACT

- a. The department has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. The department reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.
- b. In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then the department retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from the department or make any claim for fees in respect of such unsatisfactory/ substandard services / supply / work.

As also the department reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for the department to go in for a fresh contract.

18. RATES/ TRANSACTION CHARGES

1. The rates/transaction charges duly filled in “**BOQ**” format (as per Schedule ‘G’ – Commercial Bid) separately should contain the collection work cost, on a fixed cost/ Percentage basis of per transaction. The department will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, train fares, halting expenses, transport, lodging, boarding etc. The rates/transaction charges are exclusive of statutory duties such as GST and any other Central, State Govt. levies which are to be shown separately and shall be payable as applicable.
2. The bidder agrees, based on the representations, warranties and indemnities of the department as contained herein and subject to the terms and conditions of this Agreement, to acquire from the department the Transactions on the Website and pay to the department the amounts of such Transactions in full i.e water and sewer bill value etc. Commission, charges and costs etc for such payment regarding water and sewer value shall be borne by the USER/ Consumer as per rates/transaction charges approved. No charge for such transaction shall be paid by the department or debited to/ recovered from the department account.
3. All guidelines issued by RBI from time to time with respect to online payment transaction (including net banking, credit/debit/cash card/ECS etc) shall be mandatorily binding on the Service Provider. The Service Provider should keep themselves updated on them and ensure necessary up gradations/enhancements for complying with the guidelines.

19. REFUND OF FAILURE PAYMENT/ CHARGE BACK

4. In case of accidently failure during online payment process, if amount is debited from consumer’s account and if the same is not credited in UJS account, then it is the responsibility of Service Provider to reverse back (credit) such amount within 72 hours to consumer account with consent of the department.
5. Rest of the cases respective Rules and Regulations as may prevail from time to time of RBI, VISA, Mastercard or any other card organization and Banks shall apply to Refund of Failure Payment/ Charge Back.

20. INSURANCE

Contractor will provide every thing at site which is necessary to execute the work like printing material etc and will arrange the necessary accommodation at own cost. It will be the sole responsibility of the contractor to transport the material at site at their own cost. Department will not be responsible for any loss due to accident during the transportation or during the execution of the work. The insurance, PF etc of the workers engaged by contractor for work will be the liability of the contractor.

21. PRICE VARIATION

- (i) The prices as given in Schedule-'G' annexed hereto are firm and fixed.
- (ii) The price will continue to operate even after the validity period of the Rate Contract till the date of delivery as mentioned under Clause 12-c. or as agreed between the Secy (Adm) and the supplier.

22. BANK CHARGES

Bank charges, whatsoever, shall have to be borne by the contractor and shall not be paid by Jal Sansthan in any case.

23. **ORDERS**

After the rates quoted by the contractor are accepted and the contract is executed, order/orders shall be placed under this contract by the concerning executive engineer of Jal Sansthan. After technical evaluation, price bid, of those tenderers who qualify technically, will be opened. The order will be placed with the tenderer who successfully qualify technically and commercially. It should be noted that department is under no obligation or binding to place an order on the firm quoting the lowest rate.

24. **CONFIDENTIALITY**

1. The Parties undertake that the communications between Department and the tenderer and any and all information and material supplied (whether in hard or soft form) to one Party by the other Party or on its behalf at any time in any manner whatsoever in relation to the Agreement or Transactions pursuant to it shall be treated as confidential.
2. The Parties shall preserve the confidentiality of information and materials aforesaid at all the times and shall use its best efforts not cause such information or material fall into the hands of any third party.
3. A Party receiving such confidential information or material shall return to the Party giving such information or material in whatever form that it is in possession or control without protest or demur upon a demand made by the Party giving such information within 30 days of termination of this Agreement.

This confidentiality undertaking shall survive the termination of this Agreement.

25. **FORCE MAJEURE**

If at any time during the term of this Agreement the performance in whole or in part of either party's obligation under this agreement is prevented or delayed by any reason beyond the control of the Parties hereto, including but not limited to fire storm, flood earthquake, explosion, accident, military operation, war rebellion, riot wreck, epidemic- embargo any virus in the system, any other electronic delay, or any laws, regulations or other Governmental actions, neither party shall be entitled to terminate this Agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and shall entitled to resume as soon as practicable after any such event has come to an end or ceased to exist, provided that if the performance in whole or part of any obligations under this agreement is prevented or delayed by reason of any such event for a period exceeding ninety (90) days, the parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the parties cannot with reasonable diligence be expected to continue performance, such party may at its option elect to terminate this agreement or such part thereof as can be served therefore without affecting the performance of the remaining portion.

