

**Request for Proposal  
For  
Selection of Financial Institution(FI) for  
Implementation of Virtual Card and Prepaid  
Wallet in Rajkot**

TENDER No.: **RSCDL/SMART CITY/01/2022-23**

*Volume I – Instruction to Bidders*



Smart,Livable,Sustainable

*Issued by*

*Chairman & the Municipal Commissioner*

*For*

***Rajkot Smart City Development Limited (RSCDL)***

## Contents

Disclaimer.....	4
Glossary.....	5
Definitions: .....	6-8
1. Introduction .....	9
1.1 About the Rajkot Smart City Development Limited (RSCDL).....	9
1.2 Introduction to Rajkot Smart city Project .....	9
1.3 About the project.....	10
1.4 Project Beneficiaries .....	11
1.5 Overall project scope.....	11
1.6 Terms of License .....	12
1.7 Brief Description of Bidding Process .....	14
1.8 Due Diligence.....	14
1.9 Acknowledgement by Bidder .....	14
1.10 Cost of Bidding.....	15
1.11 RFP Fee.....	15
2. Fact Sheet .....	16
3. General .....	17
3.1 Proposal/ Bid validity .....	17
3.2 Number of Proposals by Bidder .....	17
3.3 Governing Law and Jurisdiction .....	17
3.4 Authority’s Right to Accept and Reject Any Proposals or All Proposals.....	17
3.5 Earnest Money Deposit (EMD)/ Bid Security.....	18
3.6 Documents and Pre Bid Conference.....	19
3.7 Preparation and submission of Proposals .....	21
3.8 Proposal Evaluation Criteria .....	25
Evaluation Process .....	
3.9 Evaluation of Price Proposal .....	29
3.10 Clarification of Bids and Request for additional/ missing information.....	31
3.11 Verification and Disqualification .....	32
3.12 Contacts during Proposal Evaluation .....	33
3.13 Correspondence with Bidder .....	33
3.14 Confidentiality .....	33
3.15 Appointment of Licensee and signing of Agreement.....	33
3.16 Fraud and Corrupt Practices.....	35
3.17 General Conditions of Contract.....	36

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

3.18 Miscellaneous .....	51
4. Payment Terms & Timelines .....	54
5. Service Level Agreement (SLA) .....	55
6. Formats for Technical proposal.....	63
Appendix 1: CONTENTS AND FORMATS FOR TECHNICAL PROPOSALS .....	63
Appendix 2: Form –1.2 Format for Power of Attorney for Signing of the Proposal .....	65
Appendix 3: Form – 1.3: Performance Statement/ Experience Statement .....	66
Appendix 4: Form – 1.4: Project execution Methodology.....	67
Appendix 6:Form –1.6: Undertaking .....	68
Appendix 7: Form –1.7: Anti Blacklisting Certificate.....	69
Appendix 8: Form –1.8: Affidavit (Non- Disclosure Agreement) .....	70
Appendix 9: Form –1.9: List of OEMs / Product offered.....	73
Appendix 10: Form –1.10: List of Subcontractors.....	74
Appendix 11: PROFORMA OF BANK GUARANTEE FOR BID SECURITY (ON BANK’S LETTERHEAD WITH ADHESIVE STAMP).....	75
Appendix 12: Performance Guarantee PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE .....	77
Appendix 13: List of Approved Banks for purpose of providing Bid Security / Performance Security .....	79
Appendix 14: AFCS Specifications with Make & Model.....	80
Appendix 16: Qualification required for the post of Project Manager.....	85
Appendix 17: Details of Resources Proposed .....	86

## Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Rajkot Smart City Limited (henceforth referred to as “**RSCDL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by RSCDL in relation to this scope. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Managing Director, RSCDL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this RFP document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RSCDL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

RSCDL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

RSCDL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. RSCDL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this RFP document does not imply that RSCDL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and RSCDL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RSCDL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RSCDL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Glossary

Terms	Meaning
<b>AFCS</b>	Automatic Fare Collection System
<b>BOM</b>	Bill Of Material
<b>BEC</b>	Bidders Evaluation Committee
<b>CCHS</b>	Central Clearing House System
<b>CCPS</b>	City Card Payment Service
<b>CEO</b>	Chief Executive Officer
<b>DD</b>	Demand Draft
<b>EMD</b>	Earnest Money Deposit
<b>POS</b>	Point of Sale System
<b>GoG</b>	Government Of Gujarat
<b>GPS</b>	Global Positioning System
<b>HOD</b>	Head Of Department
<b>ICT</b>	Information and Communication Technology
<b>IT</b>	Information Technology
<b>ITES</b>	Information Technology Enabled Services
<b>INR</b>	Indian Rupee
<b>LoI</b>	Letter of Intent
<b>NCMC</b>	National Common Mobility Card
<b>NPV</b>	Net Present Value
<b>OEM</b>	Original Equipment Manufacture
<b>PBG</b>	Performance Bank Guarantee
<b>POC</b>	Proof of Concept
<b>PQ</b>	Pre-Qualification
<b>PSU</b>	Public Sector Undertaking
<b>RFP</b>	Request for Proposal
<b>PV</b>	Present Value
<b>TAT</b>	Turn-Around-Time
<b>FI</b>	Financial Institution
<b>SLA</b>	Service Level Agreement
<b>RMC</b>	Rajkot Municipal Corporation
<b>RSCDL</b>	Rajkot Smart City Development Limited
<b>RRL</b>	Rajkot Rajpath Limited
<b>TQ</b>	Technical Qualification

## Definitions:

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **Approved Banks** shall mean any bank as listed in Appendix 13 which only are to be used for the purposes of Bank Guarantee or drawing Demand Drafts for transactions with RMC/RSCDL for the purposes of this bid and Works.
2. **“RMC”** or **“Authority”** or **“RSCDL”** means the Rajkot Municipal Corporation and the Rajkot Smart City Development Limited shall include its authorized successors and assigns at all times.
3. **“RMC Premises”** shall include BRT Bus Stations, RMTS Buses, RMTS Terminals, CityCivic Centers, RMC offices, Parking space, Pradyuman ParkZoo, Mahatma Museum, etc. where AFCS is mandatorily implemented.
4. **“Bid/Proposal”** means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Proposal and Price Proposal along with all other documents forming part and in support thereof as specified in this RFP.
5. **“Bidder”** means Shortlisted Bank or Bank led Consortium.
6. **“Bid Security”** or **“Earnest Money Deposit (EMD)”** means Security furnished by the Bidder of amount specified in clause 2.5 as part of detailed Proposal.
7. **“Bid Process”** means the process of selection of the Successful Bidder through competitive bidding and includes submission of Proposals, scrutiny and evaluation of such Bids as set forth in the RFP.
8. **“Bus Stop/Bus Station”** means a place earmarked on the route of buses where buses stop for a short duration for passengers to board or disembark from the buses.
9. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project and have agreed to terms and Conditions of Consortium Agreement as specified in this RFP for design, development, integration, implementation, operation, maintenance and management of this Project, subject to the terms of this RFP. Consortium is not permitted to participate in Bidding Process.
10. **Completion Certificate/GO Live Certificate’** means the certificate issued by the Authority upon successful installation and demonstration of all functionalities as specified in RFP Part-2 of Software and other Units specified in Request Order. The Authority shall issue Go Live Certificate separately for each Request Order.
11. **“Deadline for Submission of Bids/ Proposal”** or **“Proposal Due Date /Bid Due Date”** shall mean the last date and time for receipt of Bids as set forth in clause 1.9 Bid Summary of this RFP under the heading “Bid Summary” or such other date / time as may be decided by RMC/RSCDL in its sole discretion and notified by dissemination of requisite information.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

12. **“Solution”** or **“ Project ”** refers to the design ,development, procurement, supply,integration, implementation, operation ,maintenance and management of NCMC certified Open Loop Virtual Card and Prepaid Wallet as defined in Part 2 Scope Of Services And Technical Specifications Document and point 2 of Bid Summary section or any of its part/subpart as the context may require or admit.
13. **“Agreement”** means the legal agreement including, without limitation, any and allAnnexure thereto, which will be entered into between RMC/RSCDL and the Successful Bidder for to develop, design, engineer, procure, install and maintain this Project during the Contract Period. The Draft License Agreement is specified in Appendix-14 of this RFP. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.
14. **“Licensee”** shall mean the Successful Bidder for thisProject under this RFP with whom RMC/RSCDL shall enter into the License Agreement.
15. **“Letter of Acceptance”** or **“LOA”** means the letter issued by RMC/RSCDL to the SuccessfulBidder to undertake and execute the Project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
16. **“Lead Time”** shall mean the time specified by the Authority available for implementation oftheProject as per the provisions of License Agreement.
17. **“Performance Security”** shall mean the Bank Guarantee furnished by a successfulBidder for punctual and due performance of its duties as per terms and conditions of this RFP.
18. **“Project Site ”** shall mean the Pradhyuman Park, Ishwariya Park, Zoo, Sports Facilities, Smart Parking, City Civic Centers, etc.where the project is to be implemented as per the scope of this RFP.
19. **“Project Implementation”** means successfulinstallation of software etc. as per the Request Order and Completion Certificate/Go Live issued thereof by the Authority.
20. **“RFP”** or **“Tender“** shall mean this RFP document which comprises of the followingsections: Disclaimer, Preamble, Instructions to Bidders, Draft License Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix thereto and Scope of Services and Technical Specification specified in Part-2 Scope of Services and Technical Specification Document.
21. The terms **“Successful Bidder”**, shall mean the Bidder who is awarded the work under this RFP.
22. **Pre-qualification Evaluation Criteria** shall have a meaning specified in respective clause of the RFP.
23. **Technical Proposal Evaluation Criteria** shall have a meaning specified in respective clause of the RFP.

**RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot**

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

## 1. Introduction

Smart city Mission was launched by Government of India on 25 June, 2015. Rajkot city was selected among 100 cities to be developed as smart city in India due to various achievements, initiatives and all-inclusive approach. Accordingly, Rajkot city had submitted “Smart City Proposal” (SCP) for Rajkot City to Ministry of Urban Development, Government of India with required consent of Government of Gujarat and statutory authority of Rajkot Municipal Corporation.

The Smart City Proposal of Rajkot includes the smart city solutions which involve the use of technology, information and data to improve infrastructure and services within the city of Rajkot.

Rajkot Smart City Development Limited is in process of selecting a Financial Institution or Bank to design and assist the Client in implementing the Prepaid wallet Payment System in Rajkot city.

### 1.1 About the Rajkot Smart City Development Limited (RSCDL)

As per the Government of India, guidelines, Rajkot Municipal Corporation has formed a separate Special Purpose Vehicle (SPV) Rajkot Smart City Development Limited (RSCDL) for the implementation of SmartICT Projects under the smart city mission for the city of Rajkot. This SPV shall carry end to end responsibility for vendor selection, implementation and operationalization of various smart city projects.

### 1.2 Introduction to Rajkot Smart city Project

The smart city proposal of Rajkot includes several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements across the city and at strategic locations. The strategic focus of the city has been identified to improve mobility, improve situational awareness, enhance public safety and security, and introduce data driven decision making.

Components deployed throughout the city are envisaged to accrue the following benefits for the city of Rajkot.

- Enable real time monitoring of the various facets of management of Rajkot Smart City i.e. Security, Traffic and City Utilities, Digital Payment, etc.
- Provide capability to respond in a unified manner to situations on ground (both day to day and emergency situations) by creating a common operational picture for the relevant stakeholder
- Provide and manage touch points from all concerned stakeholders during the lifecycle of various incidents
- Define and manage the Key Performance Indicators (KPIs) for various operational aspects of the City Management
- Provide capability to conduct analysis for continuous improvement of city operations.

### 1.3 About the project

The vision of the Rajkot Smart City is “to facilitate creation of economically vibrant, inclusive, efficient and sustainable urban habitats”. Its mission is to “promote cities as engines of economic growth through improvement in the quality of urban life by facilitating creation of quality urban infrastructure, with assured service levels and efficient governance to transform Rajkot into a digitally empowered society and knowledge economy”.

Rajkot Smart City Development Limited (RSCDL) plans to implement NCMC Based Stored Value Open Loop Virtual Card, Prepaid wallet and Mobile Application with an aim to offer citizens a common platform of payment facility which would enable them to pay for any services within the city. The system is envisaged to bring about an enormous ease to citizens by way of paying electronically using a smart prepaid wallet for all perceivable services including city transport, BRTS, RMTS, municipal services, entertainment and amusement activities, parking, bill payments, utility payments etc. This System will deliver City Payment Gateway which could aid integration of people, business and government on single platform. This will compliment initiatives for smart services as part of the smart city initiative of RSCDL.

Prepaid wallet as well as virtual card enabled Mobile application would enable citizens to apply and pay for various services offered by the Rajkot Municipal Corporation (RMC) like property tax, birth/death registrations, license issuance, Sports, Gym, Swimming pool fees etc. This would facilitate anytime anywhere access of these services to the citizens. Also Mobile app and Web Portal would act as platform for various informative services.

The overarching idea of a Rajkot City Smart Payment System is to combine all modes of payments using a single payment instrument. Integrated payment schemes aim at facilitating integration of transport systems along with other services thus making payment services as easy and attractive as possible. The integration of tariffs, operators and modes is proved to have a positive impact on transport demand and other collection services. In their electronic version, integrated prepaid wallet schemes could be extended to other applications. Most experts agree that multiple services, such as for purposes of retail or leisure or e-payment, seem to have a considerable attractiveness for the public transport sector, as this means added value for the customers.

