

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

5th Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi- 110001

From: AGM (BA&CI)
5th Floor, BFCI Section,
Bharat Sanchar Bhawan, HCM Lane,
Janpath, New Delhi – 110001.

To,

No. 1-4/BFCI/CI-PASP/2014

dated

Sub: - Tender documents for Empanelment of Payment Aggregator Service Providers (PASP)

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Tender No.: **1-4/BFCI/CI-PASP/2014** issued on

Please find enclosed the Tender document in respect of above mentioned Tender which contains the following.

Section No.	Item	Page No.
I.Part A	Detailed Tender	
I. Part B	Newspaper NITender	
II.	Tender Information	
III Part A	Scope of work	
IV Part A	General Instructions to Bidders(GIB)	
IV Part B	Special Instructions to Bidders(SIB)	
IV Part C	E-Tendering Instructions to Bidders (If applicable)	
V Part A	General (Commercial) Conditions of Contract (GCC)	
V Part B	Special (Commercial) Conditions of Contract (SCC)	
VI	Undertaking & declaration	
VII	Proforma (s)	
VIII	Bidder's profile & Questionnaire.	
IX	Bid Form & Price Schedule	
X	List of documents to be submitted as a part of the Bid	
XI	Draft Agreement with PASP	

If interested, kindly submit your bid offers online on or before date & time specified in Clause 7 of detailed NITender.

AGM (BA&CI)
Tel.: 011-23329670, FAX: 23734033
E-Mail: agmbaci@yahoo.in

**BHARAT SANCHAR NIGAM LIMITED,
Corporate Office, BFCI Section,
Bharat Sanchar Bhawan, HC Mathur Lane
Janpath, New Delhi – 110 001**

SECTION-I Part A

NO: 1-4/BFCI/CI-PASP/2014 Issued on XX/XX/2014

DETAILED NOTICE INVITING Tender (NITender)

Bharat Sanchar Nigam Limited (BSNL) invites Tender for empanelment of **Payment Aggregator Service Providers (PASP)** to facilitate collection through Electronic Bill Payment & Presentment (EBPP) mode to its Customers The Tender is sought for a period of 3 (Three) years, further extendable on the basis of performance. Details regarding Scope of service shall be as specified in Section III of the document.

For aforesaid purpose therefore:

1. On behalf of CMD BSNL, Online digitally sealed **Tender for** empanelment of **Payment Aggregator Service Providers (PASA)** are hereby invited in two bid system from the eligible Payment Aggregator Service Providers in the prescribed Bid document up to 1500 hrs on the closing date mentioned below. BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section IV Part C of this Tender.

2 The bid document can be downloaded from BSNL website “www.bsnl.co.in”. Official copy (same document) for e-bidding purpose shall be available on e-Tendering portal (<https://www.tcil-india-electronicTender.com>), after issue of clarifications to the pre-bid queries raised by bidders and up to penultimate date of the last date of submission of Tender. The cost of the Tender document @**Rs. 4,000/- (Rupees Four Thousands only)** including all taxes shall be payable in the form of Demand Draft drawn on scheduled bank in India in favour of AO [Cash], BSNL Corporate Office, payable at New Delhi at the time of submission of bids, failing which the online bids shall be rejected..

2.1 For online Bid submission the Bidder is required to register compulsorily on the E-Tender portal <https://www.tcil-india-electronicTender.com>.

3 e-Tendering Process

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section IV-Part C of this Tender

4 ELIGIBILITY CRITERIA:

The intending bidder will submit the online bid document in electronic Tendering system along with the scanned attested copies of the documents fulfilling the following eligibility criteria:

4.1 The PASP should be a registered company under Companies Act, 1956 of India and in existence for at least 3 years.

4.2 The PASP should be providing Payment Aggregator services to Banks/Insurance/Telecom Companies Electricity Companies, Gas companies, IRCTC etc. (Offer letters/copies of agreement to be provided)

4.3 As on 31st March 2014, the PASP should have provided or be providing payment aggregator services to any three public utility services (**for last Three Years i.e. 2011-12, 2012-13, 2013-14**) that are having yearly turnover of above Rs. 1000/-Crore. Certificates from Chartered Accountant to the effect

vide Clause No. 10.1.5 of Section IV Part A is to be furnished **(for last Three Years i.e. 2011-12, 2012-13, 2013-14)**.

- 4.4 The PASP must have their technical team assigned for close interactions with BSNL team for system integration and implementation.
- 4.5 The PASP must have valid PAN Card/ TIN/ CIN.
- 4.6 The PASP must have a valid Sales Tax/ Service Tax/ VAT registration.
- 4.7 The PASP's **"Average turnover of the PASP should be R.75 crores over period of last three financial years. i.e. 13-14, 12-13, 11-12."**, from electronic payments business for the last Three financial years and should be a Profit making organization in the last Three financial year. Attach Annual Report containing, inter alia, Balance Sheet and P & L Account for the last Three Financial years i.e.2011-12, 2012-13, 2013-14.
- 4.8 The PASP should have been authorized by Reserve Bank of India (RBI) to provide Payment Aggregator Services (Relevant documentary proof should be attached with the bid).
- 4.9 The PASP should have high availability network/server infrastructure in place to support 24x7 mode. (Relevant documentary proof should be attached with the bid).
- 4.10 The PASP should be certified for PCI DSS (Payment Card Industry Data Security Standard) and possess ISO-27001 Certification (for Information Security Management System).
- 4.11 For Payment Aggregator services, the PASP should comply to serve with multiple modes of payment enlisted, but not limited to, as under:
- **By Credit/Debit Card:** Acceptance of all major credit/Debit cards (Visa/ MasterCard/Amex/Diners/Maestro/Rupay); an undertaking to be provided with the bid about the Service Provider shall be accepting compulsorily the credit /debit cards issued by VISA, Master group. The undertaking should also be given to such others cards being accepted by him.
 - **Through Net Banking:** associated with at least twenty (25) different leading banks that should include most of the renowned scheduled banks; the list to be provided with the bid.
 - **Through Electronic Bill Payment Presentation**
 - **Through Cash Cards**
- 4.12 The PASP should provide enrollment of BSNL subscribers with their empanelled Banks or Card issuing vendors like Master/Visa/Amex/Diner/Rupay etc through multiple channels of payment enlisted a under:
- a. Mandatory Services:**
- (i) Internet (Net Banking/debit/credit/cash card payments)
 - (ii) ATM (through banks)
 - (iii) Auto Pay (ECS/ACH)
- b. Optional Services**
- (i) Mobile Banking (***including QR Code payments with IMPS mode of easy payment***)
 - (ii) IVRS
 - (iii) Point of Sales Terminals/Machines at each BSNL SSA
 - (iv) Standing Instructions on Credit/Debit Cards
 - (v) Mobile Wallet (USSD/Apps)
- (Any other service in addition to above)
- Only those PASPs who provide the minimum services mentioned as mandatory in (a) above shall be eligible.

- 4.13 The PASP should not have been black listed, banned or debarred from participation by DOT / MTNL/ BSNL/ PSU under Government of India and during the currency of such punitive measures. The PASP should not have defaulted in any of the earlier contracts with MTNL, BSNL or any PSU under Government of India. The bidder has to give an **undertaking, duly signed by the authorized signatory** to this effect
- 5 The cost of the Tender document is to be submitted offline in the manner prescribed in para-2 above and the scanned copy of the same to be uploaded along with the Tender Bid. Further, a declaration thereof as per **Section VI Part C** shall also be furnished in the bid.
- 6 In case of any correction/ addition/alteration/omission found in the document submitted by the bidder vis-à-vis the document available on website, the bid shall be treated as non-responsive and summarily rejected.
- 7 The bidder shall furnish **Bid Security** of amount **Rs.35, 00,000/- (Rs. Thirty Five Lakhs only)** along with Tender. Bid Security shall be in the form of Bank Guarantee in the proforma given at **Section-VII Part A** from any Scheduled Bank other than Gramin Bank & Cooperative Banks. Bid Security in original shall be submitted offline to the AGM (BA&CI), 5th Floor, BSNL CO, New Delhi-110001 before 15:00 hours on Bid Closing date and a scanned copy of the same shall be uploaded with the Tender bid.
- 8 Details for obtaining the prescribed Bid document, receipt and opening thereof shall be as follows:-

S. No.	Stage	Time & Date
A1	Start date of availability Tender Document on BSNL website	From date of NIT i.e. XX/XX/2014
A2	Date of availability of complete Tender Document on e-Tender portal and start of online bid submission process	After date of issue of clarifications to the pre-bid queries raised by bidders i.e. Xx/xx/2014
B	Last date for download of Tender document from e-Tender portal.	Up to one day prior to last date of submission of bids.
C	Date of Pre Bid conference	Xx/xx/2014
D	Venue of Pre Bid conference	Tender Room, Ground Floor, Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi 110001
C	Last date for receipt of queries from bidders	Within 3 days from the date of Pre bid conference. i.e. by XX/XX/2014 .
D	Expected date of replies to be given by BSNL	Within 3 days from last date of receipt of queries. i.e. XX/XX/2014 & will be posted on BSNL Website
E	Bid Closing Date -Last date and time for online receipt of sealed bids (both techno-commercial & Financial).	By 1500 Hrs on XX/XX/2014
F	Time and date for opening of Eligibility cum Technical Bid.	1530 Hrs on Bid Closing Date i.e. on XX/XX/2014
G	Time and date for opening of financial bid.	Will be intimated after evaluation of technical bid.

- 9 In case of the attested copies of the documents/testimonials/certificates, original copies thereof should be produced by the bidder on demand of purchaser before opening of the Financial Bid.

- 10 Except as otherwise provided in the Tender, Bids received after the **Bid Closing Date** will not be accepted. The bid is liable to be summarily rejected if any of the prescribed conditions are not fulfilled. Incomplete, ambiguous, conditional, unsealed Bids are liable to be rejected. CMD, BSNL reserves the right to accept or reject any or all Bids without assigning any reason and is not bound to accept the lowest bid.
- 11 The queries in respect of the bid document, if any, can be sent to following officers at their Email IDs and address of this office on or before **xx/xx/2014**:

Sl no	Name	Designation	Phone No.	Email id
1	Mr. N.K. Sharma	AGM(BA&CI)	011-23329670	agmbaci@yahoo.in
2	Mr. Anupam Yadav	Dy. Mgr. (CI)	011-23734096	dmci.bfci@gmail.com

SECTION – I (Part B)

NEWS PAPER N.I.Tender. (NNITender)



BHARAT SANCHAR NIGAM LIMITED
O/o Sr. GM (BFCI), Bharat Sanchar Bhawan,
Janpath, New Delhi-110001

NOTICE INVITING TENDER

TENDER No. **1-4/BFCI/CI-PASP/2014** dated

Sealed Bids are invited by CMD, BSNL from prospective bidders for
'Empanelment of Payment Aggregator Service Providers' for BSNL
Last date of receipt of TENDER is up to Hrs.

For further detailed information, kindly visit our website www.bsnl.co.in and follow
"Link for E-Tenders by BSNL".

DGM (BFCI-I)
Tel. No., FAX No.

SECTION II

Tender Information

1. Type of Tender:

The Tender is in the form of single stage bidding and a - two stage opening using two electronic envelopes.

[**Note:** The Bids will be evaluated techno-commercially first and the financial Bids of only those Bidders whose techno-commercial Bids are substantively responsive, shall be opened and evaluated].

2. Period of Validity of Bids

2.1 Bids shall remain valid for **150** days from the Bid Opening Date prescribed by the BSNL pursuant to Clause 12 of Section 4 Part A. Any Bid valid for a shorter period shall be rejected by the BSNL as non-responsive.

2.2 In exceptional circumstances, the BSNL may request the consent of the Bidder for an extension to the Bid Validity Period. The request and the response thereto shall be made in writing. The Bid Security provided under Clause-11 of Section 4 Part A shall also be suitably extended. It is clarified that a bidder accepting the request for extension of Bid Validity Period will not be permitted to modify its Bid.

3. Documents supporting the Bid

The Bid shall be accompanied by documents as provided at Section 10.

4. deleted

Note: The following documents are required to be submitted offline (i.e. offline submissions) to Dy. Mgr. (CI), BSNL, C.O. 5th Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 on or before the date & time of submission of bids in a sealed envelope, failing which the bid shall be rejected.

The envelope shall bear the Tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of Tender).

- i) EMD – Bid security (original copy)
- ii). Tender Fee (Rs. 4000/- (Rs. Four Thousand only) plus applicable Sales Tax/Other Taxes, in the form of DD/Pay Order.
- iii) Power of Attorney in accordance with clause 14.4 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Pass-phrases for the Technical & Financial electronic envelopes in two separate sealed envelopes.

5. Payment terms

The payment terms have been provided at Clause 11 of Section 5 Part A. All statutory taxes as applicable shall be deducted at source before payment.