26. **TRANSFER OF AGREEMENT**

The contractor shall not transfer or assign this agreement to any other contractor without permission of the Secy (Adm). In the event of the contractor's transferring or assigning the order whole or part to anyone without permission, he shall be considered as having thereby committed a breach of agreement in question and shall make the order liable to be cancelled and the earnest money and security money shall be liable to be forfeited.

27. PAYMENT

Commission, Charges and Costs etc for such payment regarding water and sewer value shall be borne by the USER/card holder. No charge for such transaction shall be paid by UJS or debited to/ recovered from UJS account.

28. PARALLEL CONTRACT

The General Manager's right to place parallel contract(s) is reserved. Parallel contract(s) for the work with other firms will be arranged as and which needed. It will be the discretion of General Manager to place work order with such holders of contract as will be considered more convenient and suitable to meet the requirements during the currency of the contract.

29. ARBITRATION CLAUSE

1. On all aspects where the above articles of understanding are silent, for special cases of deviation from these articles, the decision mutually agreed upon between the bidder and the Department will be final.
2. In case of any dispute relating to or arising out of the agreement, such dispute shall be resolved amicably by mutual consultation. If such resolution is not possible, then CGM, UJS shall resolve the dispute or difference, whose decision shall be final and binding on all the parties being co-signatory of this agreement.
3. The Parties agree that any disputes or differences arising out of or in connection herewith or anything done or omitted to be done pursuant hereto shall be attempted to be first settled amicably failing which, it shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent statutory modifications from time to time. The venue of arbitration shall be Dehradun.

30. APPLICABLE LAW

The parties to this agreement agree to Dehradun Courts alone shall the jurisdiction over all matters including arbitration matters arising out of this agreement.

31. CORRUPTION AND FRAUDULENT PRACTICES

- (a) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (b) A "fraudulent practice" is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (d) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (e) Abuse, this is theft, waste, or improper use of assets related to UJS-related activity, either committed intentionally or through reckless disregard;
- (f) Conflict of interest, which is any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- (g) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an department's investigation.
- (h) These terms collectively are called "integrity violations."

The department will reject tender(s) if it is found that the tenderer(s) directly, or through an agent are engaged in integrity violations mentioned above.

32. **ADDRESS OF THE FIRM**

The address of the tenderer/ contractor mentioned as under will be deemed to be relevant for all correspondence that the Secy(Adm)/engineer incharge may enter into with contractor. All letters sent on the aforesaid address will be deemed to have been delivered to the tenderer/ contractor.

ADDRESS FOR

1. CORRESPONDENCE

PHONE /FAX NO./E-MAIL

2. WORKS ADDRESSES AND THEIR PHONE NO.

SCHEDULE-'G'**Rates For Integration and Implementation of Internet Payment Gateway Services/
Other Payment Collection Services.****IMPORTANT NOTES**

1. The rates/transaction charges should contain the collection work cost, on a fixed cost/ Percentage basis of per transaction. The department will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, train fares, halting expenses, transport, lodging, boarding etc. The rates/transaction charges are exclusive of statutory duties such as GST and any other Central, State Govt. levies which are to be shown separately and shall be payable as applicable.
2. Commission, Charges and Costs etc for such payment regarding water and sewer value shall be borne by the USER/card holder. No charge for the such transaction shall be paid by UJS or debited to/ recovered from UJS account.

Sr.No.	Items	Cost in Rs. (INR)	Price in Words
1.	Website Integration charges (one time)		
2.	Mobile OS (Android/Windows etc) based App Integration Charges (One Time)		
3.	Annual Maintenance Charges		

For Three year empanelment

Sl.No.	Merchant Discount Rate	Criteria of Per Transaction Charges in (Rs./ % percentage)	Basic Rate of Per Transaction (to be deducted from USER account)
For Three Year Empanelment			
1	Credit Card		
	a) Visa	Rupee/ Percentage	
	b) Master	Rupee/ Percentage	
	c) Mastro	Rupee/ Percentage	
	d) Diner	Rupee/ Percentage	
	e) American Express	Rupee/ Percentage	
	f) RuPay	Rupee/ Percentage	
	g) Amex	Rupee/ Percentage	
2	Debit Card		
	a) Visa	Rupee/ Percentage	
	b) Master	Rupee/ Percentage	
	c) Mastro	Rupee/ Percentage	
	d) RuPay	Rupee/ Percentage	
3	Netbanking	Rupee/ Percentage	
4	IMPS	Rupee/ Percentage	
5	UPI	Rupee/ Percentage	
6	Cash Card	Rupee/ Percentage	
7	Wallet	Rupee/ Percentage	
8	NEFT	Rupee/ Percentage	

9	RTGS	Rupee/ Percentage	
10	BBPS	Rupee/ Percentage	
11	ECS/ NECS	Rupee/ Percentage	

RATES ARE TO BE QUOTED BOTH IN FIGURES AND WORDS.

