

Siliguri Jalpaiguri Development Authority

AN IS/ISO 9001:2008 CERTIFIED ORGANISATION

Tenzing Norgay Road, Pradhan Nagar, Siliguri-734403

Phone : Siliguri : (0353) 2512922, 2515647

Jalpaiguri : (03561) 230874

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2007/I/Admn/588/19/P-I
Memo No SJDA



Dated 08.07.19

Expression of Interest (EOI)

For Providing E-Banking & Payment Gateway Solution

Eoi No.

Date:

Siliguri Jalpaiguri Development Authority (SJDA), invites eligible bankers (Nationalised/ Private) as "service provider/ bidder" having valid RBI license, for handling and developing e-Banking and payment gateway solution on the newly developed portal and mobile app being used by the SJDA for its operations, to enable to undertake payment to the suppliers through these newly developed software utilising the bank payment gateway and bank's e-Banking services.

The selected bank shall be required to develop the payment gateway system and ensure integration with the software of SJDA at its own cost and provide value added e-Banking services including support for monitoring, reconciliation of payments made through a safe and secure system, maintaining due confidentiality of the data, etc.

The applying banks must have provided similar services to PSUs/ Govt. Departments/ Reputed Corporate Bodies. The shortlisted banks may be asked to make a presentation giving details of their proposals along with the services being offered, which shall be evaluated by a committee of SJDA.

The committee reserves the right to reject any or all such Expressions of Interest (EOI) submitted without assigning any reason thereof. The EOIs containing the details of the banks and the proposals must reach Siliguri Jalpaiguri Development Authority by not later than 2.30 pm (time) on 24th July 2019 (date), at the address "Siliguri Jalpaiguri Development Authority, Tenzing Norgay Road, Pradhan nagar, Siliguri- 734003" with "EOI for e-Banking and Payment Gateway Solution" super scribed on the top of the envelopes as detailed herein below.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Terms and Conditions:

1. It is clarified that no binding relationship exists or will exist between SJDA and any of the bidders/service provider, who participate in this EOI Process. However, the Non-Disclosure Agreement and Pre-Contract Integrity Pact will be binding on bidders.
2. The prospective Bidders are required to submit the following requirements mandatorily (else the response to this EOI submitted by the bidder ("the response") will summarily be rejected) in order to participate in this tendering process:
 - i. **Non-Disclosure Agreement**

The bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.250/- (Rupees two hundred fifty only) as per the format given in Annexure – I duly signed by the Authorized Signatory of the bank.

ii. Pre-Contract Integrity Pact

This Invitation to EOI is an offer made on the condition that the bidder will sign the Integrity Pact with SJDA. Only those bidders, who have entered into Pre-Contract Integrity Pact with SJDA, would be eligible to participate in this Tendering Process. The bidder shall submit a duly notarized Pre-Contract Integrity Pact on a stamp paper of Rs.250/- (Rupees two hundred fifty only) as per the format given in Annexure – II duly signed by the Authorized Signatory of the bank.

iii. Letter of Intent

The bidder is required to submit a Letter of Intent as per the Annexure - III.

iv. Authorization for signing of all documents related to this tender process

The bidder/service provider is required to submit the letter of Authorization, from an appropriate authority having powers to authorize a signatory for the Bank, clearly identifying and authorizing the person (Authorized Signatory) to sign the response to this EOI as per Annexure – VI & VII.

3. Instructions for Submission of responses by Bidders

The Bidders/ service provider should submit their responses along with required documents as stated in this EOI document, in envelopes in the following manner:

- a. **First Envelope** – an **open envelope** containing the Mandatory Submissions as per the point no. 2 (i—iv) above and details of the service provider/bidder in Annexure-IV, superscribed as:

“First Envelope for EOI Ref:

Dated:

EOI for e-Banking and Payment Gateway Solution

SUBMITTED BY _____ (Bidder's Name)”

- b. **Second Envelope – Eligibility Documents** – Annexure V and all the Hardcopy (signed by the authorized person with seal) of the Eligibility Documents should be submitted in a **sealed envelope** superscribed as:

“ELIGIBILITY Envelope for EOI Ref:

Dated:

EOI for e-Banking and Payment Gateway Solution

SUBMITTED BY _____ (Bidder's Name)”

- d. **No Commercial information should be provided anywhere in the response to this EOI in any form.**

4. Presentation/Demonstration of capabilities by the Bidders

All the bidders will be required to make presentation/demonstration of capabilities after opening of bids/responses. SJDA shall communicate the venue, date and time of presentation/demonstration.