SECTION III

REQUIREMENTS OF BSNL (SCOPE OF WORK)

1. Presently, BSNL offers various payment modes to its customers to suit their convenience and requirements. BSNL wants to facilitate seamless payments by its customers through EBPP (Electronic Bill Presentment and Payment) facilities. EBPP covers collection through online payment (both BSNL and aggregator site) through net banking or credit/debit cards, ATMs, Standing Instructions, Auto pay, Mobile Banking, IVRS and any other mode as may be available from time to time.
 - 1.1 The PASP should provide Internet Payment Gateway (IPG) services to enable online payments by BSNL Customers through Credit cards/Debit cards/Cash Cards etc.
 - 1.2 The PASP should enable online payments by subscribers of BSNL using Net Banking or Payment through Cash Cards.
 - 1.3 The PASP should provide enrollment of BSNL subscribers for Electronic Bill Presentment & Payment Services with their empanelled Banks or Card issuing vendors like Master/Visa/Amex/Diner/Rupay etc. through multiple modes of payment enlisted a under:
 - a. Mandatory Services:**
 - (i) Internet (Net Banking/debit/credit/cash card payments)
 - (ii) ATM (Through Banks)
 - (iii) Auto Pay (ECS/ACH)
 - c. Optional Services**
 - (i) Mobile Banking (including QR Code payments with IMPS mode of easy payment)
 - (ii) IVRS
 - (iii) Point of Sales Terminals/Machines at each BSNL SSA
 - (iv) Standing Instructions on Credit/Debit Cards
 - (v) Mobile Wallet (USSD/Apps)

(Any other service in addition to above)

For receiving payments BSNL will provide the billing data and also necessary arrangements in the bills of the registered customers wherever required.
 - 1.4 Integration between the BSNL Portal and PASP site should be done by the PASP in consultation with the BSNL team. PASP should provide all the necessary connectors (in form of APIs etc.) and support whereas the BSNL team will provide the required parameters for making the online transaction.
 - 1.5 The PASP should generate authenticated receipts as proof of transactions. An automated generated receipt for the payment sent to the payer/customer through e-mail as well as on SMS.
 - 1.6 Aggregation of payments: The money collected from the successful transactions will be pooled into the designated internal account of identified Banker (pooling/escrow a/c). This money should be made available to BSNL on T+2 DAY in respect of Payment Gateway Services and T+1 day for other than Payment Gateway Services, by transferring to the designated BSNL collection A/c (T is the day of transaction).
 - 1.7 BSNL should be enabled to aggregate the payments with reconciled information. In this regard Date wise/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 PASP.

- 1.8 The PASP should provide Co-ordination of such customer payments with the designated officer of BSNL i.e. Chief Accounts Officer (Central Coordination Cell) at Hyderabad.
- 1.9 The PASP should Nominate and depute one officer as Nodal Officer for coordination with concerned authorities for smooth operation / implementation of the service contract.
- 1.10 The PASP shall be responsible for reconciliation of all the transactions on a daily basis.
- 1.11 The PASP should provide 24X7 login facility & customer service support. PASP should also provide customer helpline through local & toll free telephone number to customers who wish to make online payments. PASP shall also provide complaint redressal mechanism of customer for all type of transactions.
- 1.12 A Weekly/biweekly/monthly MIS report should be submitted to the BSNL on the customer issues count, pending issues and resolved issues.
- 1.13 The PASP shall make all arrangement to ensure that the online payment transactions are executed using secure service that encrypts all the Bank details and personal information details. These services should operate behind security firewall to ensure maximum protection of subscriber's information and use industry-standard SSL (secure sockets layer) technology, for encryption of this data.
- 1.14 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.
- 1.15 PASP would be responsible for maintaining all security compliances necessary for enabling the online transaction.
- 1.16 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 PASP. The PASP should keep them updated and ensure necessary up gradations/ enhancements for complying with the guidelines.
- 1.17 PASP 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 Standard Legal Agreements/ Merchant Legal Agreement.
- 1.18 At any point of time, BSNL may add new services under online payment mechanism. For all such services, the PASP shall provide the payment gateway services as per the terms and conditions agreed with in this contract.
- 1.19 Administrator access should be provided to the designated BSNL personal for viewing information on payments and relevant MIS reports.
- 1.20 The telephone numbers and support email ID must appear prominently on the PASP payment page.
- 1.21 The PASP should also take permission from BSNL for displaying any content (advertisement, company logo, company name etc.) on the payment site.
- 1.22 Successful PASP should provide technical help as and when required for integration of the payment gateway API in BSNL applications.
- 1.23 Successful PASP shall provide training for integration for a period of at least 1 week to the designated technical team of BSNL.

- 1.24 The PASP shall provide all the material mentioned in the Tender along with the technical support persons for onsite support if required.
- 1.25 The PASP shall be able to provide adequate training for installation and maintenance of any software required for this project to the staff of BSNL onsite of the installation.
- 1.26 Overall timeframe for making the online payment gateway through the BSNL portal (including integration with BSNL) shall be 30 days from the date of the award of the contract.
- 1.27 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 BSNL authorized user.
- 1.28 Any other particular scope of work/activity that may be informed by BSNL before commencing the services.

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SECTION IV Part A

General Instructions to Bidders (GIB)

INTRODUCTION

Bharat Sanchar Nigam Ltd. (BSNL) came into existence w.e.f. 1.10.2000 as a corporate entity in public sector. BSNL is currently operating a system of 121 million telephone connections spread over the country (except Delhi and Mumbai) with annual revenue of about Rs 30,000 Crore. BSNL wants to provide to its customers, EBPP (Electronic Bill Presentment and Payment) facilities. EBPP covers collection through online payment (both BSNL and aggregator site) through net banking or credit/debit cards, ATMs, Standing Instructions, Auto pay, mobile banking, IVRS and any other mode as may be available from time to time.

1. DEFINITIONS

- a. **“The BSNL”** means the Bharat Sanchar Nigam Limited (BSNL), New Delhi.
- b. **“Payment Aggregator Service Provider (PASP)”** means a firm or a Company,
 - (i) Owning/having access to Payment Gateway Switch for card based transactions
 - (ii) having access for doing Net Banking transactions and other Electronic Bill Presentation Payment Systems
- c. **“The Bidder”** means the PASP who participates in this Tender and submits its bid for the same.
- d. **“Payment Gateway”** shall mean the online business system that allows the PASP to route transactions entered into on the Internet to clearing houses and/or settlement networks and/or other banks, enabling customers to make payments using their Internet Banking Accounts or any Card Account.
- e. **“Agreement”** means the terms and conditions agreed between the PASP and BSNL.
- f. **“The Transaction Processing Fee”** means the service charges payable by BSNL to the PASP for each & every transaction and is exclusive of taxes and levies unless otherwise specified.
- g. **“Card”** shall mean a Credit Card, Debit or any other card issued by an Issuer and includes cards of card organizations like Visa, MasterCard or any other organization offering credit, debit or any other card program to Issuer (s).
- h. **“Customer”** shall mean any person/entity who is a subscriber of a Fixed Line or Mobile phones or any other service(s) of BSNL.
- i. **“Customer payment Amount”** shall mean the total amount paid by the Customer towards his BSNL bill payment.
- j. **“Transaction amount”** shall mean the total amount of the bill inclusive of service tax and other levies.
- k. **“Payment Mechanism”** shall mean the mechanism utilizing the Payment Gateway Facility or electronic commerce facilities of the Partner Bank(s), through the Internet and/or through such other modes and mechanisms of payments and delivery, as may be notified by the PASP from time to time and agreed to by BSNL.
- l. **“Valid Card”** shall mean a Visa or a MasterCard credit card or any other card acceptance facility provided by the PASP and which is not listed in Visa/MasterCard’s and other current warning bulletins.
- m. **“BSNL Website”** shall mean the website which is controlled and owned by BSNL.
- n. **“Pay-by-date”** shall mean the date defined on the BSNL’s bill up to which the PASP can accept the payment through the various channels as agreed upon.
- o. **“After Pay-by-Date”** shall mean the date defined on the BSNL’s bill beyond the pay by date by which the PASP can accept the payment through various channels as agreed upon.

- p. “CCC” shall mean the Central Coordination Cell, O/o CGMT, Hyderabad, responsible for process of funds reconciliation.
- q. “**BSNL Portal Team**” shall mean the team constituted at BSNL, Hyderabad under the control of CGM (ITPC), Hyderabad for the purpose of enabling and handling various issues related to technical feasibility of schemes offered by PASPs and any other portal related problems.
- r. “**The Letter of Intent**” means the intention of the BSNL to place the work order on the PASP.
- s. “**The Letter of Award of Work**” means the award of work by the BSNL to the PASP signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The Letter of award of work along with the Letter of Intent and bid documents constitutes the contract.

2. ELIGIBILITY CRITERIA

Each prospective Bidder shall meet the eligibility criteria as set out in **Clause 4 - Section I** of the Tender.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL shall, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENT

- 4.1 The appraisal requirements, bidding procedures and contract terms & conditions are prescribed in the Bid Document. The Bid document include the following :

Section No.	Particulars
I Part A	Detailed NI Tender
I Part B	Newspaper NI Tender
II	Tender Information
III Part A	Scope of work
III Part B	Technical Specifications/ Requirements
III Part C	Schedule of Requirement
IV Part A	General Instructions to the Bidders(GIB)
IV Part B	Special instructions to Bidders(SIB) .
IV Part C	E-Tendering Instructions to Bidders
V Part A	General (Commercial) Conditions of Contract (GCC).
V Part B	Special (Commercial) conditions of Contract(SCC)
V Part C	General Conditions of AMC
VI	Undertaking & declaration.
VII	Proforma (s)
VIII	Bidders profile & Questionnaire.
IX	Bid form and Price Schedules
X	List of documents to be submitted as a part of the Bid
XI	Draft Agreement with PASP

- 4.2 The Bidder is expected to examine all instructions, forms, terms and Scope of Work in the Bid Document. Failure to furnish any information required as per the Bid Document or submission of the bids not responsive to the Bid Document in any respect shall be at the bidder’s risk and may result in rejection of the bid

5. CLARIFICATION OF BID DOCUMENT:

- 5.1 A prospective Bidder, requiring any clarification on the Bid Documents shall submit his queries to the BSNL in writing and by Email to the BSNL's mailing address **agmbaci@yahoo.in**. The BSNL shall respond through portal to any request for the clarification of the Tender Document, which it receives not later than the date specified for this purpose in the schedule of activities for the Tender in **Section-I clause 7**. All the queries (without identifying the source) and clarifications by the BSNL shall be accessible to all the prospective Bidders who have downloaded official copy of Tender from e-Tendering portal through addenda, not later than the date specified for this purpose in the schedule of activities for the Tender in **Section-I clause 7**.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of Bid Document and it may amount to an amendment/ addendum to the relevant clauses of the bid document.
- 5.3 **PRE-BID CONFERENCE:** A Pre-Bid conference shall be conducted on xx.xx.2014 for clarification of Tender related issues. For Pre-bid conference, all the bidders who have deposited the cost of Tender shall be invited.

6. AMENDMENT OF BID DOCUMENT

- 6.1 At any time, prior to the date of submission of Bids, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid document by amendments.
- 6.2 The amendments shall be notified in writing and also be posted on the website. These amendments shall be binding on all prospective bidders.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account for preparing their bids, the BSNL may, at its discretion, extend the time for the submission of bids suitably.
- 6.4 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However no post bid clarification at the initiative of the bidder shall be entertained.
- 6.5 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, BSNL, at its discretion, may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

7. DOCUMENTS COMPRISING THE BID

Techno Commercial Bid

This shall consist of the following:

- a. Documentary evidence establishing in accordance with the clause **2 & 10** that the bidder is eligible to bid and is qualified to perform the contract if bid is accepted.
- b. Bid Security furnished in accordance with clause **12**.
- c. Bid Form as specified vide **Section-IX (Part-A)**
- d. Details of the proposal including details of payment aggregator services offered, without indicating the prices.

Financial Bid

Price schedule (Part B of Section IX) completed in accordance with clause **8 & 9**

8. BID FORM

The bidder shall complete the Bid Form as per format specified vide Section-IX (**Part A**) and furnish with the Bid Document.

9. BID PRICES

- 9.1 The PASP shall give the unit price for each of the items listed in the Price schedule (Section IX PART B) and for each of the additional items if any offered by the PASP. Unit prices indicated shall be inclusive of all taxes and levies, but exclusive of Service Tax and the price quoted shall be firm in Indian Rupees.
- 9.2 The Unit Price quoted by the PASP shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 9.3 The PASP shall furnish the bid prices in the financial bid in Section IX PART A. The prices quoted in this schedule only will be considered for evaluation.
- 9.4 **Wherever statutory authorities like RBI, have fixed rates for receiving payment through a particular mode, BSNL will not pay more than the rates fixed by statutory authorities. However PASPs are allowed to quote rates below the fixed rates.**

10. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENT:

- 10.1 The bid prepared by the PASP shall comprise the following components: -
 - 10.1.1 Bid security in form of Bank Guarantee as per clause 11 of this section.
 - 10.1.2 Certificate of incorporation of the Bidder;
 - 10.1.3 Memorandum of Association and Articles of Association of the Bidder;
 - 10.1.4 Certificate from Bank that they have integrated Bank's System with Aggregator's System
 - 10.1.5 Certificate from Chartered Accountant/Documentary Evidence to the effect that PASP is providing payment aggregator services to any Three public utility services that are having yearly turnover of above ` 1000/-Crore for the last three years (2011-12, 2012-13& 2013-14)
 - 10.1.6 Annual reports of the PASP for last three years (2011-12, 2012-13& 2013-14), together with copies of Audited accounts of the Firm.
 - 10.1.7 Attested copy of the License / Authorization issued by the Reserve Bank of India for Internet Payment Gateway/aggregator Services.

