



Request for Proposals
For
Selection of Financial Institution for National Common
Mobility Card (NCMC) based City Payments System
for Indore Smart City Development Limited (ISCDL)
Volume – I
Instructions to Bidders

NIT Number: 06/ISCDL/2020-21;

Dated: 27th May 2020

INDORE SMART CITY DEVELOPMENT LIMITED

Nehru Park Campus, Indore – 452003

Ph. No.: 0731-2535572; E-mail: smartcityindore16@gmail.com

CIN: U75100MP2016SGC035528; Website: www.smartcityindore.org

RFP for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL



INDORE SMART CITY DEVELOPMENT LIMITED, INDORE

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NOTICE INVITING TENDER

NIT No. 06/ISCDL/2020-21

Date: 27th May, 2020

Indore Smart City Development Limited (ISCDL) invites online bids from eligible bidders through www.mptenders.gov.in for **Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL**.

The details are as under.

S. No.	Event's Name	Information
1	Tender document Fee	Rs. 20000.00 (Rupees Twenty Thousand Only) through Online e-Tendering Payment Gateway only
2	Earnest Money Deposit (EMD)	Rs. 500000.00 Lakhs (Rupees Five Lakhs Only) through Online e-Tendering Payment Gateway only
3	Last date for sending pre-bid queries	06.06.2020 till 17:00 hrs. at smartcityindore16@gmail.com
4	Date, Time & Place of Pre-bid Meeting	08.06.2020 at 15:00 hrs. Venue: Indore Smart City Development Limited Nehru Park Campus, Indore, Madhya Pradesh
5	Last date for Online Purchase of Tender Document	26.06.2020 till 17:30 hrs.
6	Last date of Online Submission of Bids	26.06.2020 till 17:30 hrs.
7	Date & Time for Opening of Technical Proposal (Online)	29.06.2020 at 16:00 hrs.
8	Last date of Submission of Hardcopy of Bids	29.06.2020 till 17:30 hrs.
9	Date & Time for Opening of Financial Proposals	Will be intimated to the technically qualified bidders

**Chief Executive Officer
Indore Smart City Development Limited**

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Indore Smart City Development Limited (the “Authority”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability 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 for participation in this Bid Stage.

The Authority 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. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the Project and the Authority 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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definition of Terms

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. **“ISCDL” or “Authority”** means the Indore Smart City Development Limited and shall include its authorized successors and assigns at all times.
2. **“IMC”** means Indore Municipal Corporation.
3. **“IMC Premises”** shall include Bus Terminals, Library, Multilevel & Other Pay and Park, City Bus, Civic City Centre, Public Bike Sharing, Ward Offices, Parks, Swimming Pool, IMC office/s, Mobile Vans etc.
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 Bank led Consortium responding to the RFP.
6. **“Earnest Money Deposit (EMD)”** means Security furnished by the Bidder.
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. **“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 City Payment Card Project, subject to the terms of this RFP.
9. **“Bus Stop/Bus Station/Bus Terminal”** 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.
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.

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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 ‘Invitation for Proposal’ of this RFP or such other date / time as may be decided by IMC in its sole discretion and notified by dissemination of requisite information.

12. **“City Payment Card Project** or **“Project”** refers to the design, development, procurement, issuance, supply, integration, implementation, operation, maintenance and management of unified payment and identification mechanism riding on the popularity of contactless card technology.

13. **“Agreement”** means the legal agreement including, without limitation, any and all Appendix thereto, which will be entered into between ISCDL and the Successful Bidder for to develop, design, engineer, procure, install and maintain the City Payment Card Project during the Contract Period. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.

14. **“Selected Bidder”** shall mean the Bidder who has emerged as preferred bidder in terms of this RFP and has been issued the Letter of Acceptance (LoA) by ISCDL and awarded the work under this RFP.

15. **“Lead Member”** means the consortium member company nominated by all member companies in case of a Consortium participating in and submitting the Bid who shall be responsible for execution of the project and to furnish the Earnest Money Deposit and the Performance Guarantee in case of award of the contract.

16. **“Letter of Acceptance”** or **“LOA”** means the letter issued by ISCDL to the Successful Bidder to undertake and execute the City Payment Card Project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

17. **“Lead Time”** shall mean the time specified by the Authority available for implementation of the City Payment Card Project as per the provisions of License Agreement.

18. **“Performance Guarantee”** shall mean the Bank Guarantee furnished by a successful Bidder for punctual and due performance of its duties as per terms and conditions of this RFP.

19. **“City Payment Card Project implementation”** or **“Project Implementation”** means successful installation of hardware, software etc. as per the Request Order and Completion Certificate/Go Live issued thereof by the Authority.

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20. **“RFP”** or **“Tender”** shall mean this RFP document which comprises of the following sections: Disclaimer, Instructions to Bidders, Draft License Agreement, Service Level Agreement, Forms of Bid which include any applicable Annexure thereto and Scope of Services and Technical Specification specified in Part-2 Scope of Services and Technical Specification Document.
21. **“License”** constitutes the permission from the AUTHORITY to use its brand name in co-branded City Payment Card along with rights to get or make payments as specified in Annexure-3, which AUTHORITY shall share/collect with/from selected FI in lieu of the performance of scope of work and other obligations specified in RFP and Addenda & Corrigenda thereto.

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.

Instructions to Bidders

1. Instructions to Bidders

1.1. General Information and Guidelines

1.1.1. RFP Format

The Request for Proposal (RFP) consists of 3 (Three) Volumes viz.

1. RFP Volume I: Instructions to Bidders

The Volume I contains;

- Instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.
- Information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation for the selected bidder.

2. RFP Volume II: Scope of Work

- The Volume II contains; scope of work for the selected bidder and functional requirements.

1.1.2. Purpose

Authority seeks the services of a Financial Institution, for “National Common Mobility Card (NCMC) based City Payments System for ISCDL”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2.0](#) of Vol II of this RFP.

1.1.3. The Bidder

- i. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ii. No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of Authority.
- iii. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- iv. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
 - b) The Members of the Consortium shall nominate one member as the Lead Member
 - c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.

- d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
- e) An entity cannot be a member of more than one bidding Consortiums. An individual firm applying as a single Bidder cannot at the same time be member of any other Consortium bidding under this RFP.
- f) The Members of the Consortium shall submit a declaration as set out in [Annexure 1.5](#) inter alia consisting of the following:
- Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
 - Commit to the profit and loss sharing ratio of each member
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
- g) The lead bidder shall be jointly & severally responsible for complete scope, whereas partner/s shall be severally responsible only for its/their respective scope Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of Authority. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of ISCDL. In the event Authority does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- h) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of

Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

1.1.4. Sub-Contracting

Sub-contracting shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

1.1.5. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid. The Authority's decision would be final and no further communication will be entertained in this regard.

1.1.6. Proposal Preparation Costs

- 1 The bidder shall submit the bid at its own cost and expenses. Authority shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over Authority.
- 2 All materials submitted by the bidder shall be the absolute property of Authority and no copyright etc. shall be entertained by Authority; however, all information provided as a part of our proposal shall be confidential, and shall not be shared to any third party without the prior consent of the Bidder.

1.1.7. Pre-bid Meeting and Queries

1. Authority will host a Pre-Bid meeting as per the date mentioned in the NIT sheet. **The representatives, limited to 2**, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. All Bidder shall e-mail their queries to **Smartcityindore16@gmail.com** in the form and manner as prescribed in [Annexure 5](#). The response to the queries will be published on www.mpeproc.gov.in. No telephonic queries will be entertained thereafter. This response of Authority shall become integral part of RFP document.
2. Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, 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 Authority to respond to any question or to provide any clarification.

3. Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by 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 AUTHORITY.

1.1.8. Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal (www.mpeproc.gov.in) and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

1.1.9. Supplementary Information to the RFP

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.10. ISCDL's Right to Terminate the Process

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.1.11. Site Visit and Verification of Information

The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

1.2. Key Requirements of the Bid

1.2.1. RFP Document/Tender Fee

RFP can be downloaded from the website www.mpeproc.gov.in. RFP Document Fee of Rs. 20,000.00 _____ (Rupees Twenty Thousand Only) shall be paid through online e-Tendering Payment Gateway only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

1.2.2. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD of Rs. 5,00,000_ (Rupees Five Only) through the online system only on the e-tendering portal (www.mptenders.gov.in) against the said RFP.
- 2 Unsuccessful Bidders' EMD will be returned within 180 days from the last date of bid submission. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee (for an amount equal to 5% of Total Contract Value) in the format provided in [Annexure 8](#) of the RFP. The EMD should be valid for a period of 180 days from the date of submission of bid document.
- 3 No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidders) without any accrued interest on it.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions of this RFP, despite deviations being adequately considered by the Authority.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
- 6 The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon all the bidders.
- 7 In case the bidding process is not completed within the period of 180 Days, ISCDL may request for extending the validity of EMD and accordingly EMD should be extended by the Bidders.

1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in three separate documents.

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Particulars	Instructions
Document 1	Proof of submission of RFP Document Fee and EMD
Document 2: Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP Pre-Qualification Proposal should be submitted through online bid submission process as mentioned in the NIT.
Document 3: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 2 of the RFP Technical Proposal should be submitted through online bid submission process as mentioned in the NIT.
Document 4: Financial Proposal	The Financial Proposal shall be submitted in accordance with the requirements specified in this RFP and in the format prescribed in Annexure 3 of the RFP. Financial Proposal shall be submitted using the designated portion for financial proposal online only .

Note: AUTHORITY will conduct the bid evaluation based on documents submitted through online e-tendering portal.

Financial Proposal or any kind of financial quote submitted as a part of Document 1, 2 or 3 will lead to disqualification of the bidder.

2. The following points shall be kept in mind for submission of bids;

- a. AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any exclusions / omissions / exceptions. Price to be inclusive of all adjunct / ancillary services and works, whether specifically mentioned or not
- c. AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be

inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical and financial proposals of the Bidder shall not be opened. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

1.3.7. Authentication of Bid

- a. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its

annexures, etc. shall be signed and stamped by the person or persons signing the bid.

- b. The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit on behalf of the Bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by AUTHORITY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/discussion with the Committee.
- d. The BEC may seek clarifications from any bidder, as necessary proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal (online)
 - Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the Tender Notice in the RFP Volume I. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.

- e. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders.
- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

1.4.2. Evaluation of Pre-Qualification Proposals

- a) Authority shall open document no.1 named "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **document** are as per requirements of the RFP, AUTHORITY shall open document no. 2 marked "Pre-Qualification Proposal". ***Each of the Pre-Qualification condition mentioned in Section 1.4.5 of the RFP is MANDATORY.*** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.

1.4.3. Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) Bidders' technical proposals will be evaluated as per the requirements and guidelines specified in the [Annexure 2](#) and technical evaluation criteria as mentioned in [Section 1.4.6](#) of the RFP.
- b) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in [Section 1.4.6](#) of the RFP.
- c) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section [1.4.6](#) of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy) points.
- d) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all other components) as required for technical evaluation.

- e) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

1.4.4. Financial Proposal Evaluation

- a) Financial Proposals for the technically qualified bidders will then be opened online on the notified date and time.
- b) Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.
- c) Total Cost of Bid (TCB) shall be calculated based on the financial format given in [Annexure 3.2](#) of the RFP.
- d) Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals and the total mentioned, the subtotals shall prevail and the grand total shall be corrected
 - iii. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- e) The Bidder is required to quote the percentage (if any) of income generated from the co- branded card based transactions in Authority's Merchant Services such as City Bus, Health ATM, Library, City Civic centers, etc. The Bidder is expected not to charge any amount to citizens for card including personalization (except for re-issuance in case of damaged / lost card). It is preferred that bidder shall absorb the cost of card personalization. In case card personalization charges cannot be borne by bidder, same should be quoted to ISCDL as part of financial bid. The Bidder is expected to share revenue with the Authority, generated from the cobranded card transactions from non-ICCC eco-system. The bidder needs to provide details of Revenue to be shared with Authority for seven years along with NPV calculated using 10% rate of discounting factor as part of financial bid submitted online as per Annexure 3.2.
- f) The eligible and qualified Bidder scoring the highest total financial score in financial evaluation shall be considered the Selected Bidder as per the terms of this RFP.

1.4.5. Pre-Qualification Criteria

Each bidder shall meet the following prequalification criteria:

S No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Sole Bidder OR Consortium <ul style="list-style-type: none"> • Maximum 2 Financial Institutions are allowed in a consortium including Lead Member • The Sole/Lead Member of Consortium must be a Nationalized Bank or Scheduled Bank or Payments Bank (included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934). 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation / Registration • Consortium agreement clearly stating the roles and responsibilities of each member
PQ2	Net worth	The Sole Bidder or Lead Member of consortium should have net worth of INR 1000 Crore during last 3 audited financial years (i.e. 2016-17, 2017-18, 2018-19).	<ul style="list-style-type: none"> • Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. • Certificate from the Statutory Auditor/CA on turnover details over the last 3 (Three) audited financial years (2016-17, 2017-18, 2018-19)
PQ3	Blacklisting	The Lead Bidder or any of the consortium partners should not be black-listed / debarred by the Government or Public Sector Units in India or abroad as on the date of the submission of the tender. 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.	Undertaking by the authorized signatory as per the format given as Annexure 4

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S No	Basic Requirement	Specific Requirements	Documents Required
PQ4	Certifications	The Sole Bidder or the Lead Member of consortium should possess below Certifications which are valid till bid validity: Financial switch certified for operating credit/debit/prepaid debit card acquiring and issuing in India.	Provide evidence in terms of copy of certificate or any other document issued either by the FI or FI's technology partner
PQ5	Local Presence	The Sole Bidder or the Lead Member of consortium, in case of a Consortium, should have office in Indore, Madhya Pradesh or should furnish an undertaking that the same would be established within 60 days of signing the contract, if project is awarded.	List and address of offices in Indore, Madhya Pradesh with GST Registration OR Undertaking from authorized signatory to open the local office with GST registration, within 60 days of signing the contract, if project is awarded
PQ6	Payment Acceptance Infrastructure	The Bidder should have a payment acceptance infrastructure at least 500 customer service points in Indore city limit at the time of submission.	Provide self-certification with list of merchants' details
PQ7	Experience	The Sole Bidder or the Lead Member of consortium should have the experience of Contactless Smart Card design, supply and operations (linked with Mobile Wallet) in City wide payment solutions/Transit/Any other project.	Copy of work order + Completion Certificates from the client OR Copy of Work Order + Phase Completion Certificate from client. Completion certificate /work order to include scope of work executed

1.4.6. Technical Evaluation Criteria

S. No.	Technical Evaluation Criteria	Points
TQ1	<p>Experience in Smart card based payment solution project for City wide payment solutions/ Transit system/Toll Solution/any other project for which the Bidder has undertaken (either implemented or in process of implementation) Card Services either as a Sole Bidder or along with its Technical Partner (Card Hosting/ Clearing House Solution / establishing Top up facilities through Banking Channels /and acted as a Co- Branded Partners and /or have retail merchants)</p> <ul style="list-style-type: none"> ▪ One project - 10 marks ▪ Every additional project (max 2 projects) - 5 marks each 	20
TQ2	<p>Number of cards issued in in Smart card based payment solution project for Transit system/Toll Solution/ City wide payment solutions/any other project for which the Bidder has undertaken (either implemented or in process of implementation) Card Services either as a Sole Bidder or along with its Technical Partner (Card Hosting/ Clearing House Solution / establishing Top up facilities through Banking Channels /and acted as a Co- Branded Partners and /or have retail merchants)</p> <ul style="list-style-type: none"> ▪ For 5,00,000 cards issued - 10 marks ▪ For every additional 1,00,000 cards (max 2,00,000 cards) - 5 marks each 	20
TQ3	<p>Average daily volume (count) of Card/ mobile based financial transactions (in number) in Smart card based payment solution project for City wide payment solutions/Transit system/Toll Solution/any other project for which the Bidder has undertaken (either implemented or in process of implementation) Card Services either as a Sole Bidder or along with its Technical Partner (Card Hosting/ Clearing House Solution / establishing Top up facilities through Banking Channels /and acted as a Co- Branded Partners and /or have retail merchants)</p> <ul style="list-style-type: none"> ▪ For 1,00,000 transactions - 10 marks ▪ Every additional 50,000 transactions (max 1,00,000 transactions) - 5 marks each 	20
TQ4	<p>Loyalty and adoption plan in Indore</p> <p>Existing customer base in Indore (in numbers) - up to 4 marks</p>	10

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S. No.	Technical Evaluation Criteria	Points
	<ul style="list-style-type: none"> ▪ Bidder with maximum number will get 4 marks and pro-rated for others (formula given by: $N_{bid1} * 4 / N_{max1}$) <p>Existing PoS volume in Indore – up to 4 marks</p> <ul style="list-style-type: none"> ▪ Bidder with maximum number will get 4 marks and pro-rated for others (formula given by: $N_{bid2} * 4 / N_{max2}$) <p>Existing Loyalty partners present in Indore – up to 2 marks</p> <ul style="list-style-type: none"> ▪ Bidder with maximum number will get 2 marks and pro-rated for others (formula given by: $N_{bid3} * 2 / N_{max3}$) <p>Where, $N_{bid1,2,3}$ is the respective number for the considered bidder and $N_{max1,2,3}$ is the maximum respective number of all the bidders</p>	
TQ5	<p>Experience in Multiple instruments (any 2) for same purpose;</p> <ul style="list-style-type: none"> i. Pre-paid/Debit/Credit, ii. Mobile, iii. RFID <p>For 1 project – 3 marks For any additional project (max 2 projects) – 1 mark each</p>	5
TQ6	<p>Experience in Mobile based Ticketing Solutions</p> <p>For 3 projects – 3 marks For any additional project (max 2 projects) – 1 mark each</p>	5
TQ7	<p>Presentation of the Proposed Solution, approach and methodology</p>	20
	Total	100

Note: Projects executed for bidder’s own or bidder’s group of companies shall not be considered.

Bidder who meets the minimum pre-qualification criteria shall be called for Technical Presentation (maximum duration of 40 Minutes) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. AUTHORITY reserves right to enquire bidder’s customer where such a similar project execution has taken place.

1.4.7. Eligible Goods and Services, and OEM Criteria

- a. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code

- and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- b. The OEM for each products or technology quoted should be in the business of that product or solution or technology for entire period of contract as on the date of release of the RFP.
 - c. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
 - d. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of License period of the project as [Annexure 2.4](#) in the RFP
 - e. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
 - f. **Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.**

1.5. Award of Contract

1.5.1. Award Criteria

1. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes (including GST), duties, fees, levies and other charges imposed under the Applicable Law as applicable.
2. Bidders are required to quote online followings as per Financial Proposal format provided in Annexure 3:
 - a. Percentage of income generated from the co-branded card-based transactions towards IMC Services which Authority shall share with Selected Bidder.
Score 1 – The Bidders shall be given Financial Score based on transactional charges charged to Authority, Card personalization charges (if any). Minimum bid value across all the financial bids opened will be used to convert scores to a linear scale for each of the parameters.

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- b. Score 2 – In this case bidder is proposing a revenue sharing with IMC/ISCDL then the NPV of the revenue will be converted to a linear scale to award financial score.

Total Financial Score will be calculated as sum total of two-third of score 1 and one-third of score 2.

An example is illustrated below:

Parameters	Weightage (%)		Company 1	Company 2	Company 3
1. Per transaction charges (%) <i>T</i>	w1	50.00%	1.25	0.50	0.00
X = Score based on linear scale for minimum value given as 100 $X = 100 - 60T$			25.00	70.00	100.00
2. Per card personalization charges <i>P</i>	w2	50.00%	0.00	75.00	100.00
Y = Score based on linear scale for minimum value given as 100 $Y = 100 - P$			100.00	25.00	0.00
Score 1 = $w1 * X + w2 * Y$			62.500	47.50	50.00

Parameters	Company 1	Company 2	Company 3
NPV offered to Authority in Cr. <i>N</i> (INR)	70	140	0
Score 2 = $N_{bid} * 100 / N_{max}$	50	100	0

Total Financial Score

	Company 1	Company 2	Company 3
Total Financial Score = $\frac{2}{3} \times (\text{Score 1}) + \frac{1}{3} \times (\text{Score 2})$	58.33	65.00	33.33

The Bidder scoring the highest total financial score shall be considered as Lowest Bidder/ Selected Bidder and considered for award after following due process as per clause 3) hereunder. In case of two bidders scoring same total financial scores, the bidder with higher technical score will be considered for award after following due process as per clause 3) hereunder.

3. The Authority shall determine the responsiveness of Price Proposal of Bidder determined to be Lowest in relation to the Market rate or Authority's Internal Estimate or Good Industry Practice.

In case the Financial Proposal of the Lowest Bidder is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Proposal, from the Lowest and/or all Bidders to demonstrate the internal consistency of those prices. In case of the Price Proposal of the Lowest Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

There is no capital expenditure expected for Authority and potentially zero transactional charges. Bidder should come up with innovative engagement model to cover the entire system building exercise, associated running costs, manpower costs and all equipment and card costs. In addition to this, Bidder is also expected to cover the annual maintenance contract for a period of seven years including enhancement related work. The real operating expense for IMC will only kick-in after seven years if the contract is not extended and Authority decides to hand over the operations to another bidder.

1.5.2. Letter of Acceptance

AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

1.5.3. 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 Guarantee and License Agreement as per clause 1.5.5 and 1.5.6, to execute/sign the Agreement within 15 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 Draft copy of License Agreement is specified in Annexure11.
- c. The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Indore in accordance with applicable law, and submit the same in two copies duly stamped and executed within 15 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.

1.5.4. ISCDL's Right to Accept any Bid and to Reject any or All Bids

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

1.5.5. Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 5% of contract value to AUTHORITY.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 8](#), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of Go Live + O&M Phase.
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would be entitled to forfeit and appropriate the amount of the Performance Guarantee in whole or in part. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) At any time during the Validity Period, the PBG has either been partially or completely encashed by the AUTHORITY in accordance with the provision of the License Agreement. The Selected Bidder shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh PBG, as the case may be, failing which the AUTHORITY shall be entitled to terminate this Agreement.
- i) At the end of the License Period, the PBG shall be returned to the Selected Bidder 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.

1.5.6. Failure to Agree with the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

1.6. Miscellaneous Conditions

1.6.1. Fraudulent 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 Guarantee, 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 AUTHORITY may have under the LOA or the Contract or otherwise if a Bidder or Selected Bidder 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 Selected Bidder 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 Selected Bidder 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 1.6, 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.

1.6.2. Force Majeure

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:

- (i) are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- (ii) 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;
- (iii) does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and
- (iv) any consequences of which, prevent, hinder or delay in whole or in part the performance by such Party of its obligations under this Agreement.

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.

- (v) 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 continues period of 15 (Fifteen) days in an accounting year.
- (vi) 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 FI or any affiliate of the FI or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- (vii) 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 FI, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- (viii) 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;

- (ix) Epidemic or plague within India;
- (x) 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.

- (xi) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the FI in any proceedings for reasons other than failure of the FI 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;
- (xii) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.
- (xiii) 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 FI.
- (xiv) any event or circumstances of a nature analogous to any events set forth above within India.

1.6.2.1. 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.
- d) 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 (FI) and the Force Majeure Event has reduced the Licensee (FI) 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 (FI) resumes activities in terms of the Licensee Agreement.
 - (ii) AUTHORITY shall not forfeit FI's Performance Security or charge liquidated damages or terminate the License Agreement for default, if and to the extent that delay in performance or failure to perform Licensee's obligations under the License 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.

1.6.3. Settlement of Disputes

1.6.3.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this License Agreement or the interpretation thereof.

1.6.3.2. Dispute resolution

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 1.6.3.3.

2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

1.6.3.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon [Commissioner, UADD, Bhopal] and the Chairman of the Board of Directors of the FI or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 1.6.3.2 (1) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 1.6.3.4.

1.6.3.4. Arbitration

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 1.6.3.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 16.3.4 (2). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Indore, Madhya Pradesh where the AUTHORITY has its headquarters and the language of arbitration proceedings shall be English.

2. There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 1.6.3.4 shall be final and binding on the Parties as from the date it is made, and the FI and the AUTHORITY agree and undertake to carry out such Award without delay.
4. The FI and the AUTHORITY agree that an Award may be enforced against the FI and/or the Authority, as the case may be, and their respective assets wherever situated.
5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

1.6.4. Limitation of Liability

(a) Except in case of gross negligence or willful misconduct on the part of the FI or on the part of any person or Firm acting on behalf of the FI in carrying out the Services, the FI, with respect to damage caused by the FI to the ISCDL/IMC's property, shall not be liable to the ISCDL/IMC:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds a fixed amount equal to estimated project cost submitted online as part of Annexure 3.

(b) This limitation of liability shall not affect the FI's liability, if any, for damage to Third Parties caused by the FI or any person or Firm acting on behalf of the FI in carrying out the Services or any obligation of the FI to indemnify the AUTHORITY with respect to intellectual property rights infringement claims.

1.6.5. Other Conditions

a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Indore 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;

- i. 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;
- ii. consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the AUTHORITY by, on behalf of, and/ or in relation to any Bidder; and/ or

- iv. 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 Selected Bidder 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.

1.7. Right to Vary Quantity

- a) After the award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased / decreased by up to 20%, as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If AUTHORITY does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

1.8. Warranty & Maintenance

- a) Successful Bidder shall also provide complete maintenance support for all supplied hardware and other components as outlined in this RFP for a period of 84 months from the date of **Go-Live**.
- b) At the time of delivery, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- c) AUTHORITY or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.
- e) During the comprehensive warranty period, the Successful Bidder shall provide all product(s), patches/fixes, within 15 days of their availability and should carry out installation and make operational the same at no additional cost to AUTHORITY.

The Successful Bidder hereby warrants AUTHORITY that:

- The supplied H/w & S/w meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed H/w & S/w shall achieve parameters delineated in the technical specification/requirement.
- The Successful bidder shall be responsible for warranty & maintenance services from licensors of products included in the systems for the entire contract period of 8 months + 7 (seven) Years onsite 100% comprehensive warranty after successful commissioning of system.
- The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and maintenance period.

1.9. Project Implementation Schedule with Deliverables / Milestones

The expected timeframe of the project will be 8 months (within which the project 'Go-Live' is to be declared). Thereafter a period of 7 years is being proposed for the License Period.

Sl No	Milestones	Brief Description of Deliverables	Timeline
1	Inception report	Detailed site survey report including infrastructure requirement analysis, hardware deployment plan, recommended action plan to address the gaps, phase wise location distribution etc. Project Plan including resource deployment, Communication plan, Risk management plan, Information Security and Business Continuity, Sensitization & Training Plan, Operations management plan etc.	T+ 15 Days
2	Requirement Study	Architecture and design for the proposed solution, Submission of FRS, SRS including Solution Architecture, Application Design Documents (HLD & LLD) of the proposed system, Integration report for external applications	T+ 1 Month
3	Pilot Completion	All required systems are developed, deployed and successfully validated for 3 BRTS stops & one City bus route at least.	T+ 2 Months
4	Phase I Completion	All required systems are developed and deployed and successfully validated for all BRTS & City bus routes.	T + 4Months
5	Phase II Completion	All required systems are developed and deployed and successfully validated for all IMC's Marchant Services and Other Non-IMC Services (at least 3 types of services need to be covered).	T1 = T+ 8 Months
6	Project O & M phase from the date of Go Live (T1).		84 Months from the Go-Live

*T is Contract Signing Date

Other Terms & Conditions

1. No advance payment shall be made.
2. The Bidder's request(s) for payment shall be made to the AUTHORITY in writing, accompanied by an invoice describing, as appropriate, Acceptance certificate of services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
3. The request for payment shall be made to the AUTHORITY in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
4. Due payments shall be made promptly by the AUTHORITY, generally within 30 (Thirty) days after submission of an invoice or request for payment by successful bidder after Approval & Sign Off of the Milestone by AUTHORITY.
5. All remittance charges shall be borne by the successful bidder.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
8. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of SI.
9. It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. All adjunct / ancillary hardware, software, equipment, services shall be construed to have been included in the Bid, whether specifically mentioned or not in the RFP / BOM.

C. Terms of License

1. Selected Bidder shall undertake project on Built, Operate and Transfer basis.
2. Selected Bidder shall invest in City Payment Card Project Infrastructure including all required hardware and software and also undertake scope of work specified in in RFP during the License Period.
3. Selected Bidder 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 for first Request Order. Provided 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").
4. Authority shall issue separate Request Order specifying the quantities of Hardware to be commissioned along with Project Site/Authority's Premises for different services. For instance, separate Request Order for different Smart City/IMC services shall be issued. For hardware units, over and above as mentioned in BoQ, if requested in Request Order, Authority shall pay/ adjust

the charges of such devices based on charges specified in detailed breakup by the bidder. Such request shall be in writing specifying number of hardware units and locations in which it is to be supplied and implemented (*“Request Order”*). Request Order shall be implemented within the Lead Time specified in Draft License Agreement.

5. Authority shall provide the Selected Bidder with the access to the site and the necessary ground level infrastructure such as space and electricity for the Selected Bidder’s equipment deployment in Authority’s premises.
6. The Bidder is required to quote the percentage (if any) of income generated from the co-branded card based transactions in AUTHORITY’s Services, which Authority shall share with Selected Bidder as per the Financial Bid submitted online.
7. The Bidder is expected not to charge any charges to citizens for card including personalization (except for re-issuance in case of damaged/ lost card). It is preferred that bidder shall absorb the cost of card personalization. In case card personalization charges cannot be borne by bidder, same should be quoted to ISCDL as part of financial bid submitted online. It is to be noted that the bidder cannot charge for card personalization any amount/any additional amount other than the one mentioned in Financial Bid.
8. The Bidder is expected to share revenue with the Authority, generated from the cobranded card transactions from non-ICCC eco-system. The bidder need to provide details of Revenue to be shared with ISCDL for seven years along with NPV calculated using 10% rate of discounting factor as part of financial bid submitted online.
9. The eligible and qualified Bidder scoring the highest total financial score shall be considered the Selected Bidder as per the terms of this RFP.
10. The payment to the Selected Bidder shall start after the issuance of Project Acceptance Certificate. It is clarified that Payment of only those services shall start for which Smart Card Eco system is implemented. For example, Payment for the card based transaction in Library shall start only upon implementation of Smart Card Eco system in Library. Such Payment shall be made on Monthly basis.
11. The Revenue sharing by selected bidder to the Authority shall start from year 1 from the date of signing of the agreement.
12. Selected Bidder 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. Defect Liability Period for Hardware and software is 7 years.
13. At the end of the License Period or earlier Termination of Contract due to Selected Bidder Event of Default, the Selected Bidder shall transfer ownership of all Hardware, database, Standard third party software Licenses, source code,

APIs, customized software developed for City Payment Card Project except its proprietary Hardware and Software to Authority at no cost to Authority.

14. In case of Termination due to Selected Bidder's Event of Default, the Authority shall have right;

- To forfeit the Performance Guarantee in full.
- To appoint another Bidder.

In such case, the Selected Bidder shall not be obliged to pay any further share of gross revenue generated from Non-Authority's Merchant.

15. Performance and fulfillment of its roles & responsibilities and obligations as per the provisions specified in Draft License Agreement.

Annexure 1 - Guidelines for Pre-Qualification Proposal

Annexure 1.1 - Checklist for the Pre-Qualification Proposal

S No.	List of Documents	File Name / Reference Page No.	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Consortium Agreement (in case of consortium) As per format provided at Annexure 1.5			Name of Lead Member: Name of Consortium member: Date of Agreement:
5.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
6.	Valid supporting to validate the Pre-Qualification Criteria (PQ 1) of Section 1.4.5.			Registration Number: Date of Incorporation:
7.	Valid supporting to validate the Pre-Qualification Criteria (PQ 2) of Section 1.4.5.			Year-wise details of Net worth:
8.	Valid supporting to validate the Pre-Qualification Criteria (PQ 3) of Section 1.4.5.			Proof / Undertaking
9.	Valid supporting to validate the Pre-Qualification Criteria (PQ 4) of Section 1.4.5.			Certificate Issuing Agency: Valid till:
10.	Valid supporting to validate the Pre-Qualification Criteria (PQ 5) of Section 1.4.5.			Local Office Address / Undertaking Details

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S No.	List of Documents	File Name / Reference Page No.	Submitted (Y / N)	Description
11.	Valid supporting to validate the Pre-Qualification Criteria (PQ 6) of Section 1.4.5.			Self-Certificate Details
12.	Valid supporting to validate the Pre-Qualification Criteria (PQ 7) of Section 1.4.5.			Client Name: WO/Contract Date: Client Certificate Date;

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

Executive Director

Indore Smart City Development Limited (ISCDL)

Indore, Madhya Pradesh

Subject: Bid for *“Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL”*

NIT No: -----

Dear Sir,

With reference to your *“Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL”*, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

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- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes (excluding GST), duties, levies, discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
 - i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	EPF Registration No	
7.	Company's GST Registration No.	
8.	Company's Permanent Account Number (PAN)	
9.	Company's Revenue for the last 3 years (Year wise)	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
11.	Telephone number of contact person:	
12.	Mobile number of contact person:	
13.	Fax number of contact person:	
14.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

Annexure 1.4. - Format to Project Citation

Item	Details	Attachment Ref. Number
Name of the project		
Client for which the project was executed		
Country (in which executed)		
Name and contact details of the client		
Project Details		
Description of the project		
Scope of services		
Outcomes of the project		
Number of cards issued/customers enrolled for service		
Multiple instruments used for same purpose (prepaid/debit/credit, mobile, RFID etc.)		
Other Details		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months, start date, completion date, current status)		
Other Relevant Information		
Details such as number of city-wide payment services catered, number of retail merchants, co-branded partners, loyalty program, Top-Up Channels, PCI DSS Compliant payment, Central Clearing House, Card Management System etc.		
Letter from the client to indicate the successful completion of the projects (if any)		
Copy of Work Order/Agreement		

Note: The Bidder is required to use the same format for all the projects referenced by the bidder for the Pre-Qualification criteria and Technical Evaluation Criteria.

Annexure 1.5 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2020 at [Place] among _____ (hereinafter referred to as "____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "____") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS ISCDL, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL:**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the "**Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL**" as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "**Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL**" and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

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- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the Authority.
- c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 - Party A: _____
 - Party B: _____
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Indore shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part)

Witness:

i. ____

ii. ____

Annexure 2. - Guidelines for Technical Proposal

**Annexure 2.1 - Check-list for the documents to be included in the
Technical Proposal**

S No.	List of Documents	Name of File / Reference page no.	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Project Implementation Approach As per Annexure 2.3			-
3.	OEM Authorization Form As per format provided at Annexure 2.4			OEM Name: Date:
4.	Proposed Equipment/Solution Data Sheets As per Annexure 2.5			
5.	Other OEM Supporting's as per Section 1.4.7 of the RFP Vol 1			
6.	Valid supporting to validate the Pre- Qualification Criteria (TQ 1) of Section 1.4.6.			Client Name: WO/Contract Date: Client Certificate Date;
7.	Valid supporting to validate the Pre- Qualification Criteria (TQ 2) of Section 1.4.6.			Client Name: WO/Contract Date: Client Certificate Date;
8.	Valid supporting to validate the Pre- Qualification Criteria (TQ 3) of Section 1.4.6.			Client Name: WO/Contract Date: Client Certificate Date;
9.	Valid supporting to validate the Pre- Qualification Criteria (TQ 4) of Section 1.4.6.			
10.	Valid supporting to validate the Pre- Qualification Criteria (TQ 5) of Section 1.4.6.			Client Name: WO/Contract Date:

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S No.	List of Documents	Name of File / Reference page no.	Submitted (Y / N)	Description
				Client Certificate Date;
11.	Valid supporting to validate the Pre-Qualification Criteria (TQ 6) of Section 1.4.6.			Client Name: WO/Contract Date: Client Certificate Date;

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Executive Director
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Sub : Request for Proposal for “ _____ ”

NIT No: -----

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “ _____ ”

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in “ _____ ”, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and ISCDL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ISCDL.

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

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Annexure 2.3 - Project Implementation Approach

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

1. Understanding of requirement and Implementation approach
 - Understanding of requirements
 - Proposed Architecture and its components for Smart Card Eco 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
 - Work Plan & its adequacy
2. Project Management Plan, Work Plan including tie up with capable Technical Partner
3. USP of proposal in terms of followings
 - Approach in increasing penetration of City Payment Card Project through loyalty program and other innovations - Marketing Plan
 - Innovation in Technology, Design
 - Existence in Indore in terms of customer base, PoS volume, loyalty brand associations
4. Timelines
5. Project Risk Identification and Mitigation Strategies
6. Relevant Experience highlighting Open Loop projects, Number of cards issued, volume of transactions and usage of multiple instruments in transport/ ULB/ non-banking services

Note:

- All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.

Annexure 2.4. - Format for OEM Authorization

(This form has to be provided by the OEMs of the products proposed)

Date:

To,

**Executive Director
Indore Smart City Development Limited
Indore, Madhya Pradesh**

RFP Ref: <-->

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the entire duration of the contract from the date of Submission of the Bid.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Annexure 2.5 - Format for Proposed Equipment/Solution Data Sheets

#	Proposed Equipment/Solution	Documents	Remarks (If any)
1.	Name of Product/ Solution offered		
2.	Name of OEM		
3.	Model with Detailed Technical Datasheets /Manufacturer's Authorisation	Data Sheets	
4.	Quality Assurance	Details of the Bidders internal quality assurance activities and international certifications	
5.	Roles & Responsibility of proposed Product/ Solution		

Annexure 3 – Guidelines for Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Executive Director
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Subject: Bid for the _____

NIT No: -----

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Agreement & in conformity with the said bidding document for the same.

- i. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of taxes/duties/levies (excluding GST) as mentioned in the financial bid (BoQ).
- ii. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- iii. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- iv. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by ISCDL;
- v. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
- vi. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- vii. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- viii. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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based City Payments System for ISCDL**

ix. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.mpeproc.gov.in)

NIT No: -----

_____ (Inclusive of all taxes, duties, levies but excluding GST)

Percentage of income generated from the co-branded card-based transactions in IMC Merchant Services which ISCDL/Authority shall share with Selected Bidder.

Table-A: Transaction Cost to be paid by IMC/ISCDL & Cost of Card Personalization (if any)	
Parameter	Quote of the Bidder
Percentage of transactional charges charged to Authority (%)	<to be filled online only>
Per card personalization charges (INR)	<to be filled online only>

Table-B: Revenue Share by the Bidder to IMC/ISCDL							
Revenue	Year <to be filled online only>						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Revenue share for the Authority R_t (INR) {where $t=1$ to 7}							
Total Revenue share with Authority over license period (INR)	R_t {where $t=1$ to 7}						
NPV (INR) = $R_t / (1+i)^t$ {for $t=1$ to 7}							

Notes:

- a) The rate of discounting factor (i) shall be 10% for determination of NPV and all amounts should be in INR.
- b) The rates quoted online in Financial Proposal Annexure 3.2 shall be exclusive of GST but inclusive of any other directly or indirectly applicable taxes. Any deviations due to change in the rate of directly applicable taxes and duties except GST would be Liability of the Selected Bidder.

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- c) 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.
- d) Evaluation of Financial Proposal shall be carried out as per the method specified in this RFP.
- e) Selected Bidder shall have to provide revenue model as per direction of the Authority.
- f) The payment to the Selected Bidder will be made monthly on the basis of invoice raised against the “Percentage of income generated from the co-branded card-based transactions in IMC Merchant Services which ISCDL/IMC shall share with Selected Bidder” and “Per card personalization charges (INR)”. The Revenue Share by the Selected Bidder to ISCDL declared as per Table-B for the year, will also be made as equal monthly payments to the AUTHORITY.
- g) The Revenue Share for the Authority Rt (INR) quoted in the above format will be considered as final amount payable to IMC/ISCDL by the selected bidder irrespective of actual revenue generated by the selected bidder.

**Annexure 4 - Format for Declaration by the bidder for not being
Blacklisted / Debarred**

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Executive Director
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

NIT No: -----

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, ISCDL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure 5 - Format of sending pre-bid queries

NIT No: -----

Bidder's Request for Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

Annexure 6 - Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL”**, including signing and submission of all documents and providing information / responses to the ISCDL, representing us in all matters before ISCDL, and generally dealing with the ISCDL in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.

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- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

ISCDL has invited Bids from interested companies for **“Request for Proposal for Selection of Financial Institution for National Common Mobility Card (NCMC) based City Payments System for ISCDL (“Project”).**

Whereas, -----, and (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/sshall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries,

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submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the ISCDL and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the ISCDL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

.....20

For

(Name & Title)

Witnesses:

1.

2.

(To be executed by the Member of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder :

Annexure 7 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Audited Financial Years (2016-17, 2017-18, 2018-19).

Financial Information				
Financial Year	3rd Last Financial Year	2 nd Last Financial Year	Last Financial Year	Last Financial Year
Annual Turnover (in INR)				
AVERAGE ANNUAL TURNOVER				
Note: Annual turnover should be supported by Audited Balance Sheet and certified by Statutory Auditors.				

Annexure 8 – Format for Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

**Executive Director
Indore Smart City Development Limited
Indore, Madhya Pradesh**

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 Indore Smart City Development Limited (ISCDL) (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 Indore Smart City Development Limited (ISCDL), to (NAME OF SERVICE) (Hereinafter called “the National Common Mobility Card (NCMC) based City Payments System Project Selected Bidder”) for execution of the National Common Mobility Card (NCMC) based City Payments System Project.

3. AND WHEREAS the National Common Mobility Card (NCMC) based City Payments System Project Selected Bidder is required to furnish a Bank Guarantee for the sum of INR _____) towards Performance Guarantee for the said National Common Mobility Card (NCMC) based City Payments System Project.

4. AND WHEREAS _____ (Name of Bank) have, at the request of the National Common Mobility Card (NCMC) based City Payments System Project Selected Bidder, 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 National Common Mobility Card (NCMC) based City Payments System Project Selected Bidder.

(b) That any account settled between the ISCDL and the Selected Bidder 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 National Common Mobility Card (NCMC) based City Payments System Project Selected Bidder/Selected Bidder 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 City Payment Card Project Selected Bidder fails or refuses to enter into the License Agreement within the time limit specified in the Letter of Acceptance.
- (ii) If the Selected Bidder fails to perform its obligations under the License Agreement to be entered into between ISCDL and the Selected Bidder pursuant to issuance of Letter of Acceptance by ISCDL to Selected Bidder.

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

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

Annexure 9: Draft License Agreement

This agreement made on the <Day> day of <Month, Year> between the Executive Director of the Indore Smart City Development Limited, Nehu Park Campus, Indore 452003 (hereinafter called the “**Authority**”) of the FIRST PART and _____ (Name of Bidder) having its registered office at _____ (Address of the company where registered) (hereinafter called “**Successful Bidder**” of the SECOND PART) through < Name of Authorized Representative>, < Designation > empowered to sign and execute the agreement as the SECOND PART which shall include successors assigns.

Whereas the FIRST PART the Authority is desirous in view of a tender (bid) notice no. <-----> that the services/equipments/devices as per the financial quote in the proposal submitted by the bidder should be provided by the SECOND PART. <<Approving authority>> of the Authority by its resolution no. <> dated <> has accepted a tender of the Successful Bidder for the work of National Common Mobility Card (NCMC) based City Payments System Project for the sum of Rs. <-----> + GST for a period of 7 years with this agreement for <-----> percentage of income generated from the co-branded card based transactions in IMC Merchant Services and Per card personalization charges of INR ____.

SECOND PART agrees to share _____ (INR) total revenue with FIRST PART the Authority over license period of 7 years as submitted in Financial Proposal.

AND WHEREAS the work has been awarded to the SECOND PART vide letter <>, dated <>.

AND WHEREAS the SECOND PART has agreed for National Common Mobility Card (NCMC) based City Payments System Project vide its bid.

Now this agreement witnessed as follows:

1. The following documents shall be deemed to form part and be read and considered as part of this agreement. viz

- a. The said Request for Proposal – <-----> of the FIRST PART.
- b. Addendum & Corrigendum to the RFP (if any)
- c. Technical and Financial Proposal submitted by the SECOND PART
- d. LOA issued by FIRST PART
- e. Non-Disclosure Agreements

2. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinabove referred to.

3. The SECOND PART will deliver the Scope of Work/Services as detailed in the RFP <-----> and Addenda & Corrigenda there to.

4. In consideration of the payments to be made by the Authority, the FIRST PART to the Successful Bidder, the SECOND PART as hereby covenants with the Authority to provide services and deliverables in conformity to the bid documents referred as per the RFP. In case of failure of the Successful Bidder to deliver the products/services, the Authority is authorized to get the work done from third party at the cost and risk of the SECOND PART.

5. The Authority and the Successful Bidder shall make payments to either party in accordance with the provisions of the Request for Proposal. All other terms and conditions shall be as per the RFP.

7. The contract shall be governed by the Laws in India and shall be subject to the **Jurisdiction of Indore, Madhya Pradesh.**

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 Indore.

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based City Payments System for ISCDL**

In presence of:

1. Witness _____

Name _____

2. Witness _____

Name _____

For and on behalf of

(< Name >)

Designation of Authorized Representative

Indore Smart City Development Limited

(< Name >)

Designation of Authorized Representative

Indore Smart City Development 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 Indore Smart City Development Limited in the presence of

1. _____

2. _____

Authorized Persons of ISCDL

Annexure 10: Bill of Quantities

[Note: Must be submitted online, not to be sent physically]

This section comprises of Bill of Quantities required in each service area. The Bidder shall have to provide rates, make and Models for each BOQ item along with overall project cost estimated for 7 years. The details must be submitted online.

For BRTS and City Bus, following validators/ PoS are being installed by AFC vendor. The Successful Bidder needs to update the kernel and get it certified in coordination with AFC vendor. Below are the number of validators and PoS being installed at BRTS and city bus;

S No	Item	No of Units
1	Point of Sell Machines at BRT Bus Stations (POS)	25
2	Station card validator for access barriers to be installed on flap gates/barrier at BRT Bus stations – Hardware Component	150
3	ETM Handheld/ETM with printer for barcoded ticket issuance and reader, Valuator for smartcard readers for Feeder City Buses	406

For other use cases like, bill payments, pay & park facilities, membership-based use cases etc. it would be Bidder’s responsibility to provide PoS/Validators. Also, for the period of contract, Bidder would be responsible to integrate the validators for any new developments initiated by ISCDL against Smart City initiatives within the scope of current contract.

Card readers, printers and POS machines need to be installed for the services provided by IMC located in various parts of Indore. Over the years, the total number of units providing these services is expected to grow taking various factors into account. Based on this assumption, cost quoted by Bidder in BOQ would be considered by Authority for any additional quantities over and above mentioned in BOQ as and when requested by Authority through Request Order. Hardware supplies to services like hawkers, hotels, shops and malls, and auto-rickshaws is outside IMC purview.

Card forecasting is done based on the assumption that growth rates will be different for different years based on the adoption cycle of the market. This considers that in the initial two years, there will be early adopters (assumed 0.1% of the population in 2020) willing to try the new service while the service itself may face some hiccups and hence market will see a slow growth rate. While for 3-5 years, there will be a steep growth and for the 6th and 7th year, the market will tend to saturate with still a small growth rate as the population will have risen by then. Bidder may come up with its own forecasting model for computation of its financial bid.

**Total Combined Bills of Quantities for National Common Mobility Card based
Common City Payment Project**

The Bidder shall have to provide rates, make and Models for each BOQ item along with O&M costs for year-1 to year-7 online only. It is to be noted that rates of the BoQ items **shall not be taken in financial Proposal Evaluation but** will be considered at a later stage when additional requisition has to be given by the Authority. The specifications of the BOQ items need to be attached with **Annexure 10**.

Table A: Estimated Project Cost

Items	Cost (Rs.) (Inclusive all taxes)
Overall Project Cost estimated for entire contract period (Go-Live + License Period)	

Table B: Break-up of the Project Cost

#	Item	Make / Model	Quantity	Rate per unit (Rs.)	Tax (Rs.)	Amount (Rs.)	O&M Cost in INR (inclusive of Taxes)							
							Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	Hardware Items													
1	POS machines with functionality to pay, to map & read IMC domain system info. to/from card and to top-up card		50											
2	Wireless POS machines (with battery backup) with functionality to pay		120											
3	Validator at Entry and Exit gates of "members only"		5											
4	RuPay Compliant Smart Cards		6,00,000											

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#	Item	Make / Model	Quantity	Rate per unit (Rs.)	Tax (Rs.)	Amount (Rs.)	O&M Cost in INR (inclusive of Taxes)							
							Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	Software items													
1	Card Management System		1											
2	Clearing House Solution		1											
3	Web portal - Internet Payment Gateway		1											
4	Mobile App		1											

Notes:

1. Apart from the above stated quantity, necessary infrastructure at approx. 500 service delivery touch points to be setup by the selected bidder (in addition to IMC offices).
2. The printing facility including consumables must be provided by the bidder at every POS terminal either incorporated in validator or attached printer for ticket issuance and receipt generation. The BOQ for such items needs to be provided by the bidder.
3. Any other item specified in RFP Vol 2 and not mentioned in herein above shall also be considered as part of Bills of Quantities. The Bidder shall have to mention rates of such line items separately in the online financial bid form.
4. It is to be noted that rates of the BoQ Hardware items (EMV Compliant Smart Cards excluded) and O&M shall not be taken in Financial Proposal Evaluation. These rates will be used for additional quantities over and above mentioned herein as and when requested by Authority through Request Order. However, no separate Request Orders will be issued for 'EMV Compliant Smart cards' and 'POS machines for add value, card issuance and Ticket issuance' by the Authority and it is solely Selected Bidder's responsibility to issue more cards in future and develop the Smart Card Eco System.

END OF DOCUMENT