5. Right to Reject any Response

SJDA reserves the right to accept / reject any or all expression of interest received in response to this advertisement without assigning any reasons, whatsoever without incurring any liability to anyone. SJDA may also cancel the entire tendering process without incurring any liability to anyone.

6. Eligibility Criteria for Bidders

Bidder's Criteria and documents to be submitted

Sl No	Criteria	Documents to be submitted
1.	Bank should be included in the Second Schedule to the Reserve Bank of India Act, 1934 or Banking Company as defined in Clause (c) of Section 5 of the Banking Regulation Act, 1949 and it should respond for this tender as sole bidder. Consortium of bidders are not allowed	Copy of valid RBI banking license
2.	Bidding Bank should be able to provide following services: (i) Online Payment Gateways services with acceptance of Credit Cards [Visa, MasterCard], Debit Cards [Visa, MasterCard, Maestro Card] (ii) Electronic Payment Gateway Services through the retail banking services of at least Thirty scheduled commercial banks (iii) Cash Cards, Prepaid Cards, Payment Wallets	(i) Certification from the respective partners clearly mentioning the Contract expiry dates. (ii) List of minimum 30 partner banks on company's Letterhead by authorized signatory. (iii) Certification from the respective partners clearly mentioning the validity of the certificate.
3.	The bidder should have maintained operating profit during any two of the last three financial years (2016-17, 2017-18 and 2018-19).	Audited Financial statements or Copy of financial statement certified by Authorized Signatory.
4.	The bidder should have positive net worth for each of the last three financial years (2016-17, 2017-18 and 2018-19).	Certificate to prove positive net worth during last three financial years (2016-17, 2017-18 and 2018-19) from competent acceptable authority
5.	Bidder should have demonstrated experience of rendering online payment services to large Public Sector/ Private Sector organizations and should have provided: (i) Currently operational online payments services to at least 5 public sector utilities/ government entities (ii) Processed at least 1 lakh online transactions during each of the last three financial years in India	(i) Satisfactory Performance certificates/citations clearly indicating the period of providing services and the fact that the payment gateways are Currently operational as on date of issue of EOI from each of the 5 public sector entities. The Name of the contact person from the Government/ client organization, official address and contact phone number need to be specified for further verification. (ii) Certificate from competent acceptable authority clearly indicating the year on year transactions processed for each of the last three financial years should be submitted.
6.	Bidder should not have any litigation any organization which may materially impact the bidders' responsibility to implement the scope of	Undertaking signed by the Authorized Signatory.

	this EOI	
7.	Power of Attorney	Duly executed power of Attorney by the Company's Board/Managing Director/Director or Board Resolution in the name of Authorized signatory.

7. Broad Scope of Services required by SJDA

SJDA wishes to avail a comprehensive, fully automated end to end solution on per transaction cost for all types of collections of rents/payments from the stalls and other immovable properties of SJDA allotted on rental or lease basis. The scope of work will include:

- a) To offer a secure online payment solution through SJDA portal site and Mobile Apps.
- b) To offer a user interface for initiation and completion of the online payment and real-time settlement process.
- c) To offer a secure & hassle-free payment gateway interface to enable the payers to select from a wide array of choices of Banks/Credit cards/Debit Cards and make the real-time payment.
- d) To offer an appropriate mechanism for consolidation and remittance of collections to SJDA from across the various Banks/Credit cards/Debit Cards/other channels.
- e) To reconcile on daily basis, the various successful and unsuccessful payment transactions and deliver pre-determined MIS and data in acceptable formats and media to SJDA.
- f) To develop standard operating processes and flow processes to deliver the scope of work stated in this EOI in a standardized manner.
- g) The bidder will have to provide online payment gateway services with acceptance of major credit cards (including Visa and Master Card), debit cards, internet banking, e-wallet, etc. with an ability to integrate with the existing / new system of SJDA and provide various daily or periodical MIS as per the requirement of SJDA. For all online transactions, the payment gateway should provide a minimum 128-bit SSL encryption, with real time authorization and capturing of transaction details.
- h) Providing an active message to the user/consumer indicating that a transaction has been either accepted or rejected.
- i) At all times, making available the option for a user/consumer to stop the information gathering and transaction process.
- j) Allowing the user to review Payment before final submission.
- k) Allowing the user to try a different card number/payment mode if a transaction is rejected.
- l) 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 SJDA, user / consumer and credit card processor to avoid fraudulent transactions. The secure line should also ensure fast and efficient transaction processing.
- m) All guidelines issued from time to time from RBI upon internet banking and related to security issues including transaction on VISA, Debit Cards etc. shall be mandatorily binding on the service provider/bidder and they are supposed to keep themselves updated about the guidelines.
- n) The service provider shall have to necessarily debit the user / consumer's account and credit to the SJDA designated accounts as per RBI guidelines.