- 10.1.8 Organizational chart and infrastructural details of the PASP. List of Team assigned for system integration, pre- implementation and post implementation. List to be updated as and when there is change in team members.
- 10.1.9 Client Details with whom Payment Aggregator service is being provided, period from which it is being done volume of transactions (number and amount) along with addresses and telephone numbers& email IDs of the client. Preferably PASP should have done or doing Payment Aggregator services for Government Departments/PSU during the last 3 years i.e. 2011-12, 2012-13, 2013-14
- 10.1.10 A Certificate of successful execution and implementation of Payment Aggregator Services from its clients for any one year during last three years.
- 10.1.11 Tender document shall be signed on all pages by the authorized signatory of the PASP. A copy of authorization may please be attached.
- 10.1.12 Bid Form as per Section IX PART A
- 10.1.13 ISO Certificate/Registration.
- 10.1.14 Certificate of Service tax registration
- 10.1.15 Copy of the agreement/MOU enabling Payment Gateway with Visa, Master, RuPay and other such group. (for the purpose of card transactions).
- 10.1.16 Copy of the agreement/MOU enabling the PASP for access to Bank Network or Certificate from Banks that they have integrated Bank's System with Aggregator's System.

11. DOCUMENTS ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the services conformity to the Bid Documents may be, in the form of literature, drawings, data etc.

12. BID SECURITY

- 12.1 Pursuant to clause 7, the bidder shall furnish, as part the bid, bid security in favour of "Bharat Sanchar Nigam Ltd.(BSNL), New Delhi" in the form of bank guarantee (from any scheduled Bank in India, other than Cooperative/ Gramin Bank and itself) for an amount of ` 35,00,000/- (Thirty five Lakhs only) valid for 180 days from the date of Tender opening.(proforma given in Section VII Part A)
- 12.2 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.6.
- 12.3 A Bid not secured in accordance with Para 12.1 shall be rejected by BSNL as non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.4 The bid security of the unsuccessful bidder shall be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL, pursuant to clause 13.

- 12.5 The successful bidder's bid security shall be discharged upon the bidder's acceptance of Letter of Intent satisfactorily in accordance with clause 25 and furnishing the Performance Security in form of Bank Guarantee.
- 12.6 The bid security shall be forfeited :
- a. If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form as per clause 13, OR
 - b. In the case of a successful bidder, if the bidder fails :
 - i. To sign the contract in accordance with clause 28 or
 - ii. To furnish performance security in accordance with clause 4 Section V Part A.
- 12.7 The bid security shall be forfeited:
- 12.7.1 If the successful bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - 12.7.2 If the successful bidder does not accept the LOI and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for 150 days after the date of opening of bids prescribed by BSNL pursuant to clause 22.1. A bid valid for a shorter period shall be liable to be rejected by the BSNL as non-responsive.
- 13.2 In exceptional circumstances, BSNL may request the bidders consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse to consent for extension without forfeiting his bid security. A bidder accepting the request and granting extension shall not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit his bid, online, complying with all eligibility conditions and other terms and conditions of Tender bid document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated using Digital Signature by the authorized person.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature.
- 14.3 The bid shall be digitally signed by the bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.4 Power of Attorney

- (a) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A

copy of the resolution authorizing the concerned person by the Board of Directors to execute power of attorney shall be attached.

- (b) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the Partnership deed (first & last and relevant pages only) duly self attested by Partners shall be attached.
- (c) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

14.5 a. Online Submission: The Tender bid should be submitted online in electronic Tendering system in the following manner:-

1. The Bid should be submitted online in two Electronic Envelope system in two parts namely Technical Bid Part and Financial Bid Part along with electronic form in each part.
2. The **Eligibility cum Technical Bid part** should contain the scanned copy of Bid Security, digitally signed complete prescribed Bid document, scanned copy of the payment instrument towards Tender bid document cost, the 'Declarations' as prescribed in the Tender document, the asked for details in the prescribed proformas, scanned attested copies of the documents/ testimonials/ certificates meeting the eligibility conditions and the power of attorney, if any.
3. The **Financial Bid part** should contain "Financial bid" duly filled up in the prescribed Proforma, digitally signed and encrypted.

b. Offline Submissions:

1. The bidder is requested to submit the following documents Offline to AGM (BA&CI), BSNL CO, Janpath, New Delhi-110001 before 1500 hours on xx/cc/2014, in a Sealed Envelope. The envelope shall bear the name of work and the words '**DO NOT OPEN BEFORE**' (**due date & time**).
 2. Demand Draft towards cost of Tender document.
 3. Power of Attorney in accordance with **Clause-14.4**
 4. Encryption Pass-phrases for Technical & Financial bid parts in separate sealed envelopes.
- c. The Bidder shall also upload the scanned copy of all above said original documents during Online Bid-Submission.
 - d. Any deviation from the above manner shall render the bid liable for the rejection.

15. SEALING AND MARKING OF BIDS

15.1 The Bid shall be submitted online using two Electronic Envelope methodologies. The first envelope- Technical part shall consist of the eligibility requirements and compliance as per clause 2 and 10. The second envelope- Financial part shall contain price schedule (Section VII Part II). The third envelope shall be submitted physically as provided in **Clause 14.5 b**.

15.2 Bids must be submitted online by the Bidders as per instructions in Section IV Part C not later than Bid Closing Date.

15.3 CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED AGAINST Tender:

A Check List for the Documents to be submitted against Tender is provided in Section X

16. SUBMISSION OF BIDS

16.1 The BSNL may, at its discretion, extend the Bid Closing Date for the submission of bids by amending the Bid Document in accordance with clause 6 in which case all rights and obligations of the BSNL and bidders previously subjected to the earlier deadline thereafter be subjected to the deadline as extended.

16.2 The bidder shall submit its bid offer against a set of Bid Document obtained by it for all of the services as per requirement of the Bid Document. The bidder may offer any other additional service proposed for BSNL's Payment Aggregator system.

17. LATE BIDS

No Bid shall be accepted online by the e-Tendering Portal after the Bid Closing Date.

18. MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The Bidder may modify, revise or withdraw his Bid after submission but prior to the Bid Closing Date.

18.2 The Bidder's modification, revision or withdrawal to the Bid shall have to be made online only and digitally authenticated as per Clause 16.

18.3 Subject to Clause 15.2, no Bid shall be allowed for modification subsequent to the deadline for submission of Bids.

BID OPENING AND EVALUATION

19. OPENING OF BIDS BY BSNL

- a) BSNL has adopted e-Tendering process which offers a unique facility for 'Public Online Tender Opening Event (ToE)'. BSNL's Tender Opening Officers as well as authorized representatives of Bidders can attend the ToE from the comfort of their offices. At the time of opening the bids, initially offline submission/envelope of all bidders will be opened. The Electronic envelope, consisting Eligibility cum Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions. The Eligibility-cum-Technical Bid will be opened online, in the online presence of the bidders. The bidders or their authorized representatives can also attend the event at BSNL office located at BSNL CO, Janpath, New Delhi – 110001 at 1530 hrs. on xx/xx/2014. The Bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of the Bidders before they are allowed to participate in the ToE (The Format is given in **Section VII Part C**).
- b) The Part 1 of the bid "Eligibility cum Technical Bid" shall be opened first. The 2nd part (Financial Bid) shall be opened only in case of those bidders whose Bids are technically and commercially responsive, in the online presence of the qualifying bidders or their authorized representatives subsequently on the date and time separately notified,.
- c) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
- d) Tender /Bid shall remain valid for acceptance for a period of **150 days** from the last date of submission of bid. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be treated by BSNL as non-responsive. In certain circumstances, BSNL may request in writing to the bidders for extending validity of their bid.
- e) The un-opened bids shall be archived unopened after final decision is taken on the bids.

- f) A maximum of two representatives of any Bidder shall be authorized and permitted to attend the Tender opening.
- g) The Bidder's name, bid prices, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the Tender opening.
- h) If the Bid Opening Date is subsequently declared as holiday by the GOI/BSNL, then the revised date and schedule will be notified. However, in absence of such notification, the Bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be through Portal. However, no post bid clarification at the initiative of the bidder shall be entertained.

21. PRELIMINARY EVALUATION

- 21.1 In the first stage of evaluation, the BSNL shall evaluate the Bids to determine whether they are complete, whether required Bid Security has been furnished, whether the documents have been properly signed including digital signatures as prescribed in the Check List (Section X)
- 21.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, the bid shall be rejected.
- 21.3 Prior to the detailed evaluation, pursuant to clause 22, BSNL shall determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Document without any deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to external evidence.
- 21.4 During the evaluation, BSNL at its discretion may call upon the Bidder to give a techno-commercial presentation of its offer, to explain the products offered, its capability to undertake the project and to respond to any question from BSNL.
- 21.5 A Bid, determined as substantively non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 21.6 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 21.7 The financial Bids of only those technical and commercial Bids that are determined as substantively responsive shall be opened. The financial Bids of those technical and commercial Bids that are determined as substantively non-responsive shall be returned to the respective Bidders unopened.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The BSNL shall evaluate TECHNO COMMERCIAL BID opened on xx.xx.201x in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20. Financial bids of only short listed PASPs which shall fulfill eligibility criteria of techno commercial bid and whose offers are found suitable to meet BSNL's requirements shall be opened as per date communicated to the shortlisted bidder.

- 22.2 The evaluation and comparison of financial bids of shortlisted bidders shall be as per under:
- a. Only such PASPs who meet the eligibility conditions as prescribed in Section IV Part A and who have quoted rates in Price Schedule, Section IX, Part B of this document shall qualify for evaluation.
 - b. Financial evaluation of the short-listed bids shall be based on bids quoted in Price Schedule, Section IX, Part BII and bids will be evaluated on the **basis of total charges of all the services**. If charges are quoted in %(percentage) then it will be converted into Rupees (base of 100) with 2 decimal points.
 - c. The bidder should quote charges for all the services as per price schedule.
 - d. In case the bidder has not quoted for any service as mentioned in Price Schedule, then the bid shall be loaded by the highest price quoted by any of the bidders for that service. The loaded service shall be provided at lowest price quoted by any of the bidder.

23. CONTACTING BSNL

- 23.1 Subject to Clause 20 no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. AWARD OF CONTRACT

The BSNL shall consider award of contract for Payment Aggregator services only to those eligible bidders whose offers have been found commercially and financially acceptable as per evaluation set out in Clause 22 and other terms of this document.

25. Not Applicable

26. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.

27. ISSUE OF LETTER OF INTENT (LOI)

- 27.1 The issue of Letter of Intent shall constitute the intention of the BSNL to enter into contract with the bidder.
- 27.2 Within 14 (Fourteen) days of issue of the Letter of Intent (LOI), the bidder shall give it's unconditional acceptance along with performance security in conformity with section VII Part B provided with the bid document.

28. SIGNING OF CONTRACT

- 28.1 The issue of Letter of Intent (LOI) followed by acceptance by the bidder(s) shall constitute the award of contract to the bidder(s). Detailed Agreement (**vide Section XI**) shall be signed within seven days from the date of receipt of performance security in the form of Bank Guarantee as per Section V Part A, clause 4.
- 28.2 Upon the successful bidder(s) furnishing of performance security pursuant to clause 25, the BSNL shall discharge the bid security pursuant to clause 11.

- 28.3 The agreement shall be subject to review after three months and in case of non-implementation of any service (quoted in Tender); the agreement may be terminated at the sole discretion of BSNL.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may at its discretion award the work to any other bidder or call for fresh bids.

30. Not Applicable

31. While all the conditions specified in the Bid Document are critical and are to be complied special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.

- 31.1 Clauses 12.1, 12.3 & 13.1 Section IV Part A – The bids shall be rejected at opening stage if bid security is not submitted as per clause 12.1 & 12.3, or bid validity is less than the period prescribed in clause 13.1 mentioned above.

- 31.2 Clause 2 & 10 - If the eligibility condition as per clause 2, Section IV Part A is not met and/or documents prescribed to establish the eligibility as per Clause 10 Section IV Part A are not enclosed, the bids shall be liable to be rejected without further evaluation.

- 31.3 Section IX, Part B: Price Schedule-Prices are not filled in as prescribed in price schedule. If the bidder intends to offer a service free of charge, this shall be indicated clearly. Terms like “out of Pocket expenses”, may be avoided and the incidence of any such charges be included in the unit rates.

- 31.4 Bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service or services for which no separate charges are quoted, etc. into account. Services proposed to be provided free of cost or for which there are no separate charges may be indicated.

32 ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT.

In case of default by Bidder(s)/ Vendor(s) such as

Does not provide the Service in time;

Or any other default whose complete list is enclosed in Appendix-1.

BSNL will take action as specified in Appendix-1 of this section.

33. Deleted

34. Near Relations Certificate

The Bidder shall furnish a certificate that none of his/her near relative is working in the units of BSNL. In case of limited company by all the Directors of the company (excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state). In case of breach of any of these conditions by the Bidder the Tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the Bidder. The Bidder will also be debarred from further participation in future Tenders of the concerned unit. The near relatives for this purpose are defined as:

Members of a Hindu Undivided Family.

Spouse.

The one is related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The format of the certificate to be given in Section 6.

35. Verification of documents and certificates

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

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SECTION IV Part B
Special instructions to Bidders (SIB)

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SECTION IV Part C

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TenderING

1. General

- 1.1 The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender/Tender Document. Submission of Online Bids is mandatory for this Tender/Tender.
- 1.2 E-Tendering is a new methodology for conducting Public Procurement in a secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic Tendering, BSNL has decided to use the portal (<https://www.tcil-india-electronicTender.com>) of M/s TCIL, a Government of India Undertaking.
- 1.3 Benefits to Suppliers are outlined on the Home-page of the portal.

2. Tender Bidding Methodology: – ‘Single Stage Bidding, Two stage opening using – Two Electronic Envelopes’.

3. Broad outline of activities from Bidders’ prospective:

- 3.1. Procure a Digital Signing Certificate (DSC)
- 3.2. Register on Electronic Tendering System® (ETS)
- 3.3. Create Users and assign roles on ETS
- 3.4. View Notice Inviting Tender (NITender) on ETS
- 3.5. Submit Tender fee and NDA offline to BSNL
- 3.6. Download Official Copy of Tender Documents from ETS
- 3.7. Attend training on e-Tendering to be arranged by BSNL(optional)
- 3.8. Clarification to Tender Documents on ETS
- 3.9. Query to BSNL (Optional)
- 3.10. View response to queries/clarifications posted by BSNL as addenda
- 3.11. Bid-Submission on ETS
- 3.12. Attend Public Online Tender Opening Event (TOE) on ETS
- 3.13. Opening of Technical-Part
- 3.14. View Post-TOE Clarification posted by BSNL on ETS
- 3.15. Respond to BSNL’s Post-TOE queries
- 3.16. Attend Public Online Tender Opening Event (TOE) on ETS
- 3.17. Opening of Financial-Part (Only for Technical Responsive Bidders)

4. Other Instructions

For participating in this Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

4.1. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4.2. Registration on e-Tender portal

To use the Electronic Tender[®] portal (<https://www.tcil-india-electronicTender.com>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-Tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the web site. Pay Annual Registration Fee as applicable.

[Note: After successful submission of Registration details and Annual Registration Fee (Rs 6000/- plus service tax as applicable, payable etc TCIL), please contact TCIL Helpdesk (as given below), to get your registration accepted/activated].

TCIL Helpdesk	
Telephone/ Mobile	011-26202699 (multiple lines)/ 9868393775 / 9868393717 / 9868393792 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	ets_support@tcil-india.com

5. Some Bidding related Information for this Tender (Sealed Bid)

Online Submission of Bids

The entire bid-submission would be online on ETS. Broad outline of submissions on or before the date & time of submission of bids are as follows:

- a) Submission of digitally signed copy of Tender Documents/ Addenda
- b) Acceptance of General Terms and Conditions (GTC), if applicable.
- c) Acceptance of Special Terms and Conditions (STC), if applicable.
- d) Submission of information of EMD /Bid Security
- e) Two Electronic Envelopes
 - i) Technical-Part
 - Electronic Form-mandatory submission
 - Main-Bid-mandatory submission
 - Bid-Annexure (Optional)
 - ii) Financial-Part
 - Electronic Form-mandatory submission
 - Main-Bid-mandatory submission
 - Bid-Annexure (Optional)

NOTE: Bidder must ensure that after submission of all the above information the overall bid submission status on e-Tender portal must become ‘ **COMPLETE**’ otherwise bid does not appear in the Electronic time-locked key box on ETS portal.

6. Offline Submissions:

The Bidder is requested to submit the **original** documents as per para 9 (b) of Section –II of Tender document offline to DM (CI), BSNL Corporate Office, 5th Floor, Bharat Sanchar Bhawan, Janpath,

New Delhi – 110001 on or before the Bid Closing Date specified in covering letter of this Tender Document, in a sealed envelope. The envelope shall bear (the Tender/Project name), the Tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

[**Note:** The Bidder has to upload the Scanned copy of all above said original documents (except Encryption Pass-phrases for Technical & Financial bid parts) as Bid-Annexure during Online Bid-Submission].

7. Special Note on Security of Bids

7.1. Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below.

7.2. As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-Tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned Tender-opening officers of the Buyer organization and the personnel of e-Tendering service provider.

7.3. Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each Bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

IMPORTANT NOTE: It is important for the bidder to keep a safe record of his Pass-phrases. It is the RESPONSIBILITY of the bidder to provide the CORRECT PASS-PHRASE for decrypting his bid part. In case the bidder is unable to provide the correct pass-phrase during the TOE, it will not be possible to open his bid and as his bid will be REJECTED (i.e. Archived Un-opened). Before rejection in such a situation, the bidder will be given opportunity to himself enter the pass-phrase from his own office or from BSNL’s office if his representative is physically present there.

7.4. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

8.1. ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of Bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, duly authorized representatives of Bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to BSNL office for the Public Online TOE.

8.2. Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on ETS.

8.3. As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the Bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all prospective Bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

8.4. ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The

information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

- 8.5. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all prospective Bidders for 'Viewing/ Downloading'.
- 8.6. There are many more facilities and features on ETS. For a particular Tender, the screens viewed by a Supplier will depend upon the options selected/programmed by the Purchaser for the relevant Tender.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public Tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. Other Instructions

- 9.1. For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronicTender.com>) and go to the User-Guidance Center
- 9.2. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.
- 9.3. It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.
- 9.4. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:
 - (a) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first Tender submission deadline on ETS
 - (b) Register your organization on ETS well in advance of your first Tender submission deadline on ETS.
 - (c) Get your organization's concerned executives trained on ETS well in advance of your first Tender submission deadline on ETS
 - (d) Submit your Bids well in advance of Tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al).
 - (e) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
- 9.5 Bidders must ensure that all documents uploaded on e-Tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into the files/folder from client end PC system cannot be monitored by e-Tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender opening Committee to open & demonstrate the contents of bid data downloaded from the e-Tender portal in his presence.

If, even after above chance, the bidders is unable to open & demonstrate the contents of bid data downloaded from the e-Tender portal in his presence then no fresh bid in any form, soft or hard

copies, shall be accepted by Tendering authority and his bid shall be summarily rejected and treated as non-responsive.

Some of the precautions that may be taken by bidder during the submission of files/folders on e-Tender portal (this list is not exhaustive one)

- i. For ensuring this, bidder should cross-check contents of individual files zipped into a single zipped folder before uploading as main bid on e-Tender portal.
- ii. Subsequent to uploading of 'Main Bid' folder and 'Bid Annexures' on e-Tender portal, bidder may cross-check the contents of files in the zipped folder in main bid and other files in bid annexure and verify for proper opening of files.

10. Minimum Requirements at Bidders end

- 2.2 Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- 2.3 Broadband connectivity
- 2.4 Microsoft Internet Explorer 6.0 or above
- 2.5 Digital Certificate(s)

11. Training Program

11.1. One day training (10:00 to 17:00) would be provided, as per the following table. **Training is optional, but is advisable for first time users and shall be provided only if required by bidders for which they may please send request by Email.**

11.2. The prospective participants are requested to carry a Laptop and Wireless Connectivity to Internet.

Scheduled Date	Date of uploading of Tender document + 14 days
Venue	BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Training Charges per day (Per Participant)	As applicable by M/s TCIL

Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of Tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of Tender in respect of Tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future Tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of Tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO/Agreement if issued/signed. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work/services in hand.
	and detection of default at any stage from receipt of bids till issue of APO/ LOI/signing of Agreement.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received services shall be made as per terms & conditions of Agreement	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of Tender :	
	<i>(i) If detection of default is prior to award of APO/LOI</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO/LOI but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO/LOI, ii) Rejection of Bid & iii) Forfeiture of EMD.

contd	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO/LOI ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO/Agreement</i>	i) Termination/ Short Closure of PO/WO/Agreement and Cancellation of APO/LOI ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received in correct quantity and quality if pending items do not affect working or use of supplied items.	
Note 4:- No further services/supplies are to be accepted except that required to make the already supplied items work.		
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future Tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of Tender opening executives of BSNL in receipt/ opening of Tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the Tender venue and/ or submitting their Tender bid freely.	
3	Non-receipt of acceptance of APO/ LOI/AWO and SD/ PG by L-1 bidder within time period specified in APO/ LOI/AWO.	Forfeiture of EMD.
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Not Applicable.	
4.2	Not applicable.	

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract OR If Services are not provided in accordance with the scope of work.	BSNL has the right to Terminate the Agreement with the notice period of 14 days.
5.2	Not applicable.	
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) Not Applicable	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of Agreement/PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future Tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
7.	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s)	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	

	e) Undertakes any action that affects/ endangers the security of India.	
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated	<p>i) Termination/ Short Closure of the Agreement/PO/WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the Agreement/PO/WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future Tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court</p>
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future Tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	<p style="text-align: center;">B</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of Tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p style="text-align: center;">C</p>
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective Tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited Tender, the provision in the respective Tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		

SECTION V
Part A

GENERAL COMMERCIAL CONDITIONS OF CONTRACT

1. APPLICATION

The general terms and conditions of contract as prescribed under draft agreement (vide Section XI) shall apply to contracts made by the BSNL for the Payment Aggregator services.

2. STANDARDS

The Payment Aggregator services under this contract shall conform to the standards prescribed in the special Conditions of the contract mentioned in section V Part B.

3. Not applicable

4. PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

- 4.1 The PASP shall furnish performance security in the form of Bank Guarantee to the BSNL for an amount of ₹. 1,00,00,000 (Rs. One Crore) within 14 (Fourteen) days after the receipt of the Letter of Intent, (LOI) & Draft Agreement. The performance security shall be accompanied by two copies of the Agreement signed by the Authorized Signatory of the PASP. This shall be followed by signing of the Agreement by BSNL, within seven days of the receipt of Performance Security in form of Bank Guarantee.
- 4.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the PASP's failure to discharge its obligations under the contract.
- 4.3 The performance security shall be in the form of Bank Guarantee issued by any scheduled Bank and in the form provided in 'Section VII Part B' of the Bid Document.
- 4.4 The performance security shall be discharged by the BSNL after completion of the PASP's performance obligations, under the contract and shall be extended suitably in the event of extension of period of contract.
5. Not Applicable
6. Not Applicable
7. Not Applicable
8. Not Applicable
9. Not Applicable
10. Not Applicable

11. PAYMENT TERMS

- 11.1 PASP shall raise monthly bills based on complete details by **15th** of the following month for the Transaction Processing Fee (service charges) payable by BSNL of a month to Portal Team. After validation and certification of data/bills, Portal Team shall forward the same to CAO (CCC) **by 18th of the following month**. CAO (CCC) shall send monthly claims for delayed remittance /delay in submission of MIS with complete details by **25th** of following month to the concerned PASP. Both BSNL and PASP shall settle the claims raised against each other including settlement of wrong debit/credit by **26th** of the following month. In case PASP fails to settle BSNL claims by **26th**, then BSNL shall deduct the claim amount from the Transaction processing Fee payable to PASP and **process, and send the invoices for making the balance payment, to the AO(Cash)/Central**

Settlement Cell %CGMT AP, Hyderabad by 30th of the following month and payment will be made to the PASP with in 45 days from the date of submission of invoices to the Portal. In

case BSNL's claim is more than the Transaction Processing Fees payable to PASP then BSNL shall write to concerned PASP to pay the balance amount within seven days.

- 11.2 PASP shall not be allowed to deduct any service charges (Transaction processing Fee) from the collected amount while transferring to the designated BSNL account, unless authorized to do so in writing by BSNL. In spite of this if PASP deducts any charges, PASP is liable to pay penal interest (from the date of deduction of charges till the date of repayment) for the same as per clause 7 Section-III of the Tender document.

12. PRICES

- 12.1 PASP may quote the charges for services (Transaction processing Fee) as per Section IX Part B Price Schedule. There shall be no separate charges for any other related payment aggregator services offered in the bid which is not quoted in the Price Schedule.
- 12.2 Prices charged by the PASP for services performed under the contract shall not be higher than the prices quoted by the PASP in its Bid.
- 12.3 Prices once fixed shall remain valid during the period of the agreement or any extension thereof.

13. CHANGES IN AGREEMENT

The BSNL may, at any time, by a written order given to the PASP, make changes within the general scope of the contract in the Payment Aggregator system as per the requirement.

14. Not Applicable

15. DELAYS IN THE PASP'S PERFORMANCE

1. Penalty Clause:

A) Delay for remittance to BSNL.

“In the event of the PASP's failure to remit the amount to BSNL as per the terms of the agreement, the PASP shall be liable to pay penal interest on outstanding amounts calculated as under:

- i) In case the delay is limited to seven days:

Penal interest shall be calculated on pro-rata basis for the period of delay at the rate of **1%** per month and the delay will be counted from the day of collection of the amount by the PASP.

- ii) In case the delay exceeds seven days:

Penal interest shall be at the rate of **1.5%** per month (Part of the month will be treated as full month) and the delay will be counted from the day of collection of the amount by the PASP.

B) Refund to customers for failed transactions:

Refund to customers for the failed transactions without remitting to BSNL should be completed by the PASP within 24 hours. In case of delay of more than 24 hours (One working day) in initiating a refund request to the Bank / Card acquiring organization, PASP will be liable for payment of interest to customers as per the rates prescribed under clause 15 (i).

16. Not Applicable.

17. FORCE MAJEURE

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further, if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, BSNL shall be at liberty to transfer the work from the PASP to any other PASP to be appointed by the BSNL, without any financial implications being imposed by the PASP on BSNL arising out of such transfer.

18. ACTION BY BSNL AGAINST PASP(s) IN CASE OF DEFAULT

18.1 In case of default by PASP(s) such as:

- a. Failure to deliver and/or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the BSNL pursuant to clause 15 of this section;
- b. Failure to perform any other obligation(s) under the Contract; and
- c. Equipment does not perform satisfactory in the field in accordance with the specifications.
- d. Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

BSNL will take action as specified in Appendix-1 of Section-4, Part-A.

18.2. TERMINATION FOR INSOLVENCY

BSNL may at any time terminate the Contract by giving written notice to the PASP, without compensation to the PASP, if the PASP becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the BSNL.

19. Deleted

20. ARBITRATION

- 20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL, New Delhi or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD, BSNL or the said officer is unable or unwilling to

act as such, then to the sole arbitration of some other person appointed by the CMD, BSNL or the said officer. The agreement to appoint an arbitrator shall be in accordance with the Arbitration and Conciliation Act 1996. There shall be no objection to any such appointment on the ground that the arbitrator is a BSNL officer or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL officer he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor(s).