If, Taxes/ Levies to be charged extra on the above quoted rates, shall be clearly mentioned in percentage below.

1. Goods and Service Tax @ (on item No.....)
2. Any other Central/ State Govt. levies charged @
3. Period for Validity of offer 90 days:

SIGNATURE AND SEAL OF THE TENDERER

ANNEXURE-'1'**DECLARATION**

I declare that I am neither staff member of the Uttarakhand Jal Sansthan nor related with any person presently working in the Uttarakhand Jal Sansthan or retired from Govt. Services as an administrative officer in an Engineering department upto two years. If such declaration shall become in any way directly or indirectly false in the notice of the department, the department may thereupon by notice in writing cancel the tender and EMD Deposit shall be thereupon stand forfeited be absolutely at the disposal of the said. If the tender had been cancelled, the tenderer shall have no right to any compensation whatsoever on account of the cancellation of this tender.

Signature and Seal of the Tenderer

PERFORMA FOR BANK GUARANTEE BOND

This guarantee made this day of month of 20..... by (hereinafter called the bank which expression shall, unless repugnant to the contract include its successors and assignees) of the one part in favour of the Uttarakhand Jal Sansthan, a company within the meanings of the companies act 1956 (herein after called the corporation on which expression shall unless repugnant to the context include its successor and assignees) of the other part.

Whereas M/s (hereinafter called the suppliers) have agreed to participate in the tender for the supply of invited by the Jal Sansthan vide their tender notice no. dated

And Whereas in accordance with the tender notice the supplier have to furnish earnest money in the form of Bank Guarantee in the sum of Rs. and whereas the Bank has accordingly at request of the supplier agreed to furnish this guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS: -

1. In consideration of the premises the bank hereby undertakes to pay on demand to the Jal Sansthan the sum of Rs.(Rs. only).
2. The bank shall pay to the Jal Sansthan on demand the sum under clause above without demur and without requiring the Jal Sansthan to invoke any legal remedy that may be available to it, it being understood and agreed Firstly that the Jal Sansthan shall be the sole judge of and as together the suppliers have committed breach or breaches, if any, of the terms and conditions of the said tender documents/contract and the extent of losses, damages, cost, charges, expenses caused to or suffered by or that may be caused to or suffered by the Jal Sansthan from time to time shall be final and binding on the bank and Secondly that the right of the Jal Sansthan to recover from the bank any amount under this guarantee shall not be effected or suspended by reason of the fact that any dispute or disputes have been raised by the suppliers with regard to their liability or the proceedings are pending before any tribunal, arbitrator quote with regard there to or in connection there with, and thirdly that the bank shall immediately pay the summoned clause to the Jal Sansthan on demand and it shall not be open to the bank to know the reasons of or to investigate or to go into the merits of the demands or to question or to challenge the demander to know any facts effecting the demand and lastly i.e. shall not be open to the bank to require proof of the liability of the supplier to pay the amount before paying the sum demanded under clause above.
3. The guarantee is in addition to and not in substitution for any other guarantee executed by the bank in favour of the Jal Sansthan on behalf of the suppliers.
4. The suppliers and the Jal Sansthan will be at liberty to vary and modify the terms and conditions of the tender document/contract without effecting this guarantee, notice of which modifications to the bank hereby waived.
5. This guarantee shall not be affected by any change in the constitution of the bank or of the suppliers nor shall the guarantee be affected by any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
6. The neglect or forbearance of the Jal Sansthan in enforcing any payments of money, the payment thereof is intended to be hereby secured or the giving of time by the Jal Sansthan for the payment thereof shall in no way release the bank from its liability under this deed.
7. This guarantee is irrevocable except with the written consent of the Jal Sansthan.
8. This guarantee shall come into force from the date hereof and shall remain valid till but if the period of the tender/contract is, for any reason, extended and upon such extension if the suppliers failed to furnish fresh or renewed guarantee for the extended period, the bank shall pay to the Jal Sansthan the said sum of Rs. or such lesser sum as the Jal Sansthan may demand.

IN WITNESS WHEREOF

For and on Behalf of the Bank have signed this Deed on the day and year above written

WITNEESS: -

- 1.
- 2.

Signed by for and on behalf of the Bank