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- o) All settlement of monies by service provider/bidder will be as per applicable RBI guidelines in this regard.
 - p) The payment collection systems shall have the ability to itemize separately the payments received and provide detailed MIS on daily basis.
 - q) Administrator access should be provided to the designated SJDA personal for viewing information on payments and relevant MIS reports. The web interface for SJDA must contain the tab to check status, refund of amount, search and download transaction details (success/failed) etc.
 - r) Service provider would be responsible for reconciliation of all the transactions on daily basis.
 - s) The report on each transaction should clearly state
 - i. Unique transaction number of the payment.
 - ii. Name of person / organization money received from.
 - iii. Money received towards fee etc.
 - iv. Amount received and date.
 - v. Payment Status (Accepted / Rejected etc.) and reason for rejection if applicable.
 - t) The Service provider shall be responsible for security/upkeep of data maintained on portal service located in its data center. Firewall protection and usage of Intrusion Detection Systems will be provided. The service provider 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 immediately and take such action as deemed necessary for investigation and prosecution of the person(s) responsible for such offence under the IT Act or such other relevant provision applicable to the cyber offences.
 - u) The service provider would provide a 24 X 7 call centre support to the users of the system or who wish to make online payments. The telephone numbers and support email ID should appear prominently on the payment page.
 - v) All payment related issues should be directly handled by the service provider and issues should be resolved within T+2 days (Maximum 3 days). A monthly MIS report should be submitted on the customer issues count, pending issues and resolved issues. An interface for updating complaint of the users will be provided by SJDA. The service provider has to update the complaints status within 2 working days.
 - w) The service provider would be solely responsible for implementation of all guidelines issued by RBI from time to time for various e-payment services.
 - x) Siliguri Jalpaiguri Development Authority reserves the right to terminate the contract anytime if the service provider commits breach of any of the aforesaid terms and conditions.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Copy forwarded for information to:

- 1) The Additional Secretary, North Bengal Development Department, "Uttarkannya", Fulbari.
- 2) The District Magistrate, Jalpaiguri.
- 3) The District Magistrate, Darjeeling.
- 4) The Additional Executive Officer, Siliguri Mahakuma Parishad.
- 5) The Additional Executive Officer, Jalpaiguri Zilla Parishad.
- 6) The Sub Divisional Officer, Siliguri.
- 7) The Sub Divisional Officer, Jalpaiguri Sadar.
- 8) The Branch Manager, Sate Bank Of India, Mangaldeep Branch, Siliguri for publication.
- 9) The Branch Manager, Allahabad Bank, Siliguri, for publication.
- 10) The Branch Manager, AXIS Bank, Siliguri, for publication.
- 11) The Branch Manager, United Bank Of India, , Siliguri, for publication.
- 12) The A.P., SJDA, for uploading in Website.
- 13) Office notice board.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Annexure – I : Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.250 Stamp/Franked paper & notarized)

This Non-disclosure Agreement ("NDA") is made and entered into this ___ day of _____ in the year Two Thousand and _____ (201_)

BY AND BETWEEN

Siliguri Jalpaiguri Development Authority, with office at Tenzing Norgay Road, Pradhananagar, Siliguri-734003, hereinafter referred to as "SJDA"

AND

<Bank Name> and having its principal place of business at < Address> shall be referred to herein as a "Respondent". SJDA and the Respondent shall individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the Respondent is aware that while responding to SJDA's Expression of Interest (EOI) Ref:

Dated: _____, the Respondent may be gathering information on SJDA's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by SJDA and made available to the Respondent

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while responding to this tendering process, is privileged and strictly confidential to and / or proprietary of SJDA.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from SJDA and treat all such information as confidential information and to safeguard SJDA's confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that: Respondent agrees to hold all Confidential Information received from SJDA in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said EOI; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of SJDA. The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. Without the prior written consent of SJDA or except as otherwise provided herein, the Respondent will not:

- ☒ Distribute or disclose to any other person any of the Confidential Information;
- ☒ Permit any other person to have access to the Confidential Information;
- ☒ Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person. That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from SJDA.

Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from SJDA with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform SJDA of any unauthorized disclosure of SJDA's Confidential Information.

The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of SJDA without the permission from SJDA.

The Respondent shall ensure that their employees will not disclose any information of SJDA even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements. Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following:

- ☒ Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- ☒ Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- ☒ Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;
- ☒ Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of SJDA.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give SJDA prompt written notice of such request so that SJDA may seek a protective order or appropriate remedy.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in EOI or by SJDA. Respondent agrees that Confidential Information is and shall at all times remain the property of SJDA.

Respondent acknowledges that the Confidential Information is confidential and material to the interests, business and affairs of SJDA and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of SJDA. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of SJDA and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information.

Use of such property or licenses without the permission of SJDA is strictly prohibited and the respondent will ensure that any of its employees or representatives does not violate this condition, and even in the case when they cease to have any relationship with respondent.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by SJDA shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to SJDA of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of SJDA.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither SJDA makes any representations nor extends any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from SJDA to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by SJDA or its affiliated companies or any commitment by SJDA or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of SJDA or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of SJDA in any advertisement, press etc., without the prior written consent of SJDA.

Upon the request of SJDA, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of

Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to SJDA. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agrees and acknowledges that monetary damages would not be a sufficient remedy for a breach of this Agreement and that SJDA shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to SJDA in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by SJDA or a commitment by SJDA to enter into any business relationship with the Respondent or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

Respondent agrees that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

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The Respondent understands and agrees that no failure or delay by SJDA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Respondent herein agrees and undertakes to indemnify and hold SJDA harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement.

This Agreement shall be governed and construed in accordance with the laws of India.

Respondent agrees not to assign this Agreement or any interest herein without express prior written consent of SJDA. Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

This NDA will be valid for a period of _____(Contract Period).

For and on behalf of <Respondent ><Address of Respondent>

Authorized Signatory

Name:

Désignation:

Office Seal:

Place.

Annexure – II : Pre-Contract Integrity Pact

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of201..., between, on one hand, the Siliguri Jalpaiguri Development Authority (hereinafter referred to as "SJDA") a statutory body established under West Bengal (Town & Country Planning) Act 1979, and having its office at "Tenzing Norgay Road, Pradhannagar, Siliguri 734003. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the

First part.represented by Shri..... (hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the extant government laws.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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Enabling the BUYER to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
2. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.
4. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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8. The BIDDER will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

10.If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

Previous Transgression

11. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

12 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations:

13. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(iv) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

14.The BUYER will be entitled to take all or any of the actions mentioned in this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

Fall Clause:

15.The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India, Government of West Bengal or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India / Govt. of West Bengal or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

16. **Facilitation of Investigation**-In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

17. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

18.**Other Legal Actions**:-The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

19.Validity:

i. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

ii. Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

20. The parties hereby sign this Integrity Pact at.....on.....

BUYER

Name of the Officer: CEO

Designation

BIDDER

Witness

1.....

2.....

1.....

2.....

(* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

(** Please specify the "Name of Authority" in place of "Authority Designated" wherever mentioned in the Agreement)

Annexure – III : Letter of Intent

To,

The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority,
Pradhannagar, Siliguri- 734003

Date:

Dear Sir,

Reg. : **Letter of Intent**

Reference: Invitation for EOI for e-Banking and Payment Gateway Solution

[Reference EOI No:

Dated:

]

Having examined the EOI document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, are participating in the above reference Expression of Interest process for Payment Gateway Aggregator aimed for the procurement of Payment Gateway services for SJDA to facilitate the collection of SJDA's rents and other collections online through various channels and modes in conformity with the said EOI.

We agree to abide by and fulfill all the terms and conditions of the EOI and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in EOI.

We accept all the Instructions and Terms and Conditions of the subject EOI.