### Vision for Rajkot City Smart Payment System

RSCDL intends to implement interoperable payment ecosystem through smart fare media like prepaid wallets or mobile phones. RSCDL intends to offer integrated electronic payment services to its users by making common smart prepaid wallet based system available to them. This common smart prepaid wallet would be based on the unified payment and identification mechanism riding on the contactless prepaid wallet technology. It aims to simplify the life for all residents and visitors of the city by addressing common issues such as lack of proper change while making payments for parking, bus tickets, etc., paying for municipal services (taxes, licenses, etc.) and high queuing times at public places to access amenities.

The initiative would offer ease and benefits to users by enabling a seamless integration with existing ecosystem to cater to all the transit and other needs. Commuter can use the prepaid wallet for travelling from one place to another without getting into long queues to buy tickets through cash. The common smart prepaid wallet shall act as electronic money facilitating the travel payment and other payment needs of the users within Rajkot City. It also aids in green travel initiative by enabling lesser travel by citizens for payment services other than

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

transport services. The Project is one of the key initiatives under the Smart City Project of the Government of India under which Rajkot has been selected as a Smart City.

## 1.4 Project Beneficiaries

The beneficiaries of the project include:

1. Citizens
2. Rajkot Municipal Corporation
3. Government Departments

## 1.5 Overall project scope

Broadly, the scope to be undertaken by the agency to achieve the above objectives of Rajkot Mitra Prepaid wallet, is summarized below. The detailed scope of work is provided in volume 2 of this RFPdocument.

- a. To invest, design, develop, supply, integrate and implement NCMC based Smart virtual prepaid card and prepaid wallets and issuance of these cards after receipt of due documents and KYC from the applicant. Both Virtual Card and wallet should be used at public transport systems City Bus Service/BRTS, PBS, Parking and municipal payments, Municipal Sports Facilities, Zoo, MGM etc.
- b. Seamless integration with existing mobile application developed by one of the SI of RSCDL for utilizing the wallet for public transport related services and an integration with existing mobile application of Rajkot Municipal Corporation (RMC)
- c. All marketing and promotion related activities for virtual card and prepaid wallets shall be the responsibility of the Bank/FI. RMC shall extend all the possible support in this regard.
- d. Design and implement Wallet and Mobile application for making payment for these services through online medium.
- e. For mobile wallet the bank may utilize its existing mobile wallet system and provide integration with other more popular mobile wallets, in order to aid adoption. Unified Payment Interface (UPI) should also be supported and enabled at the UAT stage only.
- f. A Multimodal transport Fare collection System (City bus, E-Rickshaw, BRTS and PBS) has been proposed for Rajkot City. The bank/FI's scope will be to integrate its systems and operationalizing the acceptance of the prepaid wallet throughout Rajkot City and particularly for RMC/RSCDL transactions. (For AFCS validator specifications, please check Appendix 15)
- g. Creation/adoption of acceptance infrastructure for prepaid wallet which involves integration with the Automatic Fare Collection System (AFCS) / QR based validation terminals at the intended locations. This includes seamless adoption of prepaid wallet on retail payment.
- h. Design, market and deploy customized citizen loyalty program suited to the City of Rajkot with an objective to maximize the penetration and use of prepaid wallet.
- i. Provide all necessary interfaces & protocols for smooth functioning of Fare Collection for transit services including City Bus Services operated by RMTS and BRTS operated by Rajkot Rajpath Ltd. in Rajkot.
- j. Provide all the relevant documentation, training including workshops to all stakeholders.
- k. Operate and maintain the intended Wallet card system along with the virtual card payment system and ensure all statutory compliances for the project duration and hand-over the system at the end of the contractual agreement.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Prepaid wallet and virtual card (NFC enabled) shall be accepted across different services such as Transit Services, Public Services, Parking Facilities, Municipal Payments, Retail Payments, Zoo, MGM, Municipal sports facilities, community hall booking etc.

Bidder may leverage its existing infrastructure for Prepaid wallet and / or Clearance System.

Broadly the system shall comprise of following distinct application areas:

- a. NCMC certified Prepaid virtual card
- b. Prepaid Wallet
- c. Central Clearing House
- d. System should be open for integration with existing and future systems that are deployed in RMC/RSCDL through APIs and Web Services.
- e. Integration of Open Loop Virtual Card and Prepaid Wallet in the Mobile application of RMC
- f. Integration with Automatic Fare Collection System (AFCS) of transit and non-transit applications with necessary APIs for data, process and security management (AFCS has been deployed by other implementation agency of Rajkot Smart City)
- g. The bidder is expected to support the SI of AFCS and extend all the necessary support to selected implementation agency of AFCS for execution of entire project (i.e. AFCS with the implementation of Rajkot Mitra Prepaid wallet as well as virtual card).

The scope of the project is not limited to above Scope of Work mentioned. The bidder is required to do an analysis in conjunction with RSCDL to finalize which of the services currently provided shall finally be included in the scope of the project. The above given scope is tentative in nature and may change as per requirements of RSCDL. The bidder is also responsible for obtaining all relevant certifications mandated by the governing authority for such projects for example: **NCMC, ISO PCI – DSS, etc.** The bidder is also supposed to aggressively market the use of the open loop virtual card and prepaid wallet and may use its existing platforms to do so, they may also propose innovative ways to improve usage of the prepaid wallet.

## 1.6 Terms of License

- a. Licensee shall undertake project on Built, Operate, Manage and Transfer basis.
- b. Licensee shall invest in the Project Infrastructure including all required components and also undertake scope of work specified in clause herein above during the License Period. RSCDL shall not invest any amount for building the infrastructure related to this project.
- c. Licensee shall operate, maintain and manage the Project during the License Period of 7 (Seven) years commencing from the date of issuance of Project Acceptance/Go Live Certificate. In the event of earlier termination of the Contract, this period shall be ending with the date of termination of the Contract (the “License Period/Contract Period”).
- d. The Licensee is supposed to ensure that all RMC/RSCDL/RRLO or other ULB related entities and their transactions shall be completely free of any transaction charges for the citizens/customers. However, the same shall be reimbursed from RSCDL. Bidder has to quote for the same in price bid.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- e. The Licensee may consider the following revenue sources when making a bid for this project:
  - i. Interest of the float i.e. T+2 days of the transaction settlement period.
- f. It is further clarified that the project will be considered in Go-Live phase only when the Virtual Card and Prepaid Wallet is commenced in transit services of RMC.
- g. It is the Bidder/Licensee's responsibility to understand the services being offered by RMC that fall under the scope of Government related transactions and therefore they may decide to carry out a survey at the Rajkot Municipal Corporation to understand the various services offered by the Corporation to the Citizens and the revenue earned by the Corporation through all these services.
- h. Licensee shall bear defect liability for its goods and services. It shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical and Functional Requirements specified in RFP Part-2. Defect Liability Period for all the components is **7 years**.
- i. At the end of the License Period or earlier Termination of Contract due to Licensee Event of Default, the Licensee shall transfer ownership of Customized Software developed for this project except its proprietary Software to Authority at no cost to Authority.
- j. Termination Due to Authority Event of Default/Force Majeure, the Licensee shall transfer the ownership of shall transfer ownership of all database, Standard third party software Licenses, Customized Software developed for this project except its proprietary Software to Authority at depreciated value of all such Software less payments already made by the Authority. In such case Authority shall provide Performance Security to Licensee after deducting any due to Licensee.
- k. In case of Termination due to Licensee's Event of Default, the Authority shall have right;
  - i. To forfeit the Performance Security in full.
  - ii. To appoint another Licensee.
- l. Licensee shall carry out complete and detailed AS-IS survey of the payment universe within Rajkot city to design their solution, this shall be in coordination with RSCDL. The licensee is required to do an analysis to figure out which of the services shall finally be included in the scope of the project. The services mentioned as part of scope in this document is from preliminary perspective and may change based on the RSCDL's requirement. These changes would be considered acceptable only when the change request is granted by RSCDL.

## 1.7 Brief Description of Bidding Process

- a. The Authority has adopted a stage wise selection process (Collectively referred as the “**Bidding Process**”) for selection of a competent Bidder (i.e Bank) for the award of the Project. The first stage of the process involves short listing of interested Bidders based on Eligibility specified in the pre-qualification criteria in the RFP document. At the end of this process the shortlisted Bidders meeting the requirement and therefore eligible for second stage of bidding process comprising the technical qualification shall be intimated. Only those Bidders that qualify the pre-qualification, their technical bids shall be opened. Post the technical qualification, the commercial bids of qualifying bidders shall be opened.
- b. The bidder quoting the lowest transaction rate on RMC transactions shall be declared as a winning bidder. In case of a tie between the two banks, the tie breaker shall be the technical scores, whichever bidder has the highest technical scores, shall be determined as the winning bidder.
- c. The RFP comprises of detailed scope of work, Pre-qualification evaluation criteria, Technical Qualification criteria, Functional requirements and Contract conditions and all other information that would reasonably allow the short listed bidder to form a judgment on the likely costs and revenue involved in the Project.
- d. Authority invites proposals from Bidders through sealed Bids in Two Packet bid System separately for Pre-qualification + Technical Proposal and Price Proposal with evaluation as per the RFP terms through transparent and competitive bidding process. Complete Pre-qualification + Technical Proposal in prescribed form shall be submitted in Hard copies in Physical form whereas Price Proposal shall be submitted online through <http://rmc.nprocure.com> only. The Price Proposal of Bidders submitted in Hard Copy in Physical form shall be rejected as non-responsive. Complete Proposals shall be submitted on or before the time and date fixed for submission of Proposal (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- e. As a first step, evaluation of Bid Proposal on the basis of Pre-qualification criteria shall be carried out, technical evaluation of bidders that clear this stage will be carried out as specified in this RFP. Based on Technical evaluation, the price bids of the qualifying and responsive bidders shall be opened.

## 1.8 Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to the Authority, and attending the Pre Bid meeting.

## 1.9 Acknowledgement by Bidder

- a. It shall be deemed that by submitting the Bid, the Bidder has:

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- i. Made a complete and careful examination of the RFP
  - ii. Received all relevant information requested from the Authority;
  - iii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.5 above; and
  - iv. Acknowledged that it does not have a Conflict of Interest
  - v. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- b. The Authority shall not be liable for any omission, mistake or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### **1.10 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **1.11 RFP Fee**

All shortlisted Bidders need to submit RFP Fees of **Rs 23,500 (Twenty Three Thousand Rupees Only)** with the application.

## 2. Fact Sheet

S No	Information	Details
1.	Project Name/ Name of Work	<b>Selection of Financial Institution (FI) for Implementation of Rajkot MitraPrepaid wallet</b>
2.	RFP Reference No.	<b>RSCDL/SMART CITY/1/2022-23</b>
3	Website to download RFP	rmc.nprocure.com
4	Bid Fees	INR 23,500/-
5	EMD Amount	INR 25,00,000/-
<b>6</b>	Date of RFP issuance	<b>10/08/2022</b>
7	Last date and time for Online submission of Pre-Bid Queries	By email to <a href="mailto:rscdlpancity@gmail.com">rscdlpancity@gmail.com</a> or before 20/08/2022, 12:00 hrs
<b>8</b>	Pre-Bid Conference Date and Venue	<b>22/08/2022, 11:00 Hrs at Central Zone, RMC.</b>
9	Deadline for submission of proposal and EMD online	<b>31/08/2022 18:00 Hrs</b>
10	Deadline for physical submission of Technical Bid proposal <b>(in Hard Copy)</b> , Bid Fee, EMD and other documents	<b>03/09/2022 18:00 Hrs</b>
11	Verification of pre-bid documents	Will be communicated
12	Opening of Technical Bid	Will be communicated
13	Presentation on technical solution by bidders	Will be communicated
14	Opening of Commercial Bid	Will be communicated
15	Contact person and email id	Director IT, Rajkot Municipal Corporation – Central Zone office, <b>2<sup>nd</sup> Floor, IT Department,</b> <b>Dhebar Road,</b> <b>Rajkot – 360001</b> <b>Email: <a href="mailto:rscdlpancity@gmail.com">rscdlpancity@gmail.com</a></b>
16	Bid validity	180 Days

### **3. General**

#### **3.1 Proposal/ Bid validity**

- a. Proposals shall remain valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date/Bid Submission Date (the “**Proposal Validity Period**”). The Proposal of the Bidder shall be considered non responsive if such Proposal is valid for a period less the Proposal Validity Period.
- b. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 3.5 in all respects.

#### **3.2 Number of Proposals by Bidder**

No Bidder shall submit more than one Proposal pursuant to this RFP. If a Bidder submits or participates in more than one Proposal, such Proposals shall be disqualified.

#### **3.3 Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajkot shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

#### **3.4 Authority’s Right to Accept and Reject Any Proposals or All Proposals**

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process /Proposal Evaluation Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Proposal/Bid if:
  - i. at any time, a material misrepresentation is made or discovered, or
  - ii. The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
  - iii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
  - iv. Bidder submitted conditional Proposal/Bid.
- d) If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then the

Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

### 3.5 Earnest Money Deposit (EMD)/ Bid Security

- a) The bidder shall furnish as part of its Pre-Qualification proposal, a separate Bid Security (also referred to as "*Earnest Money Deposit*" (*EMD*)/ *Bid Security*") for Captioned work as part of his Proposal as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope and super scribing "Earnest Money Deposit ". An Earnest Money Deposit of **amount Rs25 lakh (Twenty Five Lakh only)** shall be provided from any of the nationalized/scheduled banks, in any one of the following forms/format.
- i. Account payee Demand Draft /Banker's Cheque, in favour of "**Rajkot Smart City Development Limited**" and payable at Rajkot.
  - ii. An irrevocable Bank Guarantee (**Appendix 12**) (the "**Bank Guarantee**"), drawn in favour of "**Rajkot Smart City Development Limited**" and Payable at Rajkot and valid for a period of 225 days (Two twenty five days) from the Proposal Due Date,inclusive of a claim period of 60 (sixty) days, in the format prescribed in the bid documents. The Bank Guarantee should be encash able at Rajkot. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time.
  - iii. Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount, form and validity period will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- b) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit so made and the same shall be interest free. The EMD shall be finished in Indian Rupees only.
- c) The Bid Security of unsuccessful Bidders will be returned by the Authority, without any Interest, a promptly as possible on acceptance of the Proposal of the Preferred Bidder or when the Authority cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favor the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- d) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.
- e) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.5 (g) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- f) The EMD/Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- i. If a Bidder submits a non-responsive Proposal;
  - ii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP;
  - iii. If a Bidder withdraws its Proposal during the Proposal Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - iv. In the case of Successful Bidder, if it fails within the specified time limit –
    - 1) to sign and return the duplicate copy of LOA
    - 2) to sign the Agreement within the time period specified by the Authority.
    - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
    - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### **3.6 Documents and Pre Bid Conference**

#### **3.6.1 Content of RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda issued in accordance with the RFP.

**RFP Part -1: Terms of Reference and Instructions to the bidder**

**RFP Part-2: Technical Specification and Scope of Work Document**

#### **3.6.2 Clarification to RFP Documents**

- Bidders requiring any clarification on the RFP may notify the Authority in writing through email at the address provided in Schedule of Bidding Process. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Schedule of Bidding Process, in order to enable Authority to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting. The Authority shall endeavor to respond to the queries at short span of time prior to Bid/Proposal Due Date. The responses to queries will be sent to shortlisted Bidders by the Authority.
- The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### 3.6.3 Pre Bid Meeting

- a. A pre-bid meeting may be held at time and an address specifies in Schedule of Bidding Process, Sectionno 2. Bidders shall bear their own cost of attending any pre-bid conference. Alternatively, the authority may decide not to hold a pre-bid meeting in which case, the respective bidders are required to send their queries through e-mail communication to the address specified in the RFP. The same will be considered and responded to as best possible by the authority, if deemed necessary. The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- b. During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c. Clarifications/responses would be shared by emailing the responses to the bidders.
- d. Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.
- e. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email in Pdf and spread sheet, to the following e-mail id on or before the date specified in the fact sheet. Email Id for submission of quergies: [rmc.smartcity@gmail.com](mailto:rmc.smartcity@gmail.com)
- f. The queries should necessarily be submitted in the Pdf and spread sheet following format:

B. Request for Clarification			
<b>Name and Address of the Organization submitting request</b>			
<b>Name and Position of Person submitting request</b>			
<b>Contact Details of the Organization / Authorized Representative</b>			
<b>Tel: Mobile: Fax:</b>			
<b>Email:</b>			
<b>Sr . No</b>	<b>RFP Document Reference (Volume, Section No., Page No.)</b>	<b>Content of the RFP requiring clarification</b>	<b>Clarification Sought</b>
<b>1</b>			

Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the: [www.rmc.nprocure.com](http://www.rmc.nprocure.com)

Bidders are requested to submit the list of queries in Excel format only.

### **3.6.4 Amendment of Bidding Documents**

- a. At any time prior to the Proposal/Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b. Any Addendum/Corrigendum issued hereunder will be in writing and shall be sent to Shortlisted Bidders.
- c. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal/Bid Due Date.

## **3.7 Preparation and submission of Proposals**

### **3.7.1 Language of Proposal**

- a. The Proposals and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by notarized translations in the English language, duly authenticated and certified by the Bidder.
- b. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- c. The Bidders shall ensure that any number mentioned in the Proposal shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

### **3.7.2 Proposal Currency**

All prices quoted in the Proposal shall be quoted in Indian National Rupee(s) (INR).

### **3.7.3 Format and Signing of Proposal**

- a. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.
- b. The Bidder shall prepare and submit one original set of the Pre-Qualification and Technical Qualification proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall also submit 1 (one) copy of the Pre-Qualification and Technical Proposal, along with Documents, marked "COPY". The EMD and Bid Fee Envelope shall be placed in Original set of Proposal. In the event of any discrepancy between the original and its copies, the original shall prevail.

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- c. The Bidder shall submit the Price Proposal online through website: <http://rmc.nprocure.com> only. The Proposals of the Bidders submitting its Price Proposal in Physical or any other form than the e-tendering shall be rejected as non-responsive proposal.
- d. The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right hand top corner.
- e. The Proposal must be properly signed by the authorized signatory (the “Authorized Signatory”) as the Bidder holding the power of Attorney. If possible such Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

### 3.7.4 Proposal Submission Format & Sealing and Marking of Proposals

Bidders are required to submit their bids in separate sealed envelopes as per instructions given below:

**Part 1:** Pre-Qualification Bid, Bid Fees, EMD and **searchable** soft copy in USB stick with complete details of Pre-Qualification documents checklist in “Envelop 1” super scribed “Pre-Qualification Bid” with Tender No, Due Date and RFP Name – “Request For Proposal (RFP) For Selection Of FI For Implementation of Rajkot Mitra Prepaid wallet”. The proposal shall also consist with all supporting documents.

**Part 2:** Technical Bid and **searchable** soft copy in USB stick with complete details as mentioned in Annexure 3 in “Envelop 2” super scribed “Technical Bid” with Tender No, Due Date and RFP Name – “Request For Proposal (RFP) For Selection Of FI For Implementation of Rajkot Mitra Prepaid wallet”. The proposal shall also consist with all supporting documents, RFP Copy, Addendum & Corrigendum, if any.

#### **Part 3: Commercial Bid:**

The commercial bid must be submitted online on (n) Procure website (<https://rmc.nprocure.com/>). It should not be sent physically, if submitted physically the bid shall be rejected. Please refer Section 8 for format and instructions.

The large envelope / outer envelope containing above envelopes must be sealed and super scribed and shall be sent as under:

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

#### Details to be mentioned exactly on sealed envelop

##### Tender Details

- **RFP No.: RSCDL/SMART CITY/01/2022-23**
- **Bid for “Request For Proposal (RFP) For Selection Of FI for implementation of Rajkot Mitra Prepaid wallet”**
- **Last date for Submission of Bid in physical: On or before 03/09/2022 up to 18:00 Hrs**

To,  
Director IT – IT Department,  
2<sup>nd</sup> Floor,  
Rajkot Municipal Corporation Central Zone,  
Dhebaroad,  
Rajkot - 360001  
  
Email: [rscdlpancity@gmail.com](mailto:rscdlpancity@gmail.com)

The documents of Pre-Qualification and Technical Proposal shall be as per the Appendix 1 of this RFP and should comprise of all documents required to be submitted as per the said Appendix 1.

- The Price Proposal shall be submitted online through website: <http://rmc.nprocure.com> only. The Proposals of the Bidders submitting its Price Proposal in Physical or any other form than the e-tendering shall be rejected as non-responsive proposal.
- The Bidders are required to submit their Proposal (i.e. Pre-qualification + Technical Proposal and Price Proposal) on or before the Proposal Due Date specified in section 2.
- The original and copy of the Pre-qualification + Technical Proposal shall also be sealed separately clearly marking the Original and Copy.
- Each of the envelopes shall be addressed to the Authority at address provided in section no 2. The Proposal shall be sent through Speed Post/Courier/Hand Delivery so as to reach prior to Proposal Due Date and time at the address provided in section no 2.
- If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### 3.7.5 Proposal Due Date

- The last date and time of submission of the Proposals (the “Proposal Due Date/*Bid Due Date*”) is specified in Schedule of Bidding Process section no 2
- Proposals should be submitted on or before Proposal Due Date at the address specified in Schedule of Bidding Process clause no 2 and in the manner and form as detailed in this RFP.
- The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders as per clause 4.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Proposal Due Date as extended. Any such change in the

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Proposal Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by sending the email of Addenda to all Shortlisted Bidders.

### **3.7.6 Late Proposals**

- a. Proposals received by the Authority after the specified time on the Proposal Due Date and time shall not be eligible for consideration and shall be summarily rejected. Such Proposals shall be returned unopened to the Bidder.
- b. Authority shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.

### **3.7.7 Modification and Withdrawal of Proposals**

- a. Bidder shall not be allowed to modify any part of its Proposal after the Proposal Due Date.
- b. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Proposal after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of Proposal Due Date for Submission of Proposals and Time.
- c. The Bidder may modify, substitute or withdraw its proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Proposal Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date and Time.
- d. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5.4 (“Sealing and Marking of Bids”), with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- e. Any alteration/modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **3.7.8 Documents Constituting Bid**

Documents Constituting Bid is specified in clause 3.6.

## 3.8 Proposal Evaluation Criteria

### 3.8.1 Pre-Qualification Criteria

The Pre-Qualification Criteria for the selection of the vendor or consortium are given below

#	Eligibility Criteria	Document Proof
1.	The bidder must be a company registered in India and must be operational for at least 5 years	Copy of 1. Certification of incorporation 2. PAN Card 3. GST registration 4. Copy of consortium agreement (if applicable)
2.	The bidder should have an annual turnover of INR 1000 Cr for each of the last 3 financial years	1. Copy of audited financial statements 2. Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years
3.	The Bidder should have capability to handle all financial transactions through either their own or third party financial switch certified for operating credit/ debit/ prepaid debit prepaid wallet acquiring and issuing in India	Copy of agreement / certificate of operating the payment switch OR Self- certification signed by at least 2 members from board of directors of the bidder.
4.	The bidder must have experience in managing issuance and operations of NCMC certified smart <b>cards</b> . At-least one project executed in the last 7 years with a minimum of 10,000 NCMC certified smart prepaid cards / wallets users in operation.	Citation + Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract)
5.	The Bidder should have Office in Rajkot or should establish Project office within 45 days of issuance of LoI in Rajkot City if not established earlier	Undertaking to open Office in Rajkot Or Copies of any two of the followings: Property Tax / Electricity / Telephone Bill/GST Registration / Lease agreement.
6.	The bidder should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India as on the bid submission date	· Undertaking by the authorized signatory of bidder (In case of Consortium to be provided by each member)

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

#	Eligibility Criteria	Document Proof
7.	The bidder must be able to maintain Capital adequacy ratio (CAR) as per RBI norms as on 31 <sup>st</sup> March 2022.	<ul style="list-style-type: none"> <li>Undertaking by the authorized signatory of bidder (In case of Consortium to be provided by each member)</li> <li>For CAR, Bidder is required to provide Certificate from the statutory auditor / CA clearly specifying the same.</li> </ul>
8.	<b>The bidder must be a scheduled bank (included in the second schedule of the Reserve Bank of India (RBI Act, 1934))</b>	<ul style="list-style-type: none"> <li>Undertaking by the authorized signatory of bidder (In case of Consortium to be provided by each member)</li> </ul>

### 3.8.2 Technical Proposal Evaluation Criteria

To be considered qualified for opening of Price Proposal, each Bidder should meet Technical Proposal Evaluation Criteria specified hereunder.

#	Technical Evaluation Criteria	Max. Marks	Document Proof
1	Experience in executing virtual card /prepaid wallet based payment solutions for city transit systems / toll systems <ul style="list-style-type: none"> <li>One project – 14marks</li> <li>Two projects – 17 marks</li> <li>Three or more projects - 20 marks</li> </ul>	20	<b>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract)</b>
2	Experience in managing issuance and operations of NCMC certified smart prepaid cards / wallet users (Physical / Virtual Card). Total Number of prepaid wallets shall be evaluated <ul style="list-style-type: none"> <li>10,000 Prepaid Card / wallet users: 14Marks</li> <li>Every additional 10,000 Prepaid wallets - 2 marks will be allocated to the bidder. Up to a maximum of 20 marks</li> </ul>	20	<b>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract)</b>
3	Experience in deployment of POS or m-POS machines <ul style="list-style-type: none"> <li>Total 5000 POS machines : 7 Marks</li> <li>Every additional 1000 POS - 1 mark upto a maximum of 10 marks</li> </ul>	10	<b>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/self-</b>

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

#	Technical Evaluation Criteria	Max. Marks	Document Proof				
			<b>certificate)</b>				
<b>4</b>	<p>Experience in developing and managing loyalty solutions with atleast 10,000 customers enrolled under the loyalty program.</p> <ul style="list-style-type: none"> <li>• Single project with 10,000 customers : 7 Marks</li> <li>• Every additional 10,000 customers - 1 mark upto a maximum of 10 marks(applies for in-house projects).</li> <li>• For outsourced loyalty projects, One Project with 10,000 customers: 5 Marks and every additional outsourced loyalty project with 10,000 customers - 1 mark up to a maximum of 10 marks.</li> </ul>	<b>10</b>	<b>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/self-certificate)</b>				
<b>5</b>	<p>Experience in handling customer grievances, providing call center support 24x7 handling a minimum call volume of 1000 calls per day</p> <ul style="list-style-type: none"> <li>• Single project with 1000 customers : 7 Marks</li> <li>• Every additional 1000 customers - 1 mark upto a maximum of 10 marks</li> </ul>	<b>10</b>	<b>Citation +Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract/self-certificate)</b>				
<b>6</b>	<p><b>Project Understanding and Approach</b>  <b>Some of the parameters to be evaluated shall include:</b></p> <table border="1" data-bbox="252 1518 954 1568"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Parameter	Marks			<b>30</b>	<b>Technical Proposal Document&amp; Presentation. The marks will be awarded by the committee during presentation.</b>
Parameter	Marks						

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

#	Technical Evaluation Criteria	Max. Marks	Document Proof
	<p>Understanding of the project and requirements of RSCDL:</p> <ul style="list-style-type: none"> <li>➤ Overall understanding of system requirements with workflow explaining how the propose solution would meet the RMC requirements.</li> <li>➤ Solution and proposed architecture for the solution including product and software selection criteria, integration mechanism and MIS.</li> <li>➤ Banking services (That is specifically the payment gateway, net banking) to be hosted on globally accepted certification for information security/SSL.</li> </ul>	5	
	Project management plan, work plan including tie-up with capable technical partner.	10	
	<p>USP of proposal in terms of followings</p> <ul style="list-style-type: none"> <li>➤ Approach in increasing penetration of this solution through loyalty program and other innovations- Marketing Plan.</li> <li>➤ Innovation in Technology, Design</li> </ul>	5	
	Project timeline	5	
	Project Risk Identification and Mitigation Strategies	5	
	<b>Total</b>	<b>30</b>	
	<p><b>Note:</b>  <b>The Bidders will be required to provide a Solution Overview through brief Write-up in written form not exceeding 5000 words.</b></p>		

**Note:**

- a) Consortium is not permitted to Participate in Bid. Sub-contracting is permitted as per the terms specified in RFP and Banks may sub-contract non-banking activities to other vendors with express permission from RSCDL. However primary responsibility for the proper functioning of the project lies with the selected Bank/FI.
- b) The Bidders are permitted to take credit from its Parent/ Subsidiary / Sister Concern for meeting the Technical Evaluation Criteria provided meeting following conditions.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- i. In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Technical proposal Evaluation Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.
- ii. The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it. Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary. Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern. If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm)
- c) The Bidders or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Technical Proposal Evaluation Criteria shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Proposal Due Date. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP Submission.
- d) The Services of any of the Bidder should not have been terminated by Authority or any other Government Authority in India or abroad, before the completion of respective Contract Period for which it has executed the Project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance shall be found by Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bidder or terminate the Contract.
- e) The Bidders will be required to provide a Solution Overview through brief Write-up / Presentation in written form not exceeding broadly 5000 words. This shall be considered under the TQ-6 for marking. Apart from this a detailed presentation of the solution and possible demonstration needs to be provided by the bidder to RSCDL at a pre-appointed date.
- f) The above is required to ensure that a workable solution is proposed. RSCDL reserves the right to call the bidder for any clarifications/discussions regarding the solution and suggest binding changes in the solution if it feels such solution deviates majorly from its needs and purposes.
- g) The bidder need to score minimum 70 marks to qualify for the commercial evaluation.

## 3.9 Evaluation Process

### 3.9.1 Stage 1: Pre-Qualification

- a) Authority shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b) If the contents of the Set 1 are as per requirements, Authority shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in the RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- c) Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- d) Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage, after PBG is submitted by successful bidder.

### 3.9.2 Stage 2: Technical Evaluation

- a) Set 2 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- b) Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c) The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in the RFP.
- d) Bidders may be asked to give demonstration of the envisaged solution to Authority as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e) Bidders should submit detailed write up on – “Project Understanding and Approach” which should not be more than 5000 words. This shall be considered for evaluation under TQ\_6
- f) Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get Technical Score of more than or equal to 70% in Technical Evaluation will qualify for Commercial Evaluation stage.

### **3.9.3 Stage 3: Commercial Evaluation**

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c) Commercial bids that are not as per the format provided in the RFP shall be liable for rejection.
- d) The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- e) The winning bidder shall be considered based on the transaction rate proposed by them for the RMC transactions. Bidders quoting the lowest transaction rate on RMC transactions / services shall be considered as a winning bidder. Bidders shall have to quote transaction rate upto 3 decimals. If there is a tie between two bidders, the bidder getting the highest technical marks shall be declared as a winning bidder.
- f) The Authority reserves the right to reject any Proposal which is considered to be non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal.
- g) Evaluation of Technical Proposal Criteria of only those Bidders shall be carried out whose Bids/proposals determined to be responsive.

### **3.9.4 Evaluation of Price Proposal**

- a) No additional cost in any form will be entertained by RSCDL during the contract period. For determination of the winning bidder, RSCDL will not consider capital expenditure, operational expenditure quoted by the bidder. This shall be used only as reference for project cost estimation.
- b) The bidder achieving the lowest transaction rate offered on RMC Transactions (L1) shall be invited for negotiations for awarding the contract.
- c) The bidder is not allowed to make any changes to the submitted financial bid post submission. Any such change might be considered grounds for disqualification.

### **3.10 Clarification of Bids and Request for additional/ missing information**

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications/documents/missing information in writing from any Bidder regarding its Proposal. The request for clarification or submission of information and the response shall be in writing. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

### 3.11 Verification and Disqualification

- I. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- II. The Authority reserves the right to reject any Proposal and appropriate the EMD if:
  - i. at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
  - ii. Bidder or its parents/subsidiary/sister concerned from whom it is taking credit for meeting Qualification Criteria is blacklisted/barred by any Government Agency in India or abroad.
  - iii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
  - iv. In case of fraudulent Bid/proposal and involved in fraudulent and corrupt practice as per RFP.
  - v. A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
  - vi. while evaluating the Proposal, if it comes To Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal .
  - vii. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
  - viii. A bidder who submits or participates in more than one Bid/ Proposal under this RFP
- III. Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids/Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:
  - a. invite any of the remaining Bidders to execute the project or
  - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process / seizing of the EMD of the disqualified bidder, debarment of the disqualified bidder, etc.
  - c. The bidder may be debarred from any further participation in future tenders from RMC/RSCDL for a period of 5 years, starting date of debarment.
- IV. In case it is found during the evaluation of Proposals or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Licensee , as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Licensee. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may

be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

### 3.12 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

### 3.13 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid/Proposal.

### 3.14 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### 3.15 Appointment of Licensee and signing of Agreement

#### 3.15.1 Selection of Bidder

Subject to the provisions of clauses mentioned in the RFP, the Bidder with lowest transaction fees quoted as percentage expected for RMC's transit services and RMC's online services, shall be considered as the "Preferred Bidder" (the "Preferred Bidder") for award of work after following due process including negotiation.

#### 3.15.2 Notification of Award

- a) Prior to expiry of the Proposal Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidder through letter that his/their Bid has/have been accepted (the "**Successful Bidder(s)**"). This letter ("**Letter of Award**" / "**LOA**") shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of the Project scope as per the terms of Contract.
- b) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next

Technically Qualified Bidders having determined Second Lowest may be considered at sole discretion of Authority.

### 3.15.3 Signing of License Agreement

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per clause 8.4 to execute/sign the License Agreement within the 30 (thirty) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft License Agreement.
- b) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Rajkot in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

### 3.15.4 Performance Security

- a) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the License Agreement, on or before the date of signing of Agreement (the “**Execution Date**”), an unconditional and irrevocable bank guarantee for amount of 2 Crores in favor of the “**RajkotSmart City Development Limited**”, from any of Approved Banks to Authority as per format provided in respect thereof in Appendix 12 (“**Performance Security**”).
- b) The Licensee (*after the signing of Agreement the Successful Bidder shall be termed as the “**Licensee**”*) shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period (“**Validity Period**”).<sup>1</sup>.
- c) If the Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- d) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - i) in the event the Authority requires to recover any sum due and payable to it by the Licensee including but not limited to Damages; and which the Licensee has failed to pay in relation thereof; and
  - ii) In relation to Licensee’s Event of Default in accordance with the terms contained in the Agreement.
- e) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provision of the License Agreement. The Licensee shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- f) At the end of the License Period, the Performance Security shall be returned to the Licensee without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the License Agreement.

### **3.15.5 Annulment of Award**

Failure of the Successful Bidder to submission of Performance Security and signing of Agreement as per RFP terms and any other requirements and /or the provisions of RFP and the License Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **3.15.6 Tax Liability**

- a) The rates quoted in Price Proposal Appendix-14 shall be exclusive of GST but inclusive of any other directly or indirectly applicable taxes. GST as applicable shall be payable by the Authority to the Licensee based on invoice raised and on submitting the evidence of payment of such GST. Any deviations due to change in the rate of directly applicable taxes and duties except GST would be Liability of the Licensee
- b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

## **3.16 Fraud and Corrupt Practices**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of the Authority under sub Clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Licensee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Licensee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### 3.17 General Conditions of Contract

#### 3.17.1 Ownership of the Project and Intellectual Property Rights

- a. The ownership of all equipment (if any), Goods (if any) and all Software installed and commissioned and forming part of the Project shall remain vested with the Authority during the License Period.
- b. At the end of the License Period or early Termination due to Licensee/Authority Event of Default, the ownership of all customized software, standard software licenses, Third party software licenses forming part of the Project, software except proprietary software shall be transferred to the Authority.
- c. In cases where the customized software is developed and installed exclusively for the Authority, the ownership of all such software shall be transferred to Authority at the

- end of the License Period or early Termination due to Licensee/Authority Event of Default and source code if any shall be deposited by Licensee to Authority.
- d. The Software Licenses of all third party software shall be transferred to the Authority the end of the License Period or early Termination due to Licensee/Authority Event of Default.
  - e. Authority shall remain sole owner of the Database designed, developed and maintained by Licensee all times during the License period. Authority shall own any and all data created out of the Project at all the times, i.e. both during and after the expiry / termination of the Licensee Agreement. Licensee shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
  - f. Licensee shall exercise all due caution to protect and maintain the data created out of the Project.
  - g. Licensee shall not share, sell or in any manner use the data created by Licensee out of this Project otherwise than in accordance with the terms of the Licensee Agreement.

### **Intellectual Property Rights**

- a. The Intellectual Property Rights in all Standard and Proprietary Software shall remain vested in the owner of such rights. The Authority shall have rights to use the same during the License Period exclusively for purposes of effective implementation, operation and maintenance of the Project. Authority shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Licensee provided such assignment is required for performance of the Project.
- b. The Intellectual Property Rights of customized software which is developed and installed exclusively for the Authority shall remain with the Licensee during the License Period and shall be transferred to Authority at the end of the License Period or early Termination due to Licensee/Authority Event of Default as the case may be. The Licensee shall handover the source code for all customized software correspond 100% to the operational module to the Authority and shall be verified and certified by an independent agency as identified by the Authority. The Licensee shall have the right to possess and use the same during the License Period exclusively for purposes of effective implementation, operation and maintenance of the Project and shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Authority.
- c. After the expiry of the Contract in natural course or early termination of the License Agreement due to Licensee/Authority Event of Default, the Licensee shall have no right, title or interest in or to any work including without limitation the designs, software, programs, modifications or derivative works developed and customized for the Authority by Licensee for the Project for any purpose whatsoever.
- d. The Software License for the Licensee's Proprietary Software shall end after the expiry of the Contract or early termination of the Licensee Agreement. The Software Licenses for Standard Software procured from third party (Operating system, Database, Storage and any other Standard Software) shall not end prior to License Period.
- e. In case where pre-existing software are customized/modified for Authority use by the Licensee, the IPR for the same shall rest with the Licensee only. In such cases Licensee agrees to provide Authority the rights to use this product even beyond the Licensee Agreement at terms no costlier than those at which such products are available to similar customers in the market. Authority may demand evidence of pre-existence of any such product.
- f. For purposes of this Agreement and the Licensee Agreement the terms "software", and "software programs/ Software License" shall include without limitation the source

code, object code, any and all related design concepts and ideas, specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Authority by the Licensee in relation to the Project pursuant to the Licensee Agreement. The terms “firmware” shall include without limitation the designs, drawings, specifications, custom designed electronic devices, documentation, technical information and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Authority by Licensee in relation to the Project pursuant to the Licensee Agreement.

- g. Authority may in its sole discretion allow the marketing of any and all product(s) developed specifically for the Authority in relation to the Project by Licensee to a third party. Provided however that such marketing shall be done only after prior consultation with Authority in which event the parties shall arrive at an understanding which shall be set forth in writing in a Memorandum of Understanding (“MOU”) between the Authority and the Licensee before taking up such activity. The MOU shall clearly state the terms of / for such marketing activity, the responsibilities of Licensee and Authority respectively as well as financial implications thereof.

### **3.17.2 Confidentiality**

#### **Confidential Information**

- a. The "Receiving Party" (either the Authority or the Licensee) shall keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”) connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract. Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of Authority relating to the Project or services provided under the Licensee Agreement in relation thereto and information relating to Authority’s business or operations.
- b. Disclosing Parties shall not without Receiving Parties’ prior written consent use, copy or remove any Confidential Information, except to the extent necessary to carry out Disclosing Parties obligations hereunder. Upon expiry or termination of the Licensee Agreement, Parties shall return materials containing Receiving Parties Confidential Information.

#### **Confidential Exceptions**

The Obligations of Parties pursuant to clause above, however shall not apply to the information which;

- a. now or hereafter enters the public domain through no fault of the Receiving Party;
- b. can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- c. Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

### **3.17.3 Representations and Warranties**

#### **Representations and Warranties of Licensee**

Licensee hereby represents and warrants that (the “Representation and Warranties of Licensee”):

- a. the Project as well products and services implemented under this Project shall be:
  - i. Compliant with the Technical Specifications and functionalities set forth in RFP Vol 2.
  - ii. fit and sufficient for the purpose(s) for which they are designed, developed, installed and implemented.
  - iii. be largely free from defects in design, material and workmanship, manufacturing defect, whether latent or otherwise.
  - iv. neither the Project including its components nor any use thereof by the Authority will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.
- b. Licensee hereby further represents and warrants that any services provided hereunder shall be performed in a competent manner and be for any purpose for which Licensee knows or has reason to know the Authority intends to use such service.
- c. Licensee hereby agrees that the above stated Representations and Warranties
  - i. shall survive the inspection, acceptance and use of the Project by the Authority;
  - ii. are for the benefit of Authority and general Public; and
  - iii. are in addition to any warranties and remedies to which Authority may otherwise agree or which are provided by law.
- d. it is duly organized, validly existing and in good standing under the laws of India or foreign nation;
- e. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- f. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of the its scope and obligations;
- g. it has the financial standing and technical capacity to undertake the Project;
- h. the Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- i. it is subject to civil and commercial laws of India with respect to the RFP and Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- j. the execution, delivery and performance of the this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee’s Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- k. there are no actions, suits, proceedings, or investigations pending or, to the Licensee’s knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Licensee under the Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- l. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- Agency which may result in any material adverse effect or impairment of the Licensee's ability to perform its obligations and duties under the RFP and Licensee Agreement;
- m. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
  - n. no representation or warranty by the Licensee contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
  - o. no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for securing the Contract or entering into of the Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

### **Representations and Warranties of Authority**

Authority hereby represents and warrants that (the "Representation and Warranties of Authority"):

- a. Authority has full power and authority to grant the RFP and enter into Agreement with Licensee.
- b. Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c. The Licensee Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

### **3.17.4 Event of Default**

#### **License Event of Default**

Following events shall constitute an Event of Default by Licensee (the "Licensee's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- a. If Licensee fails to supply, install and commission the Project or items specified in Request Order within the Lead Time specified in Request Order any repeated extension granted thereof, without any valid response or any reasons attributed to breach on part of Authority.
- b. If Licensee fails to meet the conditions specified in Condition Precedents;
- c. If Licensee fails to furnish Performance Security to the Authority as per the terms of the agreement.
- d. If Licensee fails to share Interfacing Protocols, program protocols, APIs of Prepaid wallet
- b. Host System and smart prepaid wallets etc.
- c. If Licensee fails to carry out security audit of the Project as per the provisions of contract.
- d. If Licensee fails to explain the reconciliation of accounts without any valid reason.
- e. If Licensee repeatedly fails to settle the account in T+2 day as per the scope.
- f. Any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading;
- g. The changes/appointment of outsourcing partners/ sub-contractor without prior approval of the Authority.

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- h. In the event of repetitive occurrence of offences with respect to breach of any of the Service Levels and Maintenance Terms and its obligations specified in this Agreement and which has Material Adverse Effect on Authority or the Project
- i. In case of pre-decided Liquidated Damages or Damages due to breach in Service Levels together exceeds the limit twice the value of Performance Security.
- j. If Licensee fails to submit documentation and manuals and system protocols, API, interfaces as specified in RFP.
- k. Licensee suspends or abandons the operations and/ or implementation of the Project without the prior consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or (iii) suspension on account of failure of component and systems provided by other suppliers.
- l. Licensee repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- m. Licensee does not abide by the terms of this Agreement.
- n. If Licensee fails to protect the security of the systems/Project and database.
- o. If Licensee or any of its staff member are found to be involved in fraudulent and corrupt practices specified in the RFP.
- p. If Licensee fails to make any payments/damages/penalties due to Authority within the period specified in Licensee Agreement or extended period as mutually agreed by the Parties without any valid reason.
- q. If Licensee could not implement the changes in business rules as per directives of Authority.
- r. Licensee is in Material Breach of this Agreement or by its own created circumstances that have Material Adverse Effect on the performance of Authority's obligation with respect to the Project and has failed to cure same within 60 days of notice thereof by the Authority.
- s. If Licensee fails to perform its scope, responsibilities and obligations specified in this Agreement repetitively and such breaches not cured/rectified in Remedial Period granted by the Authority.

### **Authority Event of Default**

Following events shall constitute an Event of Default by Authority (the "Authority Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- a. If Authority fails to provide Project Site/ Premises for implementation of the Project for a considerably longer period of time.
- b. The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- c. Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Licensee and has failed to cure the same within 60 days of notice thereof by the Licensee.
- d. Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.
- e. If Authority fails to perform repetitively any other responsibilities and obligation(s) specified in this Agreement.

### **Termination due to Event of Default**

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- a. Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Licensee Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Licensee; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Licensee of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Licensee to remedy the default (“Remedial Period/Cure Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority within the Remedial Period, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 15 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- b. In the event of termination due to Licensee Event of Default, Authority shall have the right to;
  - i. Invoke/encash and retain the Performance Guarantee amount in full.
  - ii. Take possession of the entirety of the infrastructure of the Project including all project site, software forming part of the Project including all Customized Software, Standard Software and all third party software licenses procured except the proprietary software at no cost to Authority.
  - iii. Authority shall have rights to appoint another Licensee and transfer the entire infrastructure except proprietary items or part of the infrastructure to any replacement Licensee selected by the Authority in its sole discretion.
  - iv. Prepaid wallet system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount
  - v. Licensee shall deposit the cash collected at all service delivery points and amount of transaction settled to RMC.
  - vi. Licensee shall handover the Project Site to Authority
  - vii. Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination
- c. Without prejudice to any other right or remedies which the Licensee may have under this Contract, upon occurrence of Authority Event of Default, the Licensee shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default (“Remedial Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Licensee, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Licensee issue Termination Notice providing 15 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- d. In the event of termination due to Authority Event of Default,
  - i. Authority shall return the Performance Security to the Licensee in full after deduction of any due payable by the Licensee under this Agreement.
  - ii. The Licensee shall take back all proprietary Software forming part of the Project.
  - iii. Authority shall take possession of the entirety of the infrastructure of the Project including all project site, software forming part of the Project including all Customized Software, Standard Software and all third party software licenses

- procured except the proprietary software. Licensee shall get depreciated value of Software (except proprietary items) less payments already made.
- iv. Prepaid wallet system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount.
  - v. Licensee shall deposit the cash collected at all service delivery points and amount of transaction settled to RMC.
  - vi. Licensee shall handover the Project Site to Authority.
  - vii. Authority shall have rights to appoint another Licensee and transfer the entire infrastructure or part of the infrastructure to any replacement Licensee selected by the Authority in its sole discretion. Authority also reserves the right to appoint other member associated with the Bank, for implementation, O&M through separate agreement at negotiated terms.

### **3.17.5 Termination of Insolvency, Dissolution etc.**

Authority may at any time terminate the Agreement by giving written notice to Licensee without any compensation to Licensee, if Licensee becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority.

### **3.17.6 Force Majeure**

#### **Force Majeure Events**

Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement (“Affected Party”), which act or event satisfies all the following conditions:

- a. Are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- b. the Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care;
- c. does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- d. any consequences of which, prevent, hinder or delay in whole or in part the performance by such Party of its obligations under this Agreement.

#### **Classification of Force Majeure**

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.

- a. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continuous period of 15 (Fifteen) days in an accounting year.
- b. The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Licensee or any affiliate of the Licensee or any Contractor or any such affiliate or any of their respective employees, servants or agents;

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- c. strikes, go-slows and/or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Licensee, Contractors or their respective employees / representatives or attributable to any act or omission of any of them.
- b. Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- c. Epidemic or plague within India;
- d. Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Project Site.
- e. any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Licensee in any proceedings for reasons other than failure of the Licensee to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Licensee Agreement or exercise of any of its rights under of Licensee Agreement by the Authority;
- f. Any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.
- g. Change in Law, only when provisions pertaining to the Clause on Change in Law cannot be applied; expropriation or compulsory acquisition by any Government Agency of Project site or rights of Licensee.
- h. Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Licensee.
- i. Any event or circumstances of a nature analogous to any events set forth above within India.

### **Procedure in case of Force Majeure Event**

- a. If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
  - i. the Force Majeure Event(s) that has occurred;
  - ii. The date of commencement, nature and estimated duration of such event of Force Majeure Event and
  - iii. The manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
  - iv. The measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event
  - v. any other relevant information.
- b. Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.
- c. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

### **Excuse from performance of obligations by Party affected by Force Majeure**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:

- a. the Suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event [and to cure the same with due diligence.
- c. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
  - i. Where the Affected Party is the Licensee and the Force Majeure Event has reduced the Licensee incapable /unable to perform the Scope of work, then in such an event the Payment for Services shall stand suspended until such time as the Licensee resumes activities in terms of the Licensee Agreement.
  - ii. Authority shall not forfeit Licensee's Performance Security or charge liquidated damages or terminate the Licensee Agreement for default, if and to the extent that delay in performance or failure to perform Licensee's obligations under the Licensee Agreement is the result of an event of Force Majeure.
  - iii. The Authority shall extend the License Period equivalent to the time Period for which Force Majeure subsists.

### **Termination in case of Force Majeure Event**

If Force Majeure event continues for more than 180 (one hundred and eighty) days then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date of which Termination shall become effective will be called the "Termination Date".

### **Termination Payment in case of Force Majeure Event**

In the event of Termination due to force Majeure;

- a. Authority shall return the Performance Security to the Licensee in full after deduction of any due payable by the Licensee under this Agreement.
- b. The Licensee shall take back all proprietary Software forming part of the Project.
- c. Authority shall take possession of the entirety of the infrastructure of the Project including all project site, software forming part of the Project including all Customized Software, Standard Software and all third party software licenses procured except the proprietary software. Licensee shall get depreciated value of Software (except proprietary items) less payments already made.
- d. Licensee shall handover the Project Site to Authority.
- e. Prepaid wallet system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount.
- f. Licensee shall deposit the cash collected at all service delivery points and the amount of transaction settled to RMC.
- g. Authority shall have rights to appoint another Licensee and transfer the entire infrastructure or part of the infrastructure to any replacement Licensee selected by the Authority in its sole discretion. Authority also reserves the right to appoint other member associated with the Bank, for implementation, O&M through separate agreement at negotiated terms.

### **Allocation of Cost in case of Force Majeure Event not leading to Termination**

Upon occurrence of a Force Majeure Event and both the Parties shall be agreed to not to Terminate the Agreement, then both the parties shall bear their respective cost arising out of such event. The amount of Insurance Proceeds if any shall be applied toward project.

### **3.17.7 Dispute Resolution**

#### **Amicable Solution**

- a. Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Licensee Agreement including incompleteness of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Authority and Licensee in accordance with the procedure set forth in sub-article (b) below.
- b. Either Party may require the Dispute to be referred to the MD/Chief Executive Officer, Rajkot Smart City Limited and the Chairman of the Board of Directors of the Licensee, for the time being for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to Arbitration in accordance with the provisions of Article on Arbitration below.

#### **Arbitration**

- a. **Arbitrators**  
Any Dispute which is not resolved amicably as provided in Clause 5.41.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Board of Arbitration. This Board shall be constituted prior to commencement of Arbitrators and shall comprise two arbitrators and an umpire. Licensee and Authority shall appoint each an arbitrator and an umpire to be appointed by the two arbitrators appointed by the Parties. A Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator, if the other Party fails to appoint its arbitrator, the Party appointing arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996.
- b. **Place of Arbitration**  
The place of arbitration shall be Rajkot.
- c. **English Language**  
The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- d. **Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

e. Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Rajkot only.

f. Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party

g. Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### **Severability and Waiver**

- a. If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.
- b. In the event of failure or breach of any sub-contractor or vendor of the Licensee in performance of its tasks and functions, the Authority shall have the right to have the services of such sub-contractor or vendor terminated and the Licensee shall forthwith and at no extra cost to the Authority, replace such sub-contractor or vendor or may even undertake to execute the task by itself.
- c. In the event of failure or breach of any member of a Consortium in performance of its role as proposed during the bidding and as subsequently brought out in the Consortium Agreement, the Authority shall have the right to have the services of such member terminated. Such terminated member of the Licensee Consortium continue to perform all tasks assigned to it to the best of its ability until a replacement is found

either through the efforts of the remaining consortium member or through the efforts of the Authority through due process.

- d. In the event of dispute between the Consortium members with regard to payments, the Authority retains the right to make payment to individual consortium members as per their roles and responsibilities specified in Consortium Agreement.

### **3.17.8 Indemnity**

- a. The Authority shall, during the term of this Agreement, indemnify and hold the Licensee harmless from any loss, claim or damage, third party suit, proceedings, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party if the same is based on any Authority materials provided to Licensee by or on behalf of Authority or the access and use by Licensee of any Authority provided software or materials in connection with Licensee's performance of Services hereunder without breaching the terms of this Agreement.
- b. The Licensee shall defend, indemnify and hold harmless Authority from and against any third party suit, proceeding, judgment, costs and expenses to the extent such action or claim is based on allegation that the services or deliverables as provided to Authority by Licensee and the use thereof by Authority as stated in the Agreement constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party. Notwithstanding the foregoing, the Licensee shall have no obligations with respect to any such Infringement Claims if the same arises or results from:
  - i. Licensee's compliance with Authority's specific technical designs or instructions.
  - ii. Inclusion in a deliverable of any content or other materials provided by Authority and the said infringement relates to or arises from such Authority materials;
  - iii. Modification of a Deliverable after delivery by the Licensee to Authority if such modification was not made by or on behalf of Licensee; or
  - iv. Operation or use of some or all of the Deliverable by Authority in combination with products, information, specification, instructions, data, materials not provided by Licensee;
- c. Each party (in the capacity as Indemnifying Party) will defend, indemnify and hold the other party, from and against any third-party claim, demand, suit, proceeding, cost and expenses therewith to the extent such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the act or omission of the Indemnifying Party or its agents and representatives, in the performance of this Agreement, unless caused by the gross negligence or willful misconduct of the other party/it's personnel.

### **3.17.9 Assignment**

Licensee shall not assign, in whole or in part, any right or delegate any duty under the licensee Agreement to any third party, except with Authority's prior written consent in this behalf. Neither party shall assign or transfer all or any of its obligations under this arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

### **3.17.10 Limitation of Liability**

The aggregate liability of the either Party, whether under the Contract, in tort or otherwise, shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the Licensee to indemnify the Authority with respect to intellectual property rights infringement claims.

### **3.17.11 Project Handover**

#### **Handing Over of Project**

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure, the Licensee shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the Project Site, if any provided to the Licensee under administration or otherwise besides any other assets including all Customized Software, Standard Software , database and all third party software licenses procured during the subsistence of this Agreement at no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall pay depreciated value of Software less payment made. The Licensee shall also provide all the support during the transition period of 6 months during which the users shall use unused float amount on prepaid wallet. Licensee shall deposit the cash collected at all service delivery points and the amount of transaction settled to RMC.

#### **Inspection and Removal of Bugs and Deficiency**

- a. The handing over process shall be initiated at least 6 months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Licensee.
- b. The joint inspection shall be initiated by way of test run of this Project.
- c. The objective of this stage will be to conduct full tests of the functionality of each piece of Software of this Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority. This Test run shall not be performed on Licensee's proprietary software.
- d. Testing procedure for the inspection of functionality of this Project shall be mutually decided by Authority and Licensee before the handover process.
- e. Upon completion of Test of this Project, the Licensee shall submit a comprehensive Test result report to Authority for approval of results. The Test result report shall contain description on testing procedures followed, data used in the tests, output obtain from the tests, failure or modification required to equipment or Systems, declaration asserting compliance with the targets established for that stage, and enumerating each of the tests performed, the dates on which they were performed.
- f. The Licensee shall be entitled to remove promptly, any bugs or defects observed during the Tests in the project. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.
- g. In case the Licensee fails to carry out the above works, within the stipulated time period, the Authority shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Licensee. This stipulated time period shall be mutually decided by Authority and the Licensee. Any cost incurred by Authority in this regard shall be reimbursed by the Licensee to Authority within mutually agreed days of

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

receipt of demand. For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Guarantee and / or to set off any amounts due, if any and payable by Authority to the Licensee to the extent required/ available and to recover deficit amount, if any, from the Licensee.

### **3.17.12 Recovery of Balance due of Authority from Licensee**

The dues payable to Authority by the Licensee on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

#### **Post Termination Support**

- a. In case Authority Intends to proceed for Termination on account of Licensee Event of Default and /or unresolved disputes between the Consortium Members of the Licensee, or due to Authority Event of Default or Force Majeure then the Licensee shall be severally liable for operation, maintenance and management of this project at Agreed payment terms specified in this Agreement till Authority appoints and handover the Project to new Licensee/Vendor.
- b. Licensee shall provide support in terms of smooth handing over of database.
- c. Prepaid wallet system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount.
- d. Licensee shall deposit the cash collected at all service delivery points and amount of transaction settled to RMC.
- e. Licensee shall handover the Project Site to Authority.

#### **Change Request and Contract Amendments**

- a. Authority may at any time order the Licensee to make changes within the general scope of the Contract as per following terms.
  - i. If any such change is beyond the limit of Quantity Variation specified in this Agreement and causes an increase or decrease in the cost of, or the time required for the Licensee's performance of any provisions under the Contract, an equitable adjustment shall be made in the Commercial terms or in the Lead Time, or both, and the Contract shall accordingly be amended on mutually agreed terms. Provided such terms shall not exceed the prevailing rates charged to other parties by the Licensee and prevailing market rates for similar services.
  - ii. Any claims by the Licensee for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Licensee's receipt of Authority's change order.
- b. Any changes having major technical or commercial implications will have to be mutually agreed upon in advance, prior to making the change. For avoidance of doubt , the parties expressly agree that:
  - i. Change Request having major technical and commercial implications shall not be effective and binding unless agreed in writing and signed by both Authority and Licensee.
  - ii. The charges of such changes shall be agreed in advance agreed under a Change Request shall not exceed the prevailing rates charged to other parties by the Licensee and prevailing market rates for similar services.
  - iii. The Lead Time shall be adjusted for implementing the change Request.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

IN WITNESS WHEREOF the parties mentioned hereinbefore cause this agreement to be signed and hereunto set their respective hands and seals through their authorized representatives on the day, month and year first above written at Rajkot.

In presence of:

1. Witness \_\_\_\_\_

For and on behalf of (< Name >) Designation of Authorized Representative Rajkot Smart City Limited

Selection of Agency for implementation and operations of Digital Payment System (NCMC certified Open Loop Virtual Card & Prepaid Wallet) in Rajkot

Name \_\_\_\_\_

2. Witness \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_ (< Name >) Designation of Authorized Representative

Rajkot Smart City Limited

1. Witness \_\_\_\_\_

Name \_\_\_\_\_

2. Witness \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of

Successful Bidder

\_\_\_\_\_

(< Name >)

Designation of Authorized Representative

Sealed with the Common Seal of the Rajkot Smart City Limited in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Authorized Persons of RSCDL

### **3.18 Miscellaneous**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajkot shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- e. It shall be deemed that by submitting the Proposal , the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- f. Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- g. The Licensee shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.
- A. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajkot shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- B. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Bidder in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- C. It shall be deemed that by submitting the Proposal , the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- D. Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- E. The Licensee shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

## 4. Payment Terms & Timelines

### Timelines:

**T = Date of issuance of the work-order**

Sr. No	Event	Timeline
1.	Project Initiation & Team Mobilization	T+1 week
2.	Requirements Analysis, Design & Project plan submission	T+3 weeks
3.	Necessary certification (NCMC, EMV, PCI-DSS, etc)	T+2 months
4.	Necessary development and integration with existing Mobile Application of RMC	T+3 months
5.	Testing & UAT	T+4 months
6.	Completion of Implementation phase and Go-live of the project	T+5 months
7.	Operations, Maintenance & Warranty support	Go-Live + 7 years

- The above mentioned timelines are to be adhered to, however, the chosen Bank/FI may request RSCDL to mutually decide on the final project timeline post on-boarding.

**Payment Terms:**

- Project shall be considered as Gone live for claim of transaction charges as per the above defined timelines and once the systems are implemented, satisfactorily functional and then actual transaction charges based on defined services can be claimed.
- Transaction charges quoted by the Bank/FI shall be payable every month of production of requisite transaction data. However final decision on this shall be taken after the Bank/FI is on-boarded.
- However, the maximum transaction charge to be reimbursed to the bidder by RMC/RSCDL is capped at INR 50 per transaction and no more than that for one single RMC/RSCDL/RRL related transaction.

## 5. Service Level Agreement (SLA)

The Service Level Agreements (SLAs) covered will be calculated on 24 hours a day 7 days a week basis. All calls are to be closed within specified Service Level Agreement (SLA), irrespective of time the call is registered.

Bank will provide first level telephone support to the Authority and the citizens of Rajkot, 24 hours a day, 7 days a week, 52 weeks a year for all problems. During such hours, incoming first level support calls will be answered immediately by a trained bank customer support representative. All first level support calls will be lodged, and such logs will be maintained by the bank. However, bank / FI may utilize their existing call center setup for this activity.

The resolution time shall not exceed the stipulated time for the metric presented below. Bank’s response times, broken out by severity level, are also provided in the table. The recovery time indicated in the table would depend on the type of the incident, the nature of the issue, involvement of third party service providers etc. All issues attributable to the bank will need to adhere to the service levels below:

Sr. No.	Service Metric Parameter	Metric	Frequency	Liquidated Damages
<b>A. Service availability (Applicable for existing and new solutions)</b>				
1.	Uptime Measurement of the entire system	< 99.1%	Per Occurrence	Rs.10,000 (when uptime of the system drops below the specified metric on the basis of system availability MIS reports)

**B. Timeline SLA**

Sr. No	Event	Timeline	Delay frequency for penalty	Liquidated Damages
1.	Project Initiation & Team	T+1 week	Per week after	Rs.5000

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Sr. No	Event	Timeline	Delay frequency for penalty	Liquidated Damages
	Mobilization		T+1 week	
2.	Requirements Analysis, Design & Project plan submission	T+3 weeks	Per week after T+3 weeks	Rs.5000
3.	Necessary certification (NCMC, EMV, PCI-DSS, etc)	T+2 months	Per week after T+2 months	Rs.5000
5.	Necessary development and integration with existing Mobile Application of RMC	T+3 months	Per week after T+3 months	Rs.5000
6.	Testing & UAT	T+4 months	Per week after T+4 months	Rs.5000
7.	Completion of Implementation phase and Go-live	T+5 months	Per week after T+5 months	Rs.10,000

C. Customer service SLA:

Sr. No	Service Metric Parameter	Metric*	Penalty
1	Settlement to RMC/RSCDL	Error in settlement amount	0.5% of monthly revenue to authority for every instance

D. SLA for Breach in Supply of Technical Manpower

**Note** – This SLA for Technical Manpower Breach is applicable over and above the SLAs mentioned in the above table.

<b>Definition</b>	Bidder is required to propose the CVs of the required technical manpower as per RSCDL requirements. It is vital that such manpower is available to RSCDL/RMC/End User Department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these manpower.
<b>Service Level Requirement</b>	Availability of the required manpower should be 100%. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with RSCDL.
<b>Measurement of Service Level Parameter</b>	Following instances would be considered as SLA non-compliances: <ul style="list-style-type: none"> <li>Replacement of a profile by the bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year)</li> <li>Non-deployment of the profile for more than 1 month. Authority</li> </ul>

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

	<p>reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark</p> <p><b>Note:</b> Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p>				
<p><b>Penalty for Non-achievement of SLA Requirement</b></p>	<p>For every SLA non-compliance reported and proved, there shall be a penalty as given below:</p> <table border="1"> <thead> <tr> <th>Team Member</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td> <ul style="list-style-type: none"> <li>Penalty of Rs 25,000 in 1<sup>st</sup> week of non-availability</li> <li>Penalty of Rs. 50,000/week from 2<sup>nd</sup> week of non-availability and thereafter</li> </ul> </td> </tr> </tbody> </table>	Team Member	Penalty	Project Manager	<ul style="list-style-type: none"> <li>Penalty of Rs 25,000 in 1<sup>st</sup> week of non-availability</li> <li>Penalty of Rs. 50,000/week from 2<sup>nd</sup> week of non-availability and thereafter</li> </ul>
	Team Member	Penalty			
Project Manager	<ul style="list-style-type: none"> <li>Penalty of Rs 25,000 in 1<sup>st</sup> week of non-availability</li> <li>Penalty of Rs. 50,000/week from 2<sup>nd</sup> week of non-availability and thereafter</li> </ul>				

E. SLA for Guidelines Breach

**Note** – This SLA for Guidelines Breach is applicable over and above the SLAs mentioned in above table.

<p><b>Definition</b></p>	<p>Guidelines Breach includes non-compliance to guidelines set by Government of India, Government of Gujarat, Department of Information Technology, Department of Science and Technology, various agencies, etc.</p>
<p><b>Service Level Requirement</b></p>	<p>It is expected that the System Integrator would comply with all the Policy/ Procedural/Regulatory Guidelines enforced by Government of India, Government of Gujarat, Concerned Agencies and other related bodies and as amended from time to time.</p>
<p><b>Measurement of Level Service Parameter</b></p>	<p>In cases of non-compliance to guidelines, resolution of issue is mandatory. The System Integrator would be required to respond with the action plan/ change request, as applicable, and resolve the guidelines breach within 2 weeks.</p>
<p><b>Penalty for Non-achievement of SLA Requirement</b></p>	<p>For every occurrence, 0.01% of aggregated transaction value for that particular period for all components.</p>

Maximum penalty of 0.1% of aggregated transaction value for that particular period for all components, will be levied for Guidelines Breach. In case of severe issues, RSCDL reserves the right to invoke the termination clause.

F. SLA Holiday Period

First quarter, post successful Go-Live, shall be termed as holiday period for SLAs, wherein the SLAs shall not be applicable on the vendor (but it must be monitored and measured). This SLA holiday period is only for the purpose of streamlining the operations and monitoring of the systems and processes.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Any planned application/server downtime would not be included in the calculation of application/ server availability.

Issue Response & Resolution to follow below table (applicable for all issues in existing as well as new solutions proposed to be implemented in this contract):

### **Definitions:**

1. **Response Time:** Response time is defined as the time the support vendor takes to respond from the time that ticket was raised.
2. **Resolution Time:** Resolution time is defined as the time the vendor takes to resolve the issue or provide acceptable workaround for the issue.
3. **Uptime Measurement:** Uptime is calculated on an annual basis, as a percentage equal to the total number of hours in a year that Bank infrastructure is available and capable of receiving and processing data from the payment infrastructure in connection with the services (excluding time taken for scheduled maintenance), divided by the total number of hours in the same period.

### **Note:**

The Contractor shall provide services beyond normal working hours and RMC closed/listed holidays, including Sundays without any additional cost in the following conditions whenever such services are required as decided by Authority.

In case, any critical job has been started during the working hours and it has to be completed on the same day, even if it continues beyond the working hours of Authority.

**Calculation of SLA:** Calculation of SLA will be done based on the data recorded by the Bank and shared with Authority on a timely basis as per the RFP. The Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days (“Encashment Notice”), if SLA dues by the Licensee to the Authority are not paid.

**Liquidated Damages:** Liquidated damage(s) shall be calculated for default on the part of Contractor when the down time of any service as detailed above exceeds the SLA of components in a month. The amount equivalent to the sum of all such liquidated damage(s) calculated on monthly basis shall be deducted from monthly payments to the Contractor. In case the penalty reaches 10% of the contract cost, provision for Termination by Authority shall be invoked

### **Recording the Fault**

The ITS Service Providers Representative will ask the Authority Representative for information about the Fault to obtain a clear description of its nature and the circumstances in which it occurred and confirm eligibility or non-eligibility of support for the Fault.

Faults initially reported by ITS Service Provider.

Notification of Faults.

ITS Service Provider will notify the Customer Representative, either by e-mail, telephone or other identified methods, within a reasonable period of time of any Fault of which it is aware, unless that Fault is cleared before it can be notified to the Customer Representative.

Setting the Fault priority.

ITS Service Provider will allocate a priority to any Fault notified by the Customer Representative in accordance with the Fault designations set out in Table 1 above. The Customer should notify ITS Service Provider’s Customer Services Manager by telephone if it disagrees with the allocated priority.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Recording the Fault report.

ITS Service Provider will record the date and time at which ITS Service Provider notifies the Customer of any Fault and the other details.

### **Fault rectification**

Fault handling and escalation

ITS Service Provider will allocate to any Fault a Response Time in accordance with the details set out in Table below. Faults which remain unresolved at the end of the Response Time will be escalated as shown in Table below. Descriptions of the activities associated with each stage are shown in Tables below.

<b>Stage</b>	<b>Response Activity</b>
Stage 1	The ITS Service Provider Representative on the Technical Helpdesk will acknowledge the Fault Call and advice on tests and actions required in order to resolve the problem, consulting as necessary with other ITS Service Provider Representatives and third parties. Should the ITS Service Provider Representative be unable to resolve the problem or provide an action plan suitable to the Customer, the Fault Call will be escalated to ITS Service Provider's of respective ITS services Operations Team and ITS Service Provider's Account Manager will also be informed.
Stage 2	ITS Service Provider's Operations Team will determine a suitable action plan and agree it with the Customer. Where appointed, the Account Managers of respective ITS services will be notified. ITS Service Provider's Implementation Team may also be involved at this point and third party manufacturers and/or ITS Service Providers may be contacted for additional technical support.
Stage 3	If unresolved following Stage 2, the Fault will be escalated to ITS Service Provider's Customer Services or Operations Managers, as appropriate. They will involve all necessary resources, Both internally and externally, to ensure an acceptable resolution for the Customer. ITS Service Provider's Technical Services Director will also be informed.
Stage 4	If unresolved following Stage 3, then ITS Service Provider's Technical Services Director will take responsibility for the call and involve all necessary senior and management resources, Both internally and externally, to ensure an acceptable resolution for the Customer. ITS Service Provider's Managing Director will be appraised of the situation.

Response Times will start to run at the Call Open Time. The ITS Service Provider Representative may amend any Fault priority by agreement with the Customer. All telephone calls may be recorded or monitored for training purposes.

Should the same Fault re-occur within 48 hours, the original call will be reopened with the same log number and the same Response Time will apply from the time that the call is reopened. ITS Service Provider reserve the right to 'stop the clock' should a third party ITS Service Provider be unable for any reason to issue or release pertinent details or information.

### **Progress recording**

Mechanism for notification of progress, escalations and resolution

Appendix below sets out how ITS Service Provider will notify the Customer Representative about Fault progress, escalation and/or resolution. In the event that the Customer Representative cannot be contacted by one of the methods set out in Appendix below, the

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

ITS Service Provider Representative shall be entitled to use any other method that it deems appropriate for any such notification.

In respect of any priority one Fault, the Customer Representative will, upon request, be updated with regular progress reports during the Hours of Cover. Such progress reports, where issued, will not be produced more frequently than hourly.

### **General Assistance**

ITS Service Provider will aim to provide assistance to the Customer in the resolution of difficult “end-to-end” Faults. This will include incidents where the location of a particular Fault is unclear, and may not eventually lie in ITS Service Provider’s area of supply. Such incidents may require the active co-operation of ITS Service Provider, the Customer and third parties, in order to undertake the tests necessary for successful Fault isolation and resolution. ITS Service Provider reserves the right to charge for time and materials where the Fault does not lie within the Service boundaries described in, Appendix below.

### **Closing a Fault**

Any Fault will remain open until the Call Close Time is notified to the Customer.

In the event that the Customer reports that a Customer Component remains out of operation after the Call Close Time has been noted, then the Fault will be re-opened.

### **Guaranteeing a Fault Duration Time**

Although ITS Service Provider will use its reasonable commercial endeavors to clear any Fault within the shortest possible time, the Customer should be aware that it is impossible for ITS Service Provider to guarantee any time limits.

### **Recurring and intermittent faults**

ITS Service Provider will use its reasonable commercial endeavors to record the cause of all Faults and monitor them to try and isolate recurring or intermittent Faults.

ITS Service Providers Representative may request certain Fault details from the Customer in order to rectify a recurring or intermittent Fault. The Customer may be asked to record certain information relating to recurring or intermittent Faults; the Customer must comply with any such request.

A Fault may be closed by ITS Service Provider, if it is found to be and recorded as “no fault found” or “right when tested,” even if an investigation is ongoing to isolate a recurring or intermittent fault.

### **Monitoring and Auditing**

IT Team of RMC/RSCDL or appointed by RMC/RSCDL will review the performance of Service Provider against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the Service Provider as soon as possible. RMC/RSCDL reserves the right to appoint a third-party auditor to validate the SLA.

### **Reporting Procedures**

The Service Provider’s representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the RMC/RSCDL’s IT Team.

## **Issue Management Procedures**

### **General**

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between RMC/RSCDL and Service Provider. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

### **Issue Management Process**

Either RMC/RSCDL or Service Provider may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

RMC/RSCDL and the Service Provider's representative will determine which committee or executive level should logically be involved in resolution.

A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

Management of RMC/RSCDL and Service Provider will develop a temporary, if needed, and the permanent solution for the problem at hand. The Service Provider will then communicate the resolution to all interested parties

### **SLA Change Control**

#### **General**

It is acknowledged that this SLA may change as RMC/RSCDL's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- A process for negotiating changes to the SLA.
- An issue management process for documenting and resolving particularly difficult issues.
- RMC/RSCDL and Service Provider management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

#### **SLA Change Process**

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be RMC/RSCDL's monthly review meetings.

#### **Version Control**

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

### **Management Escalation Procedures**

## RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that RMC/RSCDL and Service Provider management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.

### **Performance reporting**

- ITS Service Provider shall record performance and availability of each of the Customer Components and report this information to the Customer. Where periodic account reviews are agreed by both parties to be held between the Customer and ITS Service Provider, these reports will form an agenda for such reviews. If the Customer Components include access to ITS Service Provider's service System, ITS Service Provider will enable the Customer to view the reports via ITS Service Provider's service system.

### **Complaints procedure**

- If the Customer has any complaints about the way in which ITS Service Provider support facilities are being managed, the Customer Representative should contact the ITS Service Provider.

## 6. Formats for Technical proposal

### Appendix 1: CONTENTS AND FORMATS FOR TECHNICAL PROPOSALS

#### Form-1.1 Covering Letter

(Letterhead of the Shortlisted Bidder, including full postal address, telephone, ----- fax, ----- email-----, addresses)

Date.....

To,  
General Manager,  
2nd Floor, Rajkot Municipal Corporation Central Zone Office,  
Dhebar Road,  
Rajkot - 360001

Sir,

1. Being duly authorized to represent and act on behalf of ..... (hereinafter “the Bidder”), and having reviewed and fully understood all the information provided in the RFP document, the undersigned hereby applies as a Bidder for the Project.
2. Attached to this letter are certified copies of original documents defining:
  - (a) The Bidder’s legal status including Memorandum and Article of Association, Partnership Deed, sales tax registration whichever is applicable.
  - (b) The Bidder’s principal place of business; and
  - (c) The place of incorporation (for bidders which are corporations); or the place of registration (or Income Tax registration) and the nationality of the owners (For members’ of consortium bidders who are partnerships or individually – owned firms).
  - (e) Required Bid Security as specified in RFP and all documents as specified in RFP in respective envelopes.
  - (f) Price Proposal online through website: <http://rmc.nprocure.com>
3. RMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from client(s) regarding any technical aspects hereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.
4. This application is made in the full understanding that:
  - (a) Our Proposal and any information submitted at the time of bidding will be subject to verification by RMC;
  - (b) RMC reserves the right to reject or accept any application, cancel the qualification/Bid process, and reject all applications; and

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- (c) RMC shall not be liable for any such actions as at (b) above and shall be under no obligation to inform us of the grounds for the same.
- 6. We confirm that in the event of our bid is successful resulting in award of contract, the same will be:
  - (a) Signed so as to legally bind all partners jointly and severally; and
  - (b) Submitted with a consortium agreement providing the joint and several liability of all partners/Consortium members in the event contract is awarded to us.
- 7. We confirm that we agree with the terms and conditions provided in RFP. The Proposal submitted by us shall be valid for a period of Proposal Validity Period specified in RFP.
- 9. The Bid Security of INR \_\_\_\_\_ in the form of the Demand draft / Bank Guarantee infavour of “Rajkot Smart City Development Limited” and payable at Rajkot , on -----bank,----- is enclosed .
- 10. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Name and Signature of Authorized Signatory of the Bidder.

For and on behalf of Lead bidder/Consortium

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

## **Appendix 2: Form –1.2 Format for Power of Attorney for Signing of the Proposal**

(On a Stamp Paper of appropriate value)

*(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution signed by Company Secretary/ Director authorizing the Signatory.)*

**Dated:**

To,

To,  
General Manager,  
2nd Floor, Rajkot Municipal Corporation Central Zone Office,  
Dhebar Road,  
Rajkot - 360001

Dear Sir,

REF: Your RFP name:

<**Bidder's name**> hereby authorizes <**Designated Representative's name**> to act as a representative of <**Bidder's name**> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with Rajkot Smart City Development Limited or other entities associated with the Project for Rajkot Municipal Corporation/ RSCDL and to discuss, negotiate, finalize and sign any bid or agreement and contract related to RFP for Selection of Financial Institution (FI) for providing NCMC certified Open Loop Virtual Card and Prepaid wallet for City based Transportation System, Recreational and Amusement area of RMC, Municipal Bill Payment, Utility Payments, Retail and other Payments within Rajkot and subsequent Contract.

Yours faithfully,

<**Signature of appropriate authority of the Bidder**>

Name of appropriate authority of the Bidder:

<**Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney**>

For

<**Name of Bidder**>

**Encl: Board Authorization**

Notarised

### **Appendix 3: Form – 1.3: Performance Statement/ Experience Statement**

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name & Address)
- C. Cost of the Project
- D. Duration & period of the Project
- E. Role & responsibility of the organization
- F. Whether Project executed by forming Joint venture or Consortium with other organization (In case of consortium provide share in consortium).
- G. Other features of the Project  

(Details such as no of retail merchants, co- branded partners, loyalty program, Top-Up Channels , PCI DSS Complaint payment, CCHS, Prepaid wallet Host etc. )
- H. Country in which it executed.

NB. Completion Certificates /Project Acceptance Certificate duly authenticated by the respective client be furnished.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

## **Appendix 4:Form –1.4: Project execution Methodology**

(Detailed Write up and presentation)

The technical proposal should explain the solution proposed by the Bidder and should highlight its salient features (if any).

Understanding of the project and requirement of RMC for this Project in Rajkot City through followings.

- Overall understanding of system requirement with workflow explaining how the proposed solution would meet the RMC requirement.
- Solution & Proposed Architecture for System including product and software selection criteria, integration mechanism and MIS.
- Banking Services (i.e. specifically the payment gateway, net banking) to be hosted on globally accepted certification for information security/SSL

**Project Management Plan, Work Plan including tie up with capable Technical Partner**

**USP of proposal in terms of followings.**

- Approach in increasing penetration of this solution through loyalty program and other innovations- Marketing Plan.
- Innovation in Technology, Design

**Timeline**

**Project Risk Identification and Mitigation Strategies**

Supporting Documents for Technical and Project Management Evaluation Criteria should be submitted

## **Appendix 6:Form –1.6: Undertaking**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**Signed by**

**Authorized Signatory with designation**

## **Appendix 7: Form –1.7: Anti Blacklisting Certificate**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)**

### **Anti-Blacklisting Affidavit**

I M/s. .... , (the names and addresses of the registered office) and our Parent/Subsidiary/Sister concern from which we have under taken credit for meeting the Technical Proposal Evaluation Criteria hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium or not proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad as on Proposal Due Date \_\_\_\_\_.

We further confirm that we are aware that our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 201\_\_

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

## **Appendix 8: Form –1.8: Affidavit (Non- Disclosure Agreement)**

Bidders needs to submit the following Declaration as a Non-Disclosure Agreement, this needs to be signed and submitted to RSCDL.

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_\_\_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-YYYY>> “**Project Name**” (hereinafter called the said 'RFP') to the “Rajkot Smart City Development Limited”, hereinafter referred to as 'Authority'

And,

WHEREAS, the Bidder is aware and confirms that the Authority’s business or operations, information, application or software, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

- 3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

- 5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- 6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date:

**Appendix 9: Form –1.9: List of OEMs/ Product offered**

Sr No.	Role	Name of OEM	Product/Services offered	Responsibility

## Appendix 10: Form –1.10: List of Subcontractors

Sr No.	Role	Name of Subcontractor	Product/Services offered	Responsibility

**\*Contact details of sub-contractor shall be provided**

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

## **Appendix 11: PROFORMA OF BANK GUARANTEE FOR BID SECURITY(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

To,  
General Manager,  
2nd Floor, Rajkot Municipal Corporation Central Zone Office,  
Dhebar Road,  
Rajkot - 360001

This Deed of Guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ at \_\_\_\_\_ by \_\_\_\_\_ an Approved Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at \_\_\_\_\_ and a Branch Office at \_\_\_\_\_, (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of "Rajkot Smart City Development Limited" having its Office at \_\_\_\_\_ (hereinafter referred to as "RSCDL" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the RSCDL undertook the process of competitive bidding in order to select the most desirable firm/company for \_\_\_\_\_ (RFP Name) , for which purpose RSCDL issued a Request for Proposal ("RFP") document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Bidder withdraws or modifies his Bid during the period of Proposal Validity specified in the RFP; or
- (2) If the Bidder refuses to accept the correction of errors in his Proposal; or
- (3) If the Bidder submits a conditional Proposal which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by RSCDL, or
- (4) If the Bidder, having been notified of the acceptance of his Proposal by the RSCDL during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to RMC a sum of Indian Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_).without any protest or demur and upon receipt of first written demand from RMC, without having to substantiate his demand, provided that in his demand RMC will note that the amount

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Bid Validity (i.e 240 days from Proposal Due Date) or as it may be extended by the bidder on a written request by RMC, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Rajkot and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible at any of our Rajkot Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_\_\_\_\_ day of \_\_\_\_\_ and year first herein above written.

Signed and delivered by the

above named \_\_\_\_\_ Bank by

its Authorized Signatory as authorized by

Board Resolution passed on \_\_\_\_\_/

Power of Attorney dated [.....]

\_\_\_\_\_  
Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

## **Appendix 12: Performance Guarantee PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

**(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

To,  
General Manager,  
2nd Floor, Rajkot Municipal Corporation Central Zone Office,  
Dhebar Road,  
Rajkot - 360001

1. KNOW ALL MEN by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Name and address of Bank) having our registered office at \_\_\_\_\_ (hereinafter called "the bank") are bound unto Chairman, Rajkot Smart City Development Limited (RSCDL) (hereinafter called "the Owner") in the sum of INR ----- (Rupees ----- only) for which payment will and truly to be made to the said Owner, the Bank binds itself, its successors and assigns by these present.
2. Whereas a Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued by Rajkot Smart City Development Limited (RSCDL), to..... (NAME OF SERVICE) (Hereinafter called "the Licensee") for execution of the Project.
3. AND WHEREAS the Licensee is required to furnish a Bank Guarantee for the sum of INR \_\_\_\_\_) towards Performance Security for the said Project.
4. AND WHEREAS \_\_\_\_\_ (Name of Bank) have, at the request of the Licensee, agreed to give this guarantee as hereinafter contained without demur.
5. We further agree as follows:
  - (a) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Licensee.
  - (b) That any account settled between the RSCDL and the Licensee shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - (c) That this guarantee commences from the date hereof and shall remain in force for a period of \_\_\_\_\_ days.
  - (d) That the expression 'the Licensee/Licensee and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.
6. The Conditions on this obligation are:
  - (i) If the Licensee fails or refuses to enter into the License Agreement within the time limit specified in the Letter of Acceptance.
  - (ii) If the Licensee fails to perform its obligations under the License Agreement to be entered into between RSCDL and the Licensee pursuant to issuance of Letter of Acceptance by RSCDL to Licensee

We under take to immediately pay to the RSCDL in Rajkot the above amount upon receipt of his first written demand, without the RSCDL having to substantiate his demand provided that in his demand the RSCDL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i) & (ii) mentioned above, specifying the occurred condition or conditions.

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

\_\_\_\_\_ ,

ADDRESS OF THE WITNESS

\_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL OF THE BANK

NAME OF OFFICIAL \_\_\_\_\_

DESIGNATION \_\_\_\_\_

STAMP/SEAL OF THE BANK

### **Appendix 13: List of Approved Banks for purpose of providing Bid Security / Performance Security**

- Indian Bank
- State Bank of India
- Punjab National Bank
- Bank of Baroda
- Union bank of India
- Bank of India
- Oriental Bank of Commerce
- Canara Bank
- Central Bank
- Corporation Bank
- Allahabad Bank
- Indian Overseas Bank
- Dena Bank
- Syndicate Bank
- Andhra Bank
- Punjab and Sind Bank
- Bank of Maharashtra
- Vijaya Bank
- United Bank of India
- UCO Bank
- IDBI
- HDFC
- AXIS
- ICICI
- Kotak Mahindra Bank
- Yes Bank
- RBL Bank (The Ratnakar Bank)
- Induind Bank
- Karur Vaishya Bank
- DCB Bank
- Federal Bank
- South Indian Bank

## Appendix 14: AFCS Specifications with Make & Model

RSCDL has processed a tender for deployment of an AFCS (Automatic Fare Collection System) in Rajkot City. The following are the possible make and model details of Hardware and Software components of the system

Article	Make	Model
AFCS Software	Amnex	-
Handheld Electronic Ticketing Device (For RMTS in bus ticketing)	Verifone	C680
Validator on Turnstile (For BRTS)	ScSoft	GV7

### Technical Specifications for AFCS Components:

#### 1. Handheld Electronic Ticketing Device

Module / Component	Description	Compliance (Yes/No)	Documentary Reference
<b>Processor</b>	32-bit ARM11		
<b>Memory</b>	192MB standard (128MB Flash, 64MB DDR) Micro SD (TF prepaid wallet) up to 32GB		
<b>Display</b>	3.5 inch 240 x 320 pixel TFT colour LCD Touch screen		
<b>Keypad</b>	10 numeric / letter keys, 8 function keys Back-lighting		
<b>Printer</b>	Fast thermal printer (18 lps) or faster depending on font size Paper roll width / diameter: 58mm / 38mm		
<b>Prepaid wallet Slots</b>	2 SAMs, 1SIM		
<b>Magnetic Prepaid wallet Reader</b>	Track 1 / 2 / 3, bi-directional		
<b>Contactless Prepaid wallet Reader</b>	MasterPrepaid wallet Pay Pass & Visa pay Wave 13.56MHZ, ISO / IEC 14443 Type A/B, Mifare®, NFC		
<b>Audio</b>	Speaker		
<b>Communication</b>	GPRS / 3G(WCDMA)		
<b>Peripheral Ports</b>	1xminiUSB 1 x RS232 1 x power charge		
<b>Security</b>	DUKPT/Master / Session/DES/3DES/AES		
<b>Battery</b>	Li-ion batteries 1850mAh, 7.4V		
<b>Voltage</b>	Input: 100~240VAC, 50Hz / 60Hz, 1.0A Output: 9VDC, 2.5A		

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Module / Component	Description	Compliance (Yes/No)	Documentary Reference
<b>Physical</b>	Length: 175mm Width: 82mm Height:63mm		
<b>Certifications</b>	PCI PTS 3.x MasterPrepaid wallet Pay Pass Visa pay Wave EMV Contactless L1		

## 2. Turnstile

Item	Specifications	Compliance (Yes/No)	Documentary Reference
<b>Turnstile type Fare Gate Specification</b>	Tripod Turnstile should offer the best security performance by means of a photocell and IR sensor alarming in case of unauthorized passage attempt.		
<b>Material</b>	Stainless Steel AISI 304		
<b>Orientation</b>	Pass Left or Pass Right		
<b>Tripod Arms</b>	38mm diameter AISI 304		
<b>Function</b>	Passage in both directions, electronically controlled		
	Ticket/Smart prepaid wallet validity check to be implemented via validator and turnstile integration		
	Drop arm is mandatory and solution shall confer to requirements of Disability Act 2016		
	Authorized passage for entry/exit		
	Deduct value from Smart prepaid wallet to be implemented via validator		
	Used ticket validation to be implemented via validator and turnstile integration		
	Alarms for tailgating, fraud, ticket amount display etc.		
<b>Passage width</b>	Passage (Normal): 500 mm(approx.)		
<b>Validator and Turnstile Integrated functionality</b>	Reader/Writer (EMV level 1 & 2 support). The design of the gate arrays should be such that the passenger uses reader placed on the right-hand side while passing through the gate.		
	Reader/Writer for smart prepaid wallets, mobile NFC media, QR code validators. The design of the gate arrays should be such that the passenger uses reader placed on the right-hand side while passing through the gate.		

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Item	Specifications	Compliance (Yes/No)	Documentary Reference
	Fare media are checked for validity and updated in accordance with the business rules and fare tables currently in force For QR Coder reader:		
	<ul style="list-style-type: none"> <li>• Read QR code printed on paper</li> <li>• Read digital QR code from mobile</li> <li>• Read Distance up to 4 cm from plate</li> </ul>		
<b>Throughput</b>	At-least 30-35 passengers per minute (PPM)		
<b>Safety Sensor Requirements</b>	System should have pressure lid at cabinet for sensing improper access through climbing over cabinet.		
<b>IR Sensor</b>	Tripod should have one IR sensor below tripod angling downward to detect presence of any person crawling through below the tripod arm or below the gaps of casing		
<b>Photo Sensor</b>	Tripod should have photo sensor. In case of any obstruction/abnormality/trespassing, it should sense & generate alarm for improper transaction.		
<b>Mechanism</b>	Control of the Tripod operation should be achieved by an electro mechanical head mechanism located within the top section of the turnstile casework.		
<b>Normally Closed</b>	The mechanism should be locked until a valid authorization signal is received. It should also be possible to configure the turnstile in normally open mode.		
<b>Power Failure</b>	In the event of an emergency or isolation of the power supply, Tripod should be configured to Fail-Safe i.e. rotates freely or Fail-Lock i.e. locks in the HOME position. Either option should be available in both or one direction.		
<b>Emergency / Fire Alarm</b>	The turnstile should offer an input (oV normally closed) in order to receive an Emergency /Fire Alarm remote command (by others). When this command is active, the control logic should release the rotation of the tripod in both directions. This condition should remain for the duration of the signal being received by the control logic.		
<b>Alarms</b>	If a person attempts to rotate the Tripod without authorization from the reader unit, the control logic		

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Item	Specifications	Compliance (Yes/No)	Documentary Reference
	should interpret this as an attempt of fraud (“Fraud” alarm).		
<b>Damper</b>	Turnstile should be equipped with Damper functionality.		
<b>Anti-Reversal Device</b>	The anti-reversal device should be used to prevent rotation of the rotary unit in the opposite direction to that of the initial rotation. This means that once the Tripod has been moved in one direction, the device should prevent a reverse movement in the opposite direction.		
<b>MCBF &amp; IP:</b>	1.500.000 cycles (normally closed mode), 2.500.000 cycles (normally open mode) IP: IP 44 or more		
<b>Power Supply</b>	230 Vac 50Hz.		
<b>Operating Temperature</b>	Operating Temperature should be 0 to +45 degrees Celsius.		
<b>Humidity</b>	Humidity RH 95% non-condensing		
<b>Drop arm</b>	Drop arm: the horizontal arm should drop to create a clear passage for evacuation.		
<b>ISO</b>	OEM should be ISO 9001:2000 & ISO 14001:2004 for development, producing & trading of turnstiles		
<b>Certificate</b>	CE certified		
	Terminal/Validators/Turnstiles / Flap Gate–The terminal/validators/turnstiles provided by the System Integrator should be based on open loop standards and as per NCMC specification. Other Payment Channels – Master System Integrator shall support the integration of various digital payment channels including UPI, Bharat QR, BHIM, BBPS etc.		

### 3. Validator

Sr. No.	Particular	Minimum Specification	Compliance (Yes/No)	Documentary Reference
1	Processor	Min 32 Bit		
2	Memory	Flash 4 to 8 MB		
3	Memory	SDRAM 8 to 16 MB		
4	External memory slot	Micro SD Prepaid wallet Up to 4 GB		
5	Contactless Prepaid wallet	13.56 MHz, ISO 14443 Type A/B,		

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

Sr. No.	Particular	Minimum Specification	Compliance (Yes/No)	Documentary Reference
	Reader	Mifare, Ultralight C, DesFire, NFC		
6	Barcode Reader	1D and 2D barcode		
7	Display	Color 3.2 inches TFT LCD		
8	Prepaid wallet Slots	1 SAM Slot		
9	Peripheral Ports	1 X RS232 or 1 X USB 1XRS422 /485		
10	Buzzer	95 dB		
11	Indicators	LEDs ( Orange, white , green )		
13	External Power Supply	12 to 48V DC		
14	Operating supply	5V DC , 500 mAh		
15	Physical Reader Dimensions	To be fitted aesthetically into turnstile/flap gates		
16	OS	Window / Linux / Android		
17	Communication	GSM/GPRS3G, Ethernet 10/100 Mbps, WiFi (optional)		

## **Appendix 16: Qualification required for the post of Project Manager**

### **Project Manger**

(Please provide resume. This has to be the same person who will be deployed on the project)

Minimum Requirements:

- a) Professional qualification with at least 10 years total experience, majorly in Payments background.
- b) Involved in managing at least 1 successful full life cycle implementation(s) of NCMC certified smart prepaid cards and in managing issuance and operations of it, in Government organizations (at least one implementation should be of Urban Local Bodies (ULB)).

## Appendix 17: Details of Resources Proposed

### Summary of Resources Proposed

Sr. No.	Name of the resource	Proposed Role	Highest Degree	Basic Qualification	Certifications (if any)	Total Experience (In Years)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

### Curriculum Vitae (CV) of team members

1	Name of Staff			
2	Current Designation in the Organization			
3	Proposed Role in the Project			
4	Proposed Responsibilities in the Project			
5	Date of Birth			
6	Education	<ul style="list-style-type: none"> <li>▪ Degree / Diploma, College, University, Year of Passing</li> <li>▪ Degree / Diploma, College, University, Year of Passing</li> </ul>		
7	Summary of Key Training and Certifications			
8	Language Proficiency	<b>Language</b>	<b>Reading</b>	<b>Writing</b>
9	Employment Record (For the total relevant experience)	From / To:		
		Employer:		
		Position Held:		

RFP for Selection of SI for Implementation of NCMC certified Open Loop Virtual Card and Prepaid wallet for Rajkot

		From / To:	
		Employer:	
		Position Held:	
		From / To:	
		Employer:	
		Position Held:	
<b>10</b>	Total No. of Years of Work Experience		
<b>11</b>	Total No. of Years of Experience for the Role proposed		
<b>12</b>	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)		
	<b>Name of assignment or project:</b>		
	<b>Year:</b>		
	<b>Location:</b>		
	<b>Client:</b>		
	<b>Main project features:</b>		
	<b>Positions held:</b>		
	<b>Activities performed:</b>		