- 20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 20.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

21. SET OFF

Any sum of money due and payable to the PASP (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the PASP with the BSNL or such other person or persons contracting through the BSNL.

22. Not Applicable
23. Not Applicable
24. Not Applicable

25. COURT JURISDICTION

- (i) Any dispute arising out of the Tender Document/Bid/evaluation of Bids/issue of APO shall be subject to the jurisdiction of the competent court at New Delhi.
- (ii) Where a Supplier has not agreed to arbitration, the dispute/claims arising out of the Contract /PO entered with him shall be subject to the jurisdiction of the competent court at the place from where the Contract /PO has been issued.

SECTION V
Part B

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section IV Part A and "General (Commercial) Conditions of the Contract" as contained in Section V Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section IV Part A and Section V Part A.
2. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date shall be notified. However, in absence of such notification, the bids shall be opened on next working day, time and venue remaining unaltered.
3. **BID SECURITY**
 - i. The bank guarantee for bid security, as prescribed in clauses 12.1 of Section IV Part A of the Bid Document for Tender items shall be submitted in a separate cover. The bank guarantee so submitted shall be as per the format given in Section VII Part A on prescribed non - judicial paper with stamps as prescribed by the Controller of Stamps and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be superscripted as "**BID SECURITY FOR Tender/1-4/ Empanelment of Payment Aggregator Service Providers (PASP)/2014 issued on xx.xx.2014.**"
4. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
5. BSNL reserves the right to blacklist a bidder for a suitable period in case bidder fails to honour its bid.
6. The BSNL reserves the right to offer "counter offer price(s)" against price(s) quoted by any bidder.
7. Any clarification issued by BSNL in response to queries raised by prospective bidders shall form an integral part of Bid Document and it may amount to amendment of relevant clauses of the Bid Document.
8. The period of service required is THREE years from the date of award of contract and may be extended further on yearly basis based on the performance of the PASP.
9. Efficient Payment Aggregator Service is crucial for execution of the contract. BSNL reserves the right to ask for changes in procedures/ formats/ system as per its requirements, from time to time. In such event, PASP shall take steps to implement such changes.
10. Scope of Tender: For the services specified in this Tender, only the PASPs selected through this Tender shall be eligible to offer such services during the currency of the Tender. However, BSNL reserves the right to avail the services of other PASP(s), on account of administrative compulsion.
11. **All success reported Transactions to portal need to be invariably paid to the CAO (CCC) unless it is specifically mentioned by the Portal or CAO (CCC).**
12. **The customer navigation for online payment should be planned with minimum clicks and smooth operation.**
13. **The customer data like Number, Amount, payment mode, Bank Name etc., which are captured by the Bank integrator need to be secured and if any leakage is observed will be subjected to legal proceedings as per the law in force.**

14. *The PASP may be driven to have a uniform rate or slab based commission payments like Upto Rs.2000/- any beyond with one slab or two slabs of commission. So that the commission structure will be easy and payments identification will be better. This will replace the identification of card based and cash based payments process and also reduce the payments burden.*
15. *The PASP need to encourage the customers and drive them to pay through Online payment mode by passing on the offers given by the banks and other payment modes.*
16. *The daily transaction report need to be mailed to the concerned SSA / Circle / CAO(CCC) / Portal Mail IDs shared by the Portal team.*
17. *Provision should be made available in online for customer who groups the different accounts like Land Line, Mobile, WiMax etc., and pay through a single transaction (The amount may cross Rs.50,000/- or so for one transaction).*
18. *All Refunds details need to be intimated back to the portal or customer along with the Bank's Transaction ID/ Ref.No. So that the customer can verify the same and take up with the respective Bank.*

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SECTION VI
PART A

UNDERTAKING & DECLARATION

Undertaking for understanding the terms & condition of Tender & Spec. of work

This Deed of Undertaking executed on this _____ day of ----- Two thousand and -----
by (Name of authorized representative of the Bidder) ----- S/O -----
-----residing at-----on behalf of said M/s -----
----- (Name of the Company,.) having its office at-----
-----and duly authorized to sign, file and verify present undertaking by the said -----
----- (Name of the Company,.) in favour of Bharat Sanchar Nigam Limited, a Government of India
Undertaking having its Registered Office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath
Road, New Delhi-110 001 New Delhi and local office at ----- (hereinafter called
BSNL which terms shall mean and include its successors, administrators, heirs and assigns).

Whereas BSNL invited bids for ----- I/We participated in the bidding process and
emerged as Successful Bidder with respect to Tender No. -----.

I/ We ----- acknowledge that I/We -----
-----have fully understood and are aware of the terms & conditions of the
Tender Document/ Contract & offer to execute the work at the rates quoted by us in the Bid and do hereby
unequivocally and unconditionally undertake and declare that :
I/ We -----shall comply with all the rules/ regulations/ Laws/ Government
instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of
the workers/ employees engaged by me / us in the past and during the course of performance of the contract
with BSNL.

I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or
representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties
and costs (including legal costs and disbursements) arising from or relating to:

(a) Any breach/ violation of any direction, order from any governmental authority any provisions of the
labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the
workers/ laborers engaged by the contractor in past and during the course of this contact

OR

(b) Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of
any of the labour laws or any other laws, etc.

OR

(c) Any other claim made by any third party in connection with any violation of any of the laws,
guidelines, instruction, etc.

In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year .

Date:

Place:

(Signature :-----)

Name: -----

Designation: -----

WITNESS: 1.

2.

SECTION - VI

PART B

NEAR RELATIONS CERTIFICATE

(Certificate to be given by the Bidder in respect of status of employment of his/ her near relative (s) in BSNL)

“I.....s/o.....r/o.....
.....
.....hereby certify that none of my relative(s) as defined in the Tender Document is/are employed in BSNL unit as per details given in Tender Document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

Signature of the Bidder
with date and seal

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SECTION VI

Part C

Proforma for Declaration by the Bidder for submitting bid document downloaded from the Website

It is to certify that:

1. I / We have submitted the Tender in the Proforma as downloaded **directly from the website**.
2. I / We have submitted Tender documents **which are same / identical** as available on the website.
3. I / We have **not made any modification / corrections / additions etc.** in the Tender documents downloaded from web by me / us.
4. I / We have checked **no page is missing** and all pages as per the index are available & that all pages of Tender document submitted by us are **clear and legible**.
5. I / We have **signed (with digital seal) all the pages** of the Tender document before submitting the same.
6. I / We have digitally sealed the Tender document properly before submitting the same.
7. I / We have submitted the **cost of Tender document along** with the Bid Security and all Credentials.
8. I/We have read carefully and understood the important instructions to the all bidders who have downloaded the Tender document from the web.
9. In case at any stage later, it is found there is difference in our downloaded Tender document from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.
10. In case at any stage later, it is found that there is difference in our downloaded Tender documents from the original, the bid/work will be cancelled and Bid Security/ Performance Bank Guarantee will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
11. In case at any stage later, it is found that there is difference in our downloaded Tender document from the original, I/We may also be debarred for further participation in the Tender in the BSNL.

Seal of Bidder

Place:

Date:

Signature of the authorized signatory

SECTION VII
Part A

BID SECURITY FORM

Whereas..... (hereinafter called “the Bidder”) has submitted its bid dated.....for the Payment Aggregator services of.....vide Tender No. ----- dated xx.xx.201x KNOW ALL MEN by these presents that WE..... of..... having our registered office at..... (hereinafter called “the Bank”) are bound unto..... (hereinafter called “the BSNL”) in the sum of `..... for which payment shall and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form
Or
2. If the Bidder, having been notified of the acceptance of his bid by the BSNL during the period of bid validity.
 - (a) Fails or refuses to execute the Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Security in form of Bank Guarantee, in accordance with the instructions to Bidders`.

We, (Name of the Bank) undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL shall note that the amount claimed by it is due to it owing to the occurrence of any one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force as specified in clauses 11 and 26.2 of section II of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority.
Name
Signed in Capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

SECTION VII
Part B

PERFORMANCE SECURITY (IN THE FORM OF BANK GUARANTEE) BOND

In consideration of the BSNL, Corporate office, New Delhi (hereinafter called "the BSNL") having agreed to exempt _____ (hereinafter called "the PASP") from the demand under the terms and conditions of an agreement No _____ dated _____ made between _____ and _____ for _____ for providing Payment Aggregator services of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said PASP of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____. We, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (PASP) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said PASP of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said PASP of any of the terms or conditions contained in the said Agreement or by reason of the PASP failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rupees _____.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the PASP in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the PASP shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bank(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIFTEEN MONTHS [as specified in Letter of Intent (LOI)] from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said PASP from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against and said PASP and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said PASP or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said PASP or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee shall not be discharged due to the **change** in the constitution of the Bank.
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Date the _____ day of _____

For _____
(Indicate the name of the bank)
Full Address of the Bank
Telephone No. of the branch
Fax No. of branch

Signature of witness

Full address of Branch

Name & Address of witness

Tel No. of Branch

Fax No. of Branch

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SECTION VII
Part C

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AGM (BA&CI) before date of bid opening)

The AGM (BA&CI),
Bharat Sanchar Nigam Limited,
(Corporate Office),
W.S. 5063, Bharat Sanchar Bhawan
H.C.Mathur Lane, Janpath, New Delhi-110001

Subject: Authorization for attending bid opening on _____(date) in the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the Tender mentioned above on behalf of _____(PASP) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		

Signatures of bidder
Or
Officer authorized to sign the bid Documents on behalf of the bidder.

Note 1 Maximum of two representatives shall be permitted to attend bid opening. In cases where it is restricted to one, first preference shall be allowed. Alternate representative shall be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

3 Separate authorization letter is required for Techno-commercial bid opening and for Financial Bid opening.

SECTION VIII
BIDDER'S PROFILE
(To be filled in by the bidder)

SN.		
1	Name of Firm/Company	
2	Legal Status [Pvt. Ltd/Public Ltd.]	
3	Registered office	
4	Certificate of Incorporation No:[CIN]	
5	PAN NO:	
6	TIN NO:	
7	Service Tax Regn No:	
8	Date of Incorporation	
10	Date of Commencement of Business	
11	Principle place of Business	
Details of Authorized Signatory of the Bidder		
12	Name	
13	Designation	
14	Address	
15	Contact numbers:	
16	Mobile:	
17	Office:	
18	Residence:	
19	Fax;	
20	E-mail ID:	

Signature of the authorized signatory

**SECTION IX
PART A
BID FORM**

Tender No.1-4 /.....

Dated: xx.xx.201x

Bharat Sanchar Nigam Limited,
(Corporate Office)
Bharat Sanchar Bhawan, H.C. Mathur Lane
Janpath, Janpath, New Delhi - 110 001.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No..... the receipt of which is hereby duly acknowledged, we, (Name of PASP), undersigned, offer Payment Aggregator services in conformity with the said conditions of contract for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We,(Name of PASP) undertake, if our Bid is accepted, to commence the work immediately as per BSNL requirements given in Section V of the Bid Document and to perform the job as per BSNL requirements as specified in the contract within 30 (Thirty) working days calculated from the date of issue of Letter of Intent by BSNL.
3. If our Bid is accepted, we, (Name of PASP) shall offer the Performance Guarantees of Scheduled Bank (Not being a Cooperative Bank or Gramin Bank) for a sum of ` One crore for the due performance of the contract valid for 39 months.
4. We, (Name of PASP) agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with BSNL's written acceptance thereof in your notification of award shall constitute a binding contract between We PASP and BSNL.
6. We, (Name of PASP) understand that BSNL is not bound to accept the lowest or any bid, BSNL may receive.
7. We (Name of PASP) understand that the Bid so submitted is the true copy of Tender Document available on the BSNL website www.bsnl.co.in. Any deviation from the terms and conditions stated in the Tender will result in the rejection of the Bid.
8. Capitalised terms not defined herein shall have the meaning assigned to it in the Tender Document.

Dated this day of 201x

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature

SECTION IX
PART B
PRICE SCHEDULE – Payment Aggregator Services

Sr. No.	Name of Service	Unit of Charges	Number of approximate transactions per month	Charges Per Transaction (in ` or in %)	Total Cost Per Year (D x E x 12)
A	B	C	D	E	F
1	Net Banking Based Payments	Per transaction	1847754		
2	Through Credit Card Based Payments	Per transaction	515118		
3	Through Debit Card Based Payments				
	i	Transaction amount up to Rs. 2000/-	Per transaction	514989	
	ii	Transaction amount more than Rs. 2000/-	Per transaction	16207	
4	Auto Pay/Standing Instructions based payments of BSNL processed by PASP through ECS.	Per transaction			

Note 1: Wherever statutory authorities like RBI, have fixed rates for receiving payment through a particular mode, BSNL will not pay more than the rates fixed by statutory authorities. However PASPs are allowed to quote charges below the fixed rates.

Note 2: Wherever rates are to be quoted as % (percentage), it may be quoted, restricted to 2 decimals only, otherwise it will be rounded off to next higher.

Note 3: The rates quoted as above are applicable for remittances to BSNL nodal bank account on maximum T+2 days basis.

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SECTION X

Check List

The Bidder shall furnish, as part of the bid documents, for establishing the bidder's eligibility, the following documents and any other relevant documents to meet the terms and conditions of Bid Document

Sl No	Documents	Section
1	Demand Draft For Rs. 4000/- (Excluding applicable taxes) towards cost of Tender	Section I clause 2.1
2	Bid Form	Section-IX-PART A)
3	Bid Security - BG for Rs.35,00,000/- with validity of minimum 180 days under Proforma Section –VII Part A	Section IV Part A clause 12
4	Financial Bid (Price Schedule)	Section IX Part B
5	Bidders profile	Section VIII
6	Copy of License issued by Reserve Bank of India	Section I clause 4.8
7	Duly notarized General power of attorney on non-judicial stamp paper of Rs.100/-	
8	General Power of Attorney in favour of the signatory in case of Partnership firm / Registered company / Proprietorship firms duly notarized given by all partners in case of Partnership firm, by the resolution of the board given by authorised director(s) in case of company and the proprietor in case of proprietorship.	Section IV part A, clause 14.4
9	Attested and Certified copy of Memorandum of Association / Articles of Association / Certificate of Registration by RoC / Commencement of Business	Section I clause 4.1
10	The prescribed Tender document duly signed digitally by the authorized signatory in token of acceptance of its terms and conditions	Section IV Part A, clause 14
11	MOU/Certificate from Banks that they have integrated Bank's System with Aggregator's System	Section I clause 4.11/Sec IV part A clause 10.1.16
12	MOU/agreement enabling payment gateway with Visa, Master and other such groups	Section I clause 4.11/Sec IV part A clause 10.1.15
	Certificate of successful execution and implementation of payment aggregator services from clients for any one year during the last 3 years	Sec IV Part A Clause 10.1.10
13	Immediately preceding three Years' Annual Report containing, inter alia, Balance Sheet and P & L Account of PASP.	Section I clause 4.7
14	ISO-27001, PCI DSS certificate	Section I clause 4.10
15	Copy of PAN of Bidder	Section I clause 4.5
16	Copy of Service Tax, Sales Tax and VAT registration certificate.	Section I clause 4.6
17	Details of Bank Particulars for making payment.	
18	Experience – Bidder should produce certificate from Chartered Accountant / five documentary evidences as proof of having executed similar type of work for public utility services having turnover of Rs. 1000/ Crores during the last three years.	Section I clause 4.3/Sec IV Part A clause 10.1.5
19	Bidder should produce client details as a proof of having executed similar type of work for reputed firms during the last three years	Sec IV Part A Clause 10.1.9
20	Declaration in case of downloaded Tender document	Section VI
21	Undertaking duly signed by authorized signatory for not debarred	Section I clause 4.13
22	Organizational chart, infrastructural details and team composition	Section I clauses 4.9, 4.4
23	Declaration of Deviation (if any)	
24	Any other relevant information	

SECTION XI

DRAFT AGREEMENT WITH PAYMENT AGGREGATOR SERVICE PROVIDER

(ON NON-JUDICIAL STAMPS PAPER OF APPROPRIATE VALUE)

ELECTRONIC PAYMENT AND COLLECTIONS AGGREGATION SERVICES AGREEMENT

This Agreement made at New Delhi on this _____ day of _____ 2014 between **BHARAT SANCHAR NIGAM LTD.**, engaged in the business of providing basic and other telecom services in the country (except provision of some specified services in Delhi and Mumbai) with its registered and corporate office at 3rd Floor, Bharat Sanchar Bhawan, Harish Chander Mathur Lane hereinafter referred to as “The BSNL” (which expression shall, unless it be repugnant to the context or the meaning thereof, mean and include its successors and assigns of the ONE PART).

AND

_____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at -----hereinafter referred to as “**PASP**” (which expression unless it is be repugnant to the context or the meaning thereof mean and include its successors and assigns of the OTHER PART).

(PASP and BSNL are hereinafter collectively referred to as “**the Parties**” and severally as “**the Party**”)

WHEREAS

- A. BSNL is in the business, inter alia, of providing services as a Telecom Operator, across various circles in the country and operates/owns/maintains the website www.bsnl.co.in where its services are detailed
- B. PASP is a service bureau providing, inter alia, bill presentment, payment and collection management services. These services enable customer to make their bill and other payments by various modes (i.e. electronically, standing instructions etc) and through various channels (i.e. over the Internet, through ATMs, over telephone, through kiosks etc) and by using either their bank account or a Credit/Debit Card.
- C. PASP also has business arrangements with various Banks and other entities/ institutions (hereinafter referred to as ‘Partner Banks’) for providing payment related services to customers through the use of facilities of such Partner Bank (viz. Internet Banking facilities, ATM’s, Kiosks, Payment Gateway Facilities etc);
- D. PASP has now offered to BSNL to collect payments on its behalf from BSNL subscribers across the country, through the use of its Payment Gateway/ATM/Phone/IVRS/Internet Banking services and any other mode as agreed between both Parties and deposit the collections into the designated bank account(s) of BSNL as indicated by BSNL.
- E. In the interest of adding an alternative convenient channel of payment for its subscribers, BSNL desires to permit its Fixed Line and mobile phone subscribers across all the circles/SSA’s (hereinafter

referred to as “Customers”) to avail the services of PASP, for payment of the monthly & bimonthly bills raised by BSNL upon them through the various modes as described in Annexure-I.

- F. BSNL is desirous of authorizing PASP on non-exclusive basis to collect the payment of monthly / bi-monthly bills from its customers, across the country, on its behalf, through various online collection modes, including through Payment Gateway, through ATM's, through Internet, through Standing Instruction, through Mobile Banking, through IVRS and any other mode as agreed between the Parties from time to time on the terms and conditions mentioned herein. The various modes and facilities through which the Customers can make these payments are described in Annexure I.
- G. The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under:

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. Agreement Shall mean this agreement, and any and all schedules, appendices, annexure and exhibits attached to it and includes any addition, modification or deletion thereof agreed to in writing by the Parties;
- 1.2. Card Shall mean a Credit, Debit or any other Card issued by an Issuer and includes cards of card organizations like Visa, MasterCard or any other organization offering credit, debit, or any other card program to Issuer(s);
- 1.3. Customer Shall mean any person / entity who is a subscriber of a Fixed line or mobile phones or any other service(s) of BSNL;
- 1.4. Customer Payment Amount Shall mean the total amount paid by the Customer towards his BSNL bill payment;
- 1.5. Transaction Amount Total amount of the bill exclusive of service tax and other levies;
- 1.6. PASP Payments Services Shall mean the payment mechanism for Authentication and Authorisation of payments by Customers, from time to time, either through the BSNL Website and/or PASP Site and/or any of the Partner Bank facilities;
- 1.7. Payment Gateway Shall mean the online business system that allows PASP to route transactions entered into on the Internet to clearing houses and/or settlement networks and/or other banks, enabling customers to make payments using their Internet Banking Accounts or any Card Account;
- 1.8. Payment Mechanism Shall mean the mechanism utilizing the Payment Gateway Facility or

electronic commerce facilities of the Partner Bank(s), through the Internet and/ or through such other modes and mechanisms of payment and delivery, as may be notified by PASP from time to time and agreed to by BSNL;

- 1.9. Valid Card Shall mean a Visa or a MasterCard credit card or any other card acceptance facility provided by PASP or the Payment Gateway Providers and which is not listed in Visa/MasterCard's and other current warning bulletins;
- 1.10. PASP Website Shall mean the PASP web sites with the domain name www.PASP.com, and/or any other site as may be notified from time to time by PASP, as a site supported by PASP for the purposes of enabling on-line payment instructions by the Customers of BSNL.;
- 1.11. BSNL Website Shall mean the website which is controlled and owned by BSNL with the domain name www.bsnl.co.in (and includes the sub-sites of each BSNL SSA);
- 1.12. Transaction Processing Fee Shall mean the service charges payable by BSNL to PASP;
- 1.13. Pay-by-Date Shall mean the date defined on the BSNL's bill up to which the PASP can accept the payment through the various channels defined in Para 2.1

2. PASP'S PAYMENTS SERVICES

- 2.1. **PASP Payments Services.** Subject to the terms and conditions hereinafter contained and in consideration of the payment of the Fees set out in Clause 0 of the Agreement, PASP shall provide to BSNL the Payments Services.

PASP shall offer these services directly by itself and through its various Partner Banks with whom it has arrangements for extending such services to their customers. In addition to the PASP's Website(s), the Payments Services will also be made available to the subscribers of BSNL (both fixed line and mobile phone services or any other services introduced latter on) through the ATMs/ Internet/ Standing Instruction /IVRS/Mobile Banking/ Payment Gateway channels of PASP Partner Banks, through the BSNL Website for payment using a Credit/Debit Card or Online Banking Account and such other mode as agreed between the Parties from time to time.

The Payments Services to be provided include the following services that are detailed in Annexure I.

1. Instant Pay Service
2. View and Pay Service
3. Auto Pay Service
4. Mobile banking Service
5. IVRS Service

These Services will be for BSNL Fixed line, mobile phone services and any other services of BSNL, available at present and inducted in future.

- 2.2. **Integration.** PASP will integrate and set-up the facility at the PASP Website(s) and at its Partner Bank channels to enable customers to access the Payments Services through such channels. In respect of the payment through the BSNL Website, PASP shall integrate its Payment Mechanism at the BSNL Website to enable the subscribers of BSNL to make online, real-time payment using a Credit/Debit Card or an Online Banking Account.

- 2.3. **Service Operations – service through PASP/Partner Banks.** PASP shall, on behalf of BSNL, collect the payment of the bills made by the Customers of BSNL upto the due date of the payment also referred to as the “PAY BY DATE” noted on each bill. The "PAY BY DATE" noted on the bills as referred above shall be notified by BSNL to PASP in such form and manner as may be agreed by the Parties from time to time; such notification will be done in respect of the subscribers who register for these Services, with PASP or any of its Partner Banks and is subject to confirmation of the registration by BSNL. After collection of the bill amount, the same shall be deposited in the current account of BSNL(CCC/HYD) with the accounts officer of CCC along with the hard copy and soft copy of the list of Customers who had made such payments.
 - 2.3.1. PASP shall make all possible efforts to ensure that the options of online collection through ATMs, through Internet, through Standing Instructions, through mobile banking, through IVRS or any other mode as agreed between the Parties from time to time are accessible to the customers for the options that are mutually agreed upon for operations. PASP shall maintain the said options so as to facilitate the customers in inputting the required data.

 - 2.3.2. PASP and its Partner Banks shall prominently display the options it offers and the modalities of implementation for information of customers. It shall also publicize these arrangements through PASP’s usual correspondences/ Statements of accounts or any other means as feasible among its customers, get their consent/ registration of customers to pay through different modes and provide such information of registration to BSNL for its confirmation.

 - 2.3.3. On receipt of such information of registration from PASP, BSNL shall provide relevant billing details to PASP for the facility, including the bill date, payment amount, pay by date, BSNL customer I/D or A/C No mentioned on the bill, in electronic mode of presenting by PASP and its Partner Banks, so as to facilitate the Customers to avail the various facilities for payment of bills. All the billing data details or collection data require BSNL customer I/D or A/C No as the pivotal field. The format of the data and schedules to be provided by BSNL and PASP would be mutually decided between the two Parties. The agreed format and schedules for these shall be treated as addendum to this Agreement and covered by its covenants. In addition to providing the details of the bills to PASP, the BSNL shall continue to send the physical copies of the bills for the services to the Customers.

- 2.3.4. BSNL shall make available the billing details as stated above within such time schedule and in such format as may be mutually agreed.
- 2.3.5. *PASP will neither be authorized to make any correction in the bill nor to accept any under payment or over payment against any bill issued by BSNL.*
- 2.4. **Service Operations – service through BSNL Website.** PASP shall integrate its Payment Mechanism at the BSNL Website to enable the subscribers of BSNL to make online, real-time payment using a Credit/Debit Card or an Online Banking Account. Subscribers choosing to avail this PASP Payments Service from the BSNL Website can log into the BSNL Website, fulfil BSNL requirements in terms of registration/authentication and then choose to make an online payment transaction, for either their fixed line or mobile phone service.
- 2.4.1. After filling in the necessary details on the BSNL website, the customers will be directed through the Payment Mechanism to the PASP Payment Gateway page where the Customer can choose the payment option - Credit / Debit Cards or an Online Banking Account. Based on the choice made, the Customer will be taken to the respective credit card / bank server where he/she will authenticate the transaction and his/her card/bank account will be debited and an internal pool account credited within respective banks.
- 2.4.2. The debit success/failure confirmation will be provided back to the BSNL website on a real-time basis so as to complete the transaction – release pre-paid voucher (in case of mobile top-up of prepaid connection under brand name 'Excel') or update post-paid bill(of mobile connection) payment. The format of the data and URL messages to be provided by BSNL and PASP would be mutually decided between the two Parties. The agreed format and schedules for these shall be treated as addendum to this Agreement and covered by its covenants.
- 2.4.3. PASP will on a daily basis reconcile the online transaction logs to ensure that all transactions are accurately reflected in the Payment Gateway Transaction Log. PASP will then provide BSNL related MIS, which will have the details of the successful transaction and any reversal transactions during that day's settlement of transactions (Customer name, Tel No., Customer Account No., Customer Payment Amount, Date of transaction, Transaction Fee Charges, Service Tax, TDS and Net Amount).
- 2.4.4. In the operation of the Instant Pay Service, BSNL shall not at any time require the Customer to provide it with any details of the Card accounts held by them including, the passwords, and PIN which may be assigned to them by the Card Issuer from time to time. These inputs of the Customer will be captured over the secure Payment Gateway deployed by PASP.
- 2.5. **Timely Bill Presentment.** To enable PASP to perform its obligations under this Agreement and to be able to present electronic bill data to the Customers, BSNL agrees to provide to PASP in a prompt, timely and complete manner, the relevant bill amounts / due dates data of such Customers who are registered as mentioned under Para 2.7 below for the use of these Payments Services.

2.6. **Imposition of limits.** With a view to enforcing appropriate security PASP and/or its Partner Banks, may impose limits on the number of payments that may be charged on an individual Card or Bank account during any time period, or may restrict access to the Payments Services in respect of Customers with a prior history of questionable payments.

2.7. **Registration Process**

- (a) Customer(s) seeking these Electronic Payment services will register through various channels of PASP and its Partner Banks
- (b) The registration process is meant to authenticate the customer and collect the necessary information as required by BSNL
- (c) Customer(s) will be able to register for these services either online or offline, wherein they provide the necessary registration details. These details would cover two aspects:
 - (1) Details as required by PASP /Partner to record the customer in their system as registering for BSNL services – typical an user ID or a customer number etc
 - (2) Details as required for providing to BSNL to identify the BSNL customer viz. BSNL customer I/D or A/C No, location/circle details, BSNL telephone/mobile (and any other details as BSNL may specify from time to time)
- (d) These details so collected across PASP and its various partner banks would be aggregated by PASP across the country on a daily basis and provided to BSNL
- (e) The format, frequency and mode of providing this registration details to BSNL would be as specified by BSNL and provided either centrally or circle wise as required by BSNL.

2.8. **Marketing Related Aspects**

- (a) PASP would work with both BSNL and its Partners in actively promoting the electronic payment option in respect of BSNL bills at its own cost. The BSNL shall not be liable to pay for promotion of activities under this agreement in any circumstances what so ever it may be.
- (b) PASP and its Partners shall prominently display the electronic payment options and the modalities of their use at their respective websites.
- (c) PASP and its Partners shall also promote these option through their regular channels through which they promote electronic payments
- (d) In addition from time to time PASP and its Partners shall also publicize these arrangements through their usual correspondences/ Statements of accounts or any other means as feasible among its customers.

- (e) PASP and its Partners would also consent to having their names and payment options mentioned on the BSNL bills and other promotional material of BSNL
- 2.9. **Non-exclusive.** This Agreement is on a non-exclusive basis and BSNL shall have the right to appoint any other person for making collections on its behalf including but not limited to payments by way of physical or electronic mode.

3. REMITTANCES AND MIS

3.1. **Time for Remittance.** PASP will provide data regarding the bills collected through various options mentioned in Clause 2 above in the format as required by the BSNL on daily basis. This format would be agreed between the BSNL and PASP. PASP will also furnish a list of such payments by way of Electronic Mail on a daily basis to the concerned officer of the portal/defined Nodal officer/CAO(CCC) as defined in Clause 3.3 herein below, in the format required by the BSNL from time to time and mutually agreed thereto. The amount collected shall be remitted to BSNL account in gross amount collected without any deduction of the transaction processing fee, taxes etc. in the designated current account of BSNL's SSA.

a. Through Payment Gateway Services **Credit on T+2** with single transfer by RTGS regardless Of receipt of money from Partner Bank or otherwise (T denotes day of transaction)

b. Other than Payment Gateway Services **Credit on T+1**

3.1.1 The days fixed for remittance as above are linked to the day of Actual Collection/payment (i.e. Day 1) and are not counted from the Pay by Date.

3.1.2 All days referred to in this Agreement accept as specified otherwise, shall mean Business [working] day where "Business [working] day" is defined as a day other than: (i) Sunday (ii) a day on which PASP's office and/or Collecting Banks are closed for Business / Clearing, or (iii) a day on which normal business could not be transacted due to storms, floods, bandhs, strikes etc.

3.1.3 In respect of payments made by Customers from the modes mentioned under clause 2.1 and Para 3.1 above and using a Credit/Debit Card or any other mode(s) introduced later on, the remittance to BSNL shall be gross amount collected without any deduction of the transaction processing fee, taxes etc. in respect of such transactions. PASP shall deposit the gross funds collected in the designated account of BSNL. The MIS / Reports provided in this regard shall clearly indicate the Payment collected and amounts remitted to BSNL, in the format as mutually agreed with BSNL.

3.1.4 PASP has to ensure that only full amount of the bill should be collected from the subscriber, no part payment may be accepted in any case what so ever.

- 3.2 **Payment Information MIS.** PASP shall supply MIS in the format and time as agreed between the Parties on the next day of collection of payment/ receipt of MIS from Banks/ Local Clearing House/ Card Acquirer. The Phone No., Customer Account No., BSNL Transaction Ref No., Bill Date, Amount, Payment Date and PASP Transaction ID (and additional parameters, if applicable for any additional options that may be covered under the ambit of this Agreement) as may be relevant to any particular payment must be indicated on the MIS format, subject to receipt of the same from BSNL in the Bill Data. The MIS would be furnished in a soft copy as well as hard copy. The soft copy and hard copy would be sent to an address, which would be designated by BSNL. The complete MIS may be conveyed centrally to the Nodal officer along-with remittance of Credit. PASP will also nominate one Nodal branch for co-ordination. BSNL agrees to update Customer's Account with BSNL promptly with the information of the payment made by the Customer.
- 3.3 **Periodic Reconciliation.** PASP shall send a monthly-consolidated statement to the concerned officer of the portal/CAO(CCC). This statement shall be in the format as agreed between the Parties and shall contain the details of the payments during the month. This statement shall be sent before the 4th working day of the next month. CAO (CCC) shall reconcile the statement sent by PASP with the payments received during the month, and revert to PASP in the event of any discrepancy or for any clarification.
- 3.4 **Nodal Coordination Point.** Either Party shall nominate one officer as Nodal officer for the purpose of co-ordination.
- 3.5 **Confirmation.** For all Payments received by BSNL and for which Payment Information / MIS has been received by BSNL either through mail / hard copy, confirmation of receipt shall be given by BSNL.
- 3.6 **Penalty for delay in Remittance.** In the event of PASP's failure to remit the amount to BSNL as per the terms of the agreement, PASP shall be liable to pay penal interest on outstanding amounts calculated as under :

In case the delay is limited to Seven days:

Penal interest shall be calculated on pro-rata basis for the period of delay at the rate of 1% per month and the delay will be counted from the day of collection of the amount by Bill Desk/Bank.

In case the delay exceeds Seven Days:

Penal interest shall be at the rate of 1.5 % per month (Part of the month will be treated as full month) and the delay will be counted from the day of collection of the amount by Bill Desk/Bank."

3.7 **Penalty /Interest for delayed refunds to Customer**

- (a) Based on the online confirmation received from the Partner Banks, PASP will provide real-time confirmation to the BSNL Website for all successful debits done to the Customer's card / bank account. In the event of failure at Portal/IN wing of BSNL to provide service like Recharge, C-Top up or Sale of any product (ITC etc), even though the Customer's Card /Bank Account has been

debited, BSNL will make all efforts to provide the said service within 24 hours of the receipt of such online confirmation of the successful debit from PASP.

- (b) On a T+1 basis, the Portal/IN wing of BSNL will provide PASP a final list of all successful transactions (i.e. where service has been delivered to the Customer by BSNL) of the previous calendar day (i.e. Day T). Based on this list, PASP will thereafter arrange for transfer of funds for such successful transactions to BSNL within one working day but not later than 2 working days of receipt of this file. Additionally, PASP will identify transactions for which have been successfully debited to Customer's Card /Bank account but are not present in the transaction file provided by the Portal/IN wing of BSNL. This will be done on the basis of a comparison with the time stamp of the last successful transaction contained in the file provided by the Portal/IN wing.
- (c) For all such records, PASP need not remit the amount to BSNL, but instead initiate refunds to the Customer's Card/bank account. If however the amount is remitted to BSNL, the refund approval will be given by the Central Coordination Cell of BSNL. After receipt of such approval, PASP will initiate the refund to the Customer's Bank/Card account and also simultaneously adjust such amount from that day's remittance to BSNL.
- (d) PASP should confirm initiation of refund to portal and central coordination cell on a daily basis via email to the designated email id. Portal wing will intimate the customer through email/SMS
- (e) Refund to customers for the failed transactions without remitting to BSNL should be completed by the PASP within 24 hours. In case of delay of more than 24 hours (One working day) in initiating a refund request to the Bank / Card acquiring organization, PASP will be liable for payment of interest to Customer as per the rates prescribed under clause 3.7

4 REDRESSAL OF COMPLAINTS AND HANDLING OF ERRORS

- 4.1 In the event of any Customer complaint regarding payment of bills made through the PASP Payments Services options mentioned in the Clause 2 above, BSNL may request PASP for investigation and clarification about the status of such payments in respect of such Customer(s). Upon such request, PASP shall investigate the matter and take appropriate measures as it deems fit. Any problem at PASP's end, which is found to be genuine and feasible for correction by PASP, shall be sorted by PASP within a week. In cases where a Customer furnishes adequate evidence of remittance and the payment error is because of lapse or laxity on behalf of PASP, PASP shall be liable to penalty under Clause 3.6 as well as for all consequence arising out of this laxity, which customer claims to BSNL.
- 4.2 In the event for any Customer having a complaint about non-execution of the Payment Instructions, BSNL may make a request to PASP for investigation and information to the BSNL about the status of payment in respect of that Customer and BSNL shall also provide necessary support to resolve such Customer queries within a week.
- 4.3 In the event for any Customer, who has duly registered for the Payments Services and whose registration has been accepted/confirmed by BSNL, makes a complaint about the non-receipt of an

electronic bill for viewing or the non-execution of any Standing Instruction based Payment Instruction, then PASP shall bring the matter to the notice and attention of BSNL for due rectification and redressal. BSNL shall take necessary action and where the PAY BY DATE has not already elapsed, BSNL shall promptly provide the bill data to PASP to enable due electronic presentment of the bill to the Customer and processing of his/her Payment Instructions. Where the PAY BY DATE has already elapsed BSNL may take necessary action as it deems fit to redress the Customer grievance. In any case PASP shall not be liable in any manner whatsoever to the Customer, in all such instances.

- 4.4 In case where it is verified with documentary evidences that PASP had remitted the payment in respect of a particular Customer, to the designated account of BSNL, within the time agreed as per Clause 3.1 or as mutually agreed and that BSNL had received the corresponding information from PASP as agreed, and the BSNL did not give the relevant customer credit for the said payment to that extent PASP will not be liable in any manner whatsoever in such cases. If PASP forwards any complaint of the Customer to BSNL, BSNL shall take necessary action and a copy of the same shall be sent to PASP.
- 4.5 In the event of the payment being made by the Customer through any of the Payments Service of PASP and PASP remitting the amounts to the relevant BSNL Account, but failing to provide the necessary MIS (as specified in Clause 3.2) to the concerned Accounts Officer – consequent to which the phone of the Customer is disconnected for the non-payment and the Customer approaches the court for wrong disconnection, then in such a case, the amount of fine, if any, imposed by the honorable court and other expenditure involved on legal proceedings will be recoverable from PASP.

“However in case it is clarified that payment for the Customer has been deposited into the designated BSNL's account or handed over to the designated BSNL official, as the case may be, and the MIS confirmed to have been received by BSNL as per schedule specified in Clause 3.2, then PASP shall not be held responsible for any subscriber service disconnection and shall have no liability, costs or expenditure in that regard.”

- 4.6 In respect of Customer payments made using the PASP Payments Services, from time to time, the Card Networks (viz. Visa, MasterCard etc) or Partner Bank(s) may Chargeback or reverse certain Payment Transactions as being payments that are uncollectable on account of
- a. such payments involving the alleged forgery or misuse of the Customer's Card Number, PIN, Bank Account number, Transaction amount or other details of whatsoever nature or
 - b. such charge/debit being made by PASP on other than a Valid Card or Bank account;

For all such transactions for which PASP receives a chargeback / refund request, the process followed will be as per the RBI / Visa / Master card guidelines as mentioned below:

- a) A customer can raise a Chargeback Request with his/her Card Issuing Bank for any transaction appearing on his/her card statement with an appropriate reason – such as Fraudulent Transaction, Duplicate Transaction, Service Not Rendered, Transaction Not recognized, etc.

- b) This request is then sent to PASP by the customer's Card Issuing Bank via Visa or MasterCard in the form of a 'Chargeback Request'.
- c) PASP then forwards the same request to BSNL
- d) BSNL will have to provide the transaction confirmation details to contest the chargeback – preferably in the form of a screen shot of the customer's BSNL Account Statement showing the credit passed on to the customer's BSNL Account No. / Telephone No. for the transaction in dispute.
- e) In case no revert is received from BSNL within 15 days of complaint being received from the customer by his/her Card Issuing Bank, the chargeback will be automatically processed with the PASP Account being debited by Visa / MasterCard and PASP will in turn adjust the same from the next remittance being made to BSNL.
- f) In case a suitable revert is received from BSNL, PASP will forward the same to the customers card issuing bank for onward dispatch to the customer.
- g) If the customer accepts the proof provided by BSNL, no chargeback will occur.
- h) If the customer does not accept the proof and continues to dispute the transaction, a chargeback will occur with the debit being passed on to PASP and in turn to BSNL.
- i) However, since BSNL is now covered under the Verified By Visa / MasterCard Secure provision by PASP, charge backs done due to Fraudulent or Unauthorized Transaction reasons will be borne by the Card Issuing Bank and not BSNL, subject to Visa MasterCard guidelines in this regard from time to time.

It shall be the responsibility of PASP to keep BSNL/ portal team/CAO(CCC) at Hyderabad and customers who had made such payment, informed of such Charge backs/ reversals. PASP shall provide the relevant information in the format required by BSNL to enable BSNL to pass appropriate reversal entries to the Customer / Subscriber Account.

5 FEES AND OTHER CHARGES

- 5.1 In consideration of the Payments Services provided by PASP, BSNL agrees to pay after deduction of TDS, if any, to PASP the transaction fees as stipulated in Annexure II.

6 CONFIDENTIALITY

- 6.1 Each Party shall maintain full confidentiality of the data supplied to it for accepting payments remitted under this Agreement. Under no circumstances shall it divulge / reveal / share such data for the purpose other than for accepting payments remitted by customers or in performance of its

obligations under this Agreement, unless required by Law or any Regulatory, Administrative or Judicial authority. Any violation of this confidentiality clause shall result in instant termination of the contract without prejudice to any other remedy available for the legal recourse for breach of contract or right to recovery of any dues or penalties as mentioned elsewhere in this Agreement.

7 INDEMNITY

- 7.1 The PASP agrees to protect, defend, hold BSNL harmless and indemnified against any legal, Quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity in solely on account of the transaction under this agreement. BSNL shall neither be a party nor be a witness, technical or otherwise, in case of any default, fraud, misappropriation, accounting errors or in any other cases relating to the PASP's operations. The PASP also agrees to protect, defend, hold harmless and to keep indemnified, BSNL, against any claims of customers on occurrence of any default on its part on account of its failure to remit payment or information regarding such payments to BSNL, in accordance with payment instructions to as stipulated in this agreement, (within the period specified in terms of this agreement) which has a material and substantial effect on the interest of such payers.

8 PAYMENT MECHANISM

- 8.1 BSNL acknowledges that the Payments Services provided by PASP are dependent upon the banking, online systems and other infrastructure of various PASP Partner Bank(s). PASP shall use its best endeavors to ensure that there is no breakdown/ interruption in the Payments Services provided to BSNL.
- 8.2 In the event of such interruption of the Payments PASP shall use all reasonable endeavors to restore the Payments Services and/or access to the Payment Mechanism.

9 TERM AND TERMINATION

- 9.1 This Agreement shall be for a period of three years with effect from xx.xx.2014 to xx.xx.2017. Either Party reserves a right to terminate this Agreement by giving 2 months notice in writing to the other and to the concerned users of the services, without assigning any reason thereof. During the notice period PASP will inform its Partner Banks and other Customers of the date up to which payments shall be accepted on behalf of BSNL and PASP shall not accept any payment from any customer of BSNL beyond that date. On the termination of the Agreement, the amount collected by PASP on the instruction of the customer, if any, is still outstanding with PASP shall be immediately credited in to the account of BSNL, failing which the Company shall pay to BSNL, penal interest till its realization as per Clause 3.7 above.

10 FORCE MAJEURE

- 10.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics,

quarantine restrictions, strikes, lockouts, or act of God or arising from prohibition or restriction by law or regulation issued/notified by the Government, Reserve Bank of India (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.

10.2 Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to transfer the work and the funds from the Bank to any other Bank to be appointed by BSNL, without any financial implications being imposed by the Bank on BSNL arising out of such transfer.

11 GENERAL PROVISIONS

11.1 Execution of Agreement

This Agreement is executed simultaneously in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute the same Agreement. One copy each shall be retained by PASP and BSNL respectively.

11.2 Information to Subscriber

In addition to information publicized by PASP and/or its Partner Banks regarding the Payments Services as stated above, BSNL shall also inform their customers about this arrangement and Payments Services facilities.

Each Party shall have the right, during the term of this Agreement, to include the other Party's trademarks or logos in its advertising or promotional literature, free of charge. Each Party acknowledges that any trademarks used or adopted by a Party in the conduct of its business is the sole property of the respective owners.

11.3 Severability

If any provision of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein. In addition, if any provision of this Agreement, for any reason, is declared to be invalid or unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

11.4 Variations of Agreement

Either Party may at any time, by a written communication initiate changes within the general scope of the contract in the facility. The changes shall be implemented after mutual discussions and arrangement. Any variations or amendment of the Agreement will become effective and binding upon execution by both the Parties.

11.5 Arbitration

In case of any dispute or differences, breach and violation relating to the terms of the agreement, the said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in the place of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. PASP will have No Objection in any such appointment that arbitrator so appointed is employee of BSNL., The said Arbitrator shall act under the Provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment there of or any rules made thereof.

11.6 Governing Law and Jurisdiction

The validity, construction and enforceability of this Agreement shall be governed in all respects by the Laws of India. The parties hereto agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the Courts in Delhi shall have jurisdiction to try and adjudicate such dispute to the exclusion of all other Courts.

11.7 Interpretation

In this Agreement, unless otherwise stated:

- (a) A reference to a clause or to a appendix is to a clause in, or a appendix to, this Agreement;
- (b) Words in the singular shall include the plural and vice versa;
- (c) The headings in this Agreement are for convenience only and are not intended to have any legal effect; and
- (d) Words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

11.8 Notices

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by overnight courier service, or facsimile to the addresses and numbers specified as follows or to such other addresses and numbers as may be specified in writing to the Parties in the manner provided in this clause:

<p>In the case of PASP to: (Name, Full Address, authority in charge, fax no of PASP) to be written</p>	<p>In the case of BSNL to: Bharat Sanchar Nigam Limited Corporate Office, H.C.Mathur Lane, New Delhi 110 001 Attn: Company Secretary & GM (Legal) Fax: +91 11 23353395</p>
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Notice will be deemed given:

- (b) in the case of hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving Party;
- (c) in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission. Provided that in case of the date of receipt not being a business day, notice shall be deemed to have been received on the next business day. Provided further that in case of a notice being forwarded by facsimile, a copy of the notice shall also be forwarded by hand delivery, registered mail or overnight courier services.

Either Party may change the address for notice by giving notice to the other Party as provided herein.

11.9 General:

- a. The PASP need to maintain a seamless flow of transactions and should be in a position to confirm the customer about success or failure of the transaction within duration of Max 30 seconds. In case of failure the customer will attempt another transaction.
- b. The list of Banks, or gateways to be made available at Portal web site and the customer should navigate to the respective links and the PASP page will be at back end.
- c. The technical integration should be in a perfect process where the Banks, Gateways, mode of payment, Transaction status, failure reasons, and refund period etc., are should be clearly visible to the customer and the same need to be passed on to the portal also.
- d. At any instance of time the customer must have clear information about his transaction at Portal or at his Bank or credit card gateway.
- e. The PASP is responsible for collecting the offline payments (collected through ECS, Franchisees, Retailers, IVRS etc.,) and remit the same to the CAO(ccc).
- f. PASP should encourage the Indian channels of payments like RuPay etc.
- g. PASP should provide a reporting web link to the Accounts personnel to check at any moment of time along with the transactional reports.
- h. PASP should give the mechanism to collect through NEFT / RTGS / IMPS mode of payments along with the details to analyze and report.
- i. Any payment done through PASP should have a valid time stamp in the initiation and on the final submission. At any time of transaction the period should not cross more than T+1, including the holidays. (The PASP should come up with an auto mechanism for updating the portal).

12 BANK GUARANTEE

12.1 PASP shall furnish to BSNL a performance bank guarantee worth Re One Crore for the implementation of collection of BSNL products' bills on pan India basis. The amount of PBG should be reviewed by the CAO (CCC), on fortnightly basis, for safeguard of interest of BSNL. In the event of total of highest collection of any three days in the preceding fortnight exceeding Rs One Crore, the PBG will be revised upwardly.

Nothing in the aforesaid clauses shall affect any communication given by way of the Internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

13 SHAREHOLDING PATTERN

13.1 PASP is a public/pvt limited company in which the shareholding is

Promoters-

Institutional & Other Investors-

13.2 In the event of any change in the aforesaid shareholding pattern, PASP agrees to inform BSNL of the same.

14. All other terms and conditions as contained in Bid documents N o. Tender No. 1-4/BFCI/CI-PASP/2014 dated xx.xx.xxxx will be equally applicable and binding on both parties.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seal on the day, month and year herein above written.

Signed and delivered by the within named PASP by the hand of its Authorised Signatory.

Shri

In the presence of:

Witness:

1.

2.

Signed and delivered by the within named **BHARAT SANCHAR NIGAM LIMITED** represented by

_____.

By the hands of its Authorized Signatory

Shri

In the presence of:

Witness:

1.

2.

ANNEXURE 1 - SCOPE OF THE PAYMENTS SERVICES

a) Internet Payment Service

- 1 Using this payment option, BSNL subscribers will be able to visit the designated website (of BSNL and PASP), view their telephone/ mobile bills and then make payments. Subscribers would be able to make real-time online payments using their credit card or online banking account.
- 2 Customer logs into the designated website (www.bsnl.co.in or www.PASP.com or www.visabillpay.com etc) and accesses the page to use the Payment Gateway option to purchase a pre-paid recharge (in case of mobile top-up of prepaid connection under brand name 'Excel') or update post-paid bill of mobile/land line connection. Once the customer has fulfilled the necessary requirements (in terms of bill details –telephone number, payment amount etc), he can click on “PAY BILL” and then proceed to make the payment.
- 3 The customer is then guided to the PASP interface of Online Payments where he is presented with option of making an Instant Payment using a Credit Card or a Debit Gateway service.
- 4 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/Diners Credit Card or the Debit Gateway where he needs to use acceptable net banking accounts for e.g. of HDFC Bank, IDBI Bank, UTI Bank, Kotak Bank, SBI, PNB, Union Bank etc).
- 5 If the customer chooses the Credit Card mode of payment, he will be taken to a secure Credit Card Gateway section, where he enters the required details (card number, expiry date, verification number etc)
- 6 In case the customer chooses the Debit mode of payment, he chooses his specific bank and it will open up the secure Debit Payment Gateway section of the relevant bank where he enters the requisite validation details (Net banking User ID and Password etc)
- 7 On successful validation (of the Credit Card or Net Banking details as the case may be) the Customer's account is checked for balance availability and the transaction is either successfully processed or rejected. The customer is intimated of the same instantly and an electronic acknowledgement is displayed which will display his payment confirmation number. The debit success/failure confirmation will be provided back to BSNL on a real-time basis so as to complete the transaction – release pre-paid voucher or update post-paid bill payment.
- 8 Every morning PASP will take a transaction dump from each bank / card company which will include all BSNL transaction details of the previous day till 11:30 pm.
- 9 PASP will reconcile this with the online transaction log from its payment gateway to ensure that all transactions are accurately reflected in the Payment Gateway Transaction Log. PASP will then provide BSNL a detailed MIS, which will have all the details of the successful transaction (Customer name, Tel No., Customer Account No., Payment Amount, Date of transaction, Service Charges, Service Tax, TDS and Net Amount). This MIS will be as per requirement of BSNL.
- 10 PASP will then collect funds from each bank / card company for the total amount of the previous day's transactions and deposit consolidated funds equivalent to the total net amount given in the MIS report into any designated BSNL collection account of CAO (CCC).
- 11 The above entire activity – reconciliation, MIS and funds transfer will be a daily activity with the MIS and funds transfer being done on a central or SSA-wise basis as per BSNL's requirement and the MIS format will also be as per BSNL's requirement.

- b) VIEW AND PAY BILLS THROUGH ATMs
The Subscribers can pay their telephone bill online, through the ATM card of the Partner Bank/entities of PASP at the ATM Centre of the Banks. This facility is available only to a Customers having ATM card of the bank.
- c) IVRS PAYMENTS
A subscriber may be able to make payment of Telephone/Mobile bill through IVRS (Interactive Voice Response) by dialing specific number provided by BSNL. Upon dialing the specific number the subscriber shall be prompted by IVR system to enter his telephone/mobile number along with CA number printed on the bill. The subscriber can make payment by using his Debit/Credit/Cash Card.
- d) THROUGH MOBILE BANKING
A subscriber may make payment by using various payment applications available on his mobile hand set. Subscriber may be able to make payment by scanning QR code printed on the telephone/mobile bill.
- e) THROUGH STANDING INSTRUCTION (AUTO PAY i.e. ECS/ACH)
The Subscriber who is an account holder of PASP /Partner Bank of PASP can opt to make payments by giving standing instructions to PASP / Partner Bank in a form and a manner acceptable to PASP to make payment of Telephone/Mobile bill and debit the account of the Customer. Customers can use either their credit/debit card or bank account to set up such Auto Pay Instructions.
- f) Point of Sale (POS) terminals/machines to be installed at all BSNL SSAs.
Any other electronic mode of payment from time to time in banking sector in future may also be provided by the Company on the mutually agreed terms and conditions. The relevant authority would need to be authorized by the customer on a case-to-case basis.

ANNEXURE II

The fees to be paid by BSNL to PASP shall be computed and paid as specified herein below:

Sr. No.	Name of Service	Unit of Charges	Number of Transactions Per Month	Charges per transaction (in ` / in %age)	Total Cost Per Year (D x E x 12)
A	B	C	D	E	F
1	Net Banking Based Payments	Per transaction	1847754		} Rates As decided Through Evaluation
2	Through Credit Card Based Payments	Per transaction	515118		
3	Through Debit Card Based Payments				
	I Transaction amount up to Rs. 2000/-	Per transaction	514989		
	ii Transaction amount more than Rs. 2000/-	Per transaction	16207		
4	Auto Pay/Standing Instructions based payments of BSNL processed by PASP through ECS.	Per transaction			

Terms of Payment:

- a. Service Tax at prevailing rates will be payable on the Transaction Processing Fee.
- b. The PASP need to raise his invoice for collection of bills within **15** days.
- c. All the Transaction Processing Fee will be payable within **45** days from the date of submission of monthly bill, on the basis of an invoice raised by PASP in that regard. The BSNL shall deduct Tax at source, if any, as per provisions of Income Tax Act and other statutory provisions in respect of transaction process fee payable to PASP.

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