Dated this _____ day of _____ 20____

Signature _____

Signature of the Authorized Signatory with date & seal

Annexure – IV : Profile of Applicant Company

SI No	Particulars	Details on Page
1.	Name of the Applicant	
2.	Year of Establishment & Details of Registration (attach Documentary Proof)	
3.	Address	
4.	Fax No	
5.	Email ID	
6.	Website Address	
7.	Key person with contact details	
8.	Authorised official with Name, Designation, Contact No, Fax	

	No, Email etc.	
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Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our response is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure V- Compliance

Signature of Authorized person

Sl No	Criteria	Documents to be submitted	Whether bidder complies with this criteria (enclose documents)
1	Bank should be included in the Second Schedule to the Reserve Bank of India Act, 1934 or Banking Company as defined in Clause (c) of Section 5 of the Banking Regulation Act, 1949 and it should respond for this tender as sole bidder. Consortium of bidders are not allowed	Copy of valid RBI banking license	
2.	Bidding Bank should be able to provide following services: (i) Online Payment Gateways services with acceptance of Credit Cards [Visa, MasterCard], Debit Cards [Visa, MasterCard, Maestro Card] (ii) Electronic Payment Gateway Services through the retail banking services of at least Thirty scheduled commercial banks (iii) Cash Cards, Prepaid Cards, Payment Wallet	(i) Certification from the respective partners clearly mentioning the Contract expiry dates. (ii) List of minimum 30 partner banks on company's Letterhead by authorized signatory. (iii) Certification from the respective partners clearly mentioning the validity of the certificate.	
3.	The bidder should have maintained operating profit during any two of the last three financial years (2016-17, 2017-18 and 2018-19).	Audited Financial statements or Copy of financial statement certified by Authorized Signatory.	
4.	The bidder should have positive net worth for each of the last three financial years (2016-17, 2017-18 and 2018-19).	Certificate to prove positive net worth during last three financial years (2016-17, 2017-18 and 2018-19) from competent acceptable authority.	
5.	Bidder should have demonstrated experience of rendering online payment services to large Public Sector/ Private Sector organizations and should have provided: (i) Currently operational online payments services to at least 5 public sector utilities/ government entities (ii) Processed at least 1 lakh online transactions during each of the last three financial years in India	(i) Satisfactory Performance certificates/citations clearly indicating the period of providing services and the fact that the payment gateways are Currently operational as on date of issue of EOI from each of the 5 public sector entities. The Name of the contact person from the Government/ client organization, official address and contact phone number need to be specified for further verification. (ii) Certificate from competent acceptable authority clearly indicating the year on year transactions processed for each of the last three financial years should be submitted.	
6.	Bidder should not have any litigation any organization which may materially impact the bidders' responsibility to implement the scope of this EOI	Undertaking signed by the Authorized Signatory.	
7.	Power of Attorney	Duly executed power of Attorney by the Company's Board/Managing Director/Director or Board Resolution in the name of Authorized signatory.	

Annexure – VI:**Authorization Letter****Authorization for signing of all documents related to EOI****[Either (a) or (b) on bidder's letterhead]****(a) To be signed by the bidder's company's Board / Director / Managing Director**

To,
 The Chief Executive Officer,
 Siliguri Jalpaiguri Development Authority,
 Pradhannagar, Siliguri- 734003

Date:

Reg.: Authorization to sign on behalf of the Company

Reference: Invitation for Expression of Interest for Payment Gateway

[Reference EOI No:

Dated:

]

I / We, _____ (name & designation), by the powers vested in me/ us, hereby authorize Mr./ Ms. _____ to sign the documents to be submitted for participation in the above referred EOI, as "Authorized Signatory" on behalf of our company.

The signature of Mr. / Ms. _____ is as below.

(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 20____

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address:

Annexure – VII**To be signed by the bidder's Company Secretary**

To,
The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority,
Pradhannagar, Siliguri-734003

Date:

Sir,

Reg.: Authorization to sign on behalf of the Bank

Reference: Invitation for Expression of Interest for Payment Gateway

[Reference EOI No:

Dated:

]

Mr. /Ms. has been authorized by our Company Board/Director/ Managing Director to sign the documents to be submitted for participation in the above EOI, as "Authorized Signatory" on behalf of our company. The copy of our Board resolution is enclosed herewith.

The signature of Mr. / Ms. is as below.

(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 20__

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the
company: