

RFP for Selection of Financial Institution for Open Loop Smart Card Common City Payments System



**Surat
Municipal
Corporation**



Selection of Financial Institution for Providing Smart Card Based Eco System for Unified City Payments Including Mobility, Recreational and Amusement Areas of SMC, Municipal Bills, Utility Payments, Retail and Other Payments within Surat City

PART 1 – INSTRUCTIONS TO BIDDERS SECTION AND DRAFT LICENSE AGREEMENT



Invited by
Surat Smart City Development Limited

115, Smart City Cell, Surat Municipal Corporation,
Muglisara, Main Road, Surat – 395003, Gujarat

RFP No.: SSCDL-CityPaymentCard-RFP-01-2016

Last date (deadline) for online Price Bid Submission: 15.12.2016

Last date (deadline) for Technical Bid Submission: 19.12.2016

DISCLAIMER

This RFP is being issued by the Surat Smart City Development Limited (hereunder called "Authority"/"SSCDL") for inviting tenders to shortlist Financial Institutions for providing smart card based eco system for unified city payments including mobility, recreational and amusement areas of SMC, municipal bills, utility payments, retail and other payments within Surat City.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

The parties to whom this invitation is extended are not mandated under any agreement, made here, to bid. Responding to this invitation will be their sole commercial decision. Such decision will entail risks, responsibilities and rewards as described in this RFP. It is deemed that a party /institution choosing to respond by way of a bid, in general, is accepting them.

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

The Authority reserves the right not to proceed with the selection process at any stage or to change the process or procedure to be applied in a fair and transparent manner. It also reserves the right to decline to discuss the process further with any party submitting a proposal/Bid. No reimbursement of cost of any type shall be paid to persons, entities submitting a bid/proposal.

SSCDL shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. SSCDL reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidders would be selected based on the criteria mentioned in this RFP. Only the Price Proposal of Qualified Bidders as per RFP terms would be opened. The date of opening of Price Proposal will be communicated to qualified bidders later.

NOTICE INVITING REQUEST FOR PROPOSAL



Surat Smart City Development Limited (SSCDL)
115, Smart City Cell, Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.
**Notice Inviting RFP for Selection of Financial Institution for
Open Loop Smart Card Common City Payments System**
[RFP No.: SSCDL-CityPaymentCard-RFP-01-2016]



This RFP Document is being published by the Surat Smart City Development Ltd (SSCDL) for the selection of financial institution for providing smart card based eco system for unified city payments including mobility, recreational and amusement areas of SMC, municipal bills, utility payments, retail and other payments within Surat city.

Bid Fee (Non-refundable)	INR 18,000 (Eighteen Thousand Rupees Only) by Demand Draft or Banker's Cheque
Date of Issue of the Bid Document	22/11/2016
Last date for Submission of Online Queries	By e-mail to it@suratsmartcity.com on or before 29/11/2016 16:00 hrs
Date, Time and Venue of Pre-Bid Meeting	01/12/2016 at 12:00 hrs at SMC-HQ, Muglisara, Main Road, Surat - 395003, Gujarat
Price Bid Submission	To be submitted online only on https://smc.nprocure.com on or before 15/12/2016 up to 18:00 hrs
Technical Bid Submission (in Hard Copy) Filled-in Technical Bid along with Bid Fee, EMD, Solvency Certificate and other documents.	In sealed envelope strictly by RPAD/Postal Speed Post on or before 19/12/2016 up to 18:00 hrs. to the ant, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat.
Earnest Money Deposit (EMD)	INR 20,00,000/- (Rupees Twenty Lakhs only)
RFP Document Availability	https://smc.nprocure.com , http://suratsmartcity.com , https://www.suratmunicipal.gov.in

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

General Manager (IT)
Surat Smart City Development Ltd.

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DEFINITIONS

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

1. **"SSCDL" or "Authority"** means the Surat Smart City Development Limited and shall include its authorized successors and assigns at all times.
2. **"SMC"** means Surat Municipal Corporation.
3. **"SMC Premises"** shall include BRTS Buses, BRTS Terminals, Library, Multilevel & Other Pay and Park, City Bus, Civic City Centre, Integrated Ward Office, Gardens, Nature Park, Gopitalav, Science Centre, Water Sports, Auditorium, Aquarium, Amusement Park, Surat Wi-Fi, Swimming Pool, SMC offices, Mobile Van, SAFAL, Anganwadi, SMC owned Hospitals and Urban Health Centres.
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 of Hardware and Software Units specified in Request Order. The Authority shall issue Go Live Certificate separately for each Request Order.

11. **"Deadline for Submission of Bids/ Proposal"** or **"Proposal Due Date /Bid Due Date"** shall mean the last date and time for receipt of Bids as set forth in 'Invitation for Proposal' of this RFP or such other date / time as may be decided by SMC 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 SSCDL and the Successful Bidder for to develop, design, engineer, procure, install and maintain the City Payment Card Project during the Contract Period. The Draft License Agreement is specified in Appendix-6 of this RFP. 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 SSCDL 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 SSCDL 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.
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 Appendix thereto and Scope of Services and Technical Specification specified in Part-2 Scope of Services and Technical Specification Document.

21. **Technical Proposal Evaluation Criteria** shall have a meaning specified in clause 5.1 of this RFP Part-1.

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.

A. INTRODUCTION AND BACKGROUND

1. INTRODUCTION

1.1 ABOUT SURAT

Located in western part of India in the state of Gujarat, Surat is referred as the silk city and the diamond city. It has the most vibrant present and an equally varied heritage of the past. Surat is also known as economic capital of Gujarat and is having one of the highest growth rates amongst Asian cities. As per the Census 2011, it is the eighth largest city in the country with population of 4.48 million. On the scale of population growth, Surat is the fastest growing city in Asia and holds 4th rank in the world. On the economic front, Surat holds top most position with highest per house-hold income in the country. Surat City has consistently maintained high GDP growth rate of 12 to 13% and high per capita income.

The economic base of Surat consists of large chemical and petrochemical and natural gas based industries at Hazira established by leading industry houses such as ONGC, Reliance, ESSAR, and Shell. Surat is the biggest centre of MMF (man-made fibre) in India. The overall annual turnover is around 5 billion rupees (approximately USD 82 million). There are over 800 cloth wholesalers in Surat. Surat produces 9 million meters of fabric annually, which accounts for 60% of the total polyester cloth production in India. Textile and apparel industries offer major employment in this region. Surat region is a hub of diamond cutting and polishing industries. The city accounts for 90% of world and 99.9% of India's total rough diamond cutting and polishing. It also accounts for 90% of India's total diamond export.

Surat has practically zero percent unemployment rate and jobs are easier to get here due to very fast development of various industries in and around Surat City. Surat continues to be a favourite place for job seekers as people from all around the country flock in for business and jobs

Surat has also been selected as one of twenty Indian cities (in the first round of selection) to be developed as a smart city under Smart Cities Mission.

1.2 ABOUT SURAT MUNICIPAL CORPORATION

Surat Municipal Corporation is a local self-government which has come into being under the Bombay Provincial Municipal Act, 1949. It carries out all the obligatory functions and discretionary functions entrusted by the BPMC Act, 1949. It became one of the first municipalities of India in 1852 AD, and a municipal corporation in 1966.

Surat Municipal Corporation (SMC) has responded to the challenges of fastest population growth and high speed economic development by adopting the best urban management practices. The

administration of SMC with the help of the people and elected members of the city has transformed Surat to one of the cleanest cities of India. SMC has taken all necessary steps to make the city a better place to live with all amenities. SMC has taken up many path breaking initiatives and these efforts have been acknowledged at national and international level.

SMC has introduced a high-quality public transport through BRTS which has improved livability and contributed to economic development. At present, in Surat city there are 121 city buses & 44 BRTS buses in operation and work in progress for plying 72 BRTS buses and 575 City Buses within next quarter. SMC has finalized Master plan for induction of 2000 city buses and 300 BRTS buses, in the next 3 years. The current combined ridership of BRTS and City Bus is approx. 78,000 per day and is expected to grow more than 400% as per the master plan.

SMC has prudent and professional financial management. CRISIL has assigned its corporate credit rating of 'CCR AA-' to Surat Municipal Corporation (SMC) as part of mandate under JNNURM. The rating was the highest for ULB and it reflects SMC's healthy financial profile and prudent financial management capability backed by efficient revenue collection. The annual budget for the FY 2016-17 of Surat Municipal Corporation is Rs. 5317 crore.

1.3 ABOUT SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)

As per the Government of India's guidelines, Surat Municipal Corporation has formed a separate Special Purpose Vehicle (SPV) as Surat Smart City Development Ltd. (SSCDL) for the implementation of projects under the smart city mission for the city of Surat. This SPV shall carry end to end responsibility for vendor selection, implementation and operationalization of various smart city projects.

1.4 INTRODUCTION TO THIS BID PROPOSAL

SSCDL intends to invite proposals through this RFP. The Technical Bid along with EMD & Bid Fee is to be submitted in hardcopy whereas the Price Bid is to be submitted online on <https://smc.nprocure.com>.

1.5 VISION FOR CITY PAYMENT CARD ECO SYSTEM

Surat Municipal Corporation (SMC) has a unique vision to empower residents and visitors of Surat city to look at a new paradigm of payment and identification. The project which was trialed earlier now is gaining momentum and under the 'Smart Cities' initiative from government of India. The project named 'City Payment Card' is a unified payment and identification mechanism riding on the popularity

of contactless card technology. It aims to simplify the life for all residents and visitors of the city by addressing common issues such as lack of proper change while making payments, high queuing times at public places to access amenities and the need to carry multiple cards for identification, membership etc.

The Co-branded card itself would be available in two broad categories –Prepaid card and debit / credit card. The prepaid cards can be non-personalized general cards or personalized cards. Further, there should be algorithms embedded to ensure targeted benefits for groups such as students, senior citizens, EWS, SMC employees, tourists or other concession groups as defined by SMC from time to time. The card once issued would contain all pertinent information related to the cardholder and permit them to use the card for making payments and establishing identity and membership status at select facilities along with provision of mobile wallet for cashless electronic transfer and for card to card transfer. SMC also envisages concepts like cashback and rewards to accelerate the acceptance of these cards in the city.

To provide the best of services to the residents and visitors, SMC wants to attract the best of talent from leading financial institutions who have rich experience in running similar initiatives. The implementation plans hence would be tendered and the party which meets all relevant requirements with the highest total financial score would be awarded the contract. The parties who respond to the RFP are expected to manage the entire program end-to-end including supply of manpower, related equipment including printers, access control gates, etc.

The AFCS for BRTS and City bus has been awarded to NEC Corporation. IBM has been chosen as the Project Management Consultant (PMC) by SMC for the project.

1.6 SCOPE OF WORK

The brief scope is specified below. Detailed scope is presented in Part 2: Scope of Services and Technical Specifications Document of this RFP document. It is to be noted that the roles & responsibility of FI will be inclusive but not limited to the following. The FI will be required to carry out all activities and perform roles & responsibility to meet the objective of the Open Loop Smart Card Common City Payment System. It is the responsibility of Bidder to abide by all RBI mandated guidelines apart from any other government guidelines if any, over and above RFP mentioned terms and conditions.

1.6.1 Design, Development, Procurement, Issuance, Supply, Integration, and Implementation of City Payment Card Project

- (i) Design, development, procurement, issuance, supply, integration, and implementation of Open Loop EMV Compliant smart card based citywide common payment solution to following SMC services:

Services to be Covered	Nodal Agency/ Department in SMC
Bus Rapid Transit System (BRTS)	BRTS
City Bus Services	Traffic
Library	Municipal Library
Swimming Pool	Housing
Gardens	Public Parks and Garden, Zone Office
Nature Park	Market
Pay and Park	Traffic
City Civic Centre, Integrated Ward Offices, Mobile Van & Field Payment Collection	Zone Offices
Gopitalav	Housing
Science Center	Science Center
Hospitals & Urban Health Centers	Health
Water Sports	Housing
Amusement Park	Housing
Aquarium	Market
Surat Wi-Fi	Information Systems Department
SAFAL	Urban Community Development (UCD)
Affordable Housing Scheme	Affordable Housing

The above-mentioned services list is indicative and SMC may add/ remove any service to the above list in future in consultation with the successful bidder.

It is to be noted that SMC has selected a Service Provider for AFCS for BRTS and City Bus Services separately. The scope of Selected Bidder shall include card based services along with L2 kernel application development followed by certification of devices by applicable agency jointly with AFCS service provider.

The scope shall also include all custom clearance, handling, and inland transportation of all Hardware/Software under this Contract, till the time the equipment is installed at Project site and all tests completed.

The Bills of quantities required for above services are specified in Appendix 6.

- (ii) The City Payment Card project shall comprise the Hardware and Software items specified hereunder.

Services	Hardware
Library (2)	<ul style="list-style-type: none"> - Co – branded personalized cards acting as membership cards - POS machines with functionality to pay, to map & read membership details to/from card and to top-up card
Swimming Pools (15)	<ul style="list-style-type: none"> - Co – branded personalized cards acting as membership cards - POS machines with functionality to pay, to map & read membership details to/from card and to top-up card - Turnstile with validator at Entry and Exit gates of “members only” Pool Area
Gardens (Botanical Garden, NFI)	<ul style="list-style-type: none"> - Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay
Multi-level Parking & other Pay & Parks (35)	<ul style="list-style-type: none"> - Co-branded Personalized/ Non Personalized cards - POS machines with functionality to pay
City Civic Centers (19)	<ul style="list-style-type: none"> - Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay, to map & read SMC domain system info. to/from card and to top-up card
Integrated Ward Office (80)	<ul style="list-style-type: none"> - Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay, to map & read SMC domain system info. to/from card and to top-up card
Mobile Van	<ul style="list-style-type: none"> - Co – branded cards - POS machines with functionality to pay
Nature park	<ul style="list-style-type: none"> - Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay
Science Center	<ul style="list-style-type: none"> - Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay
Aquarium	<ul style="list-style-type: none"> - Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay
SMC Offices	<ul style="list-style-type: none"> - Personalized cards for all SMC employees (17,000 approx.) and Anganwadi
SAFAL	<ul style="list-style-type: none"> - Surat Action for Augmenting Livelihood – Personalized cards for all service providers in SAFAL to enable online card to card transfer from service seekers
BRTS	<ul style="list-style-type: none"> - Co-branded cards - Personalized cards as pass
City Bus Services	<ul style="list-style-type: none"> - Co-branded cards - Personalized cards as pass
Affordable Housing Scheme	<ul style="list-style-type: none"> - Personalized cards for all beneficiaries under affordable housing scheme

Field Payment Collection	- Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay
Gopitalav, Water Sports, Amusement Park	- Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay
Hospitals & UHCs	- Co – branded Personalized/ Non Personalized cards - POS machines with functionality to pay

Software across all services

- **Card Management System**
- **Clearing House Solution Software**
- **Validators/ acquiring terminals software components**
- **Web portal with Internet Payment Gateway**
- **Payment Wallet /Mobile App**
- **Security/Firewall etc.**
- **Integration with SMC domain systems (where exist) like library management system, access management system, property tax system, etc.**
- **Interface/ console to SMC to declare schemes to define charges or concession groups**
- **Grievance handling and customer support system**

The Selected Bidder shall adhere to the detailed Scope of Work, Technical Specifications and functionalities of each component of City Payment Card Project provided in Part 2 : Scope of Services and Technical Specification Document of this RFP document.

- (iii) Selected Bidder shall at its sole discretion undertake the implementation of City Payment Card Project at following places outside the SMC frame work.
- Utility Payments such as Electricity, etc.
 - Retail /merchant/Grocery outlets/ Hawkers/ Hotels/ Private Hospitals/ Shops & malls
 - Other mobility vendors like auto rickshaws/ taxi
- (iv) Selected Bidder will be responsible for installation, integration, initialization and startup of the Hardware and software supplied by it.
- (v) Selected Bidder will undertake Card Personalization Task.
- (vi) Selected Bidder shall also ensure interoperability of Co-Branded Cards on water sports, Gopitalav, Amusement Park and outside SMC network using the open standard common specifications.

1.6.2 Providing Interfacing protocols, APIs of Card Management System, Central Clearing House and Smart Cards for integration with Transit AFC

- (i) Selected Bidder shall provide/share all required APIs and interfacing protocols of Card Management System, Central Clearing House and Smart Cards to AFC vendor in order to facilitate integration with Transit AFCS and other domain systems of SMC.

- (ii) AFC vendor shall undertake Integration Responsibilities with Selected Bidder's Card Management System, Central Clearing House, and Smart Cards whereas Selected Bidder shall facilitate such integration by providing any support required apart from sharing of required APIs and Interfacing Protocols.
- (iii) Selected Bidder shall establish the real-time connectivity of AFC Data centers/Servers and domain system servers with Bank's Central Clearing House Servers /data centers for sending details/information pertaining to card based transaction.
- (iv) Selected Bidder shall have to ensure timely sending of transaction settlement data from its Central Clearing House servers to AFC vendor's servers residing in Control Center for reconciliations of transactions settled. Bank shall undertake complete reconciliation responsibilities.
- (v) Necessary integration with AFCS provider's mobile app for QR code based tickets.

1.6.3 Providing Interfacing protocols, APIs of Card Management System, Central Clearing House and Smart Cards for integration with SMC domain systems

- (i) Selected Bidder shall provide/share all required APIs and interfacing protocols of Card Management System, Central Clearing House and Smart Cards to SMC domain system in order to ensure all non-payment use cases are implemented.
- (ii) Selected Bidder shall undertake Integration Responsibilities with SMC and shall facilitate such integration by providing any support required apart from sharing of required APIs and Interfacing Protocols.
- (iii) Selected Bidder shall establish the real-time connectivity of SMC Data centers/Servers and domain system servers with Selected Bidder's Central Clearing House Servers /data centers for sending details/information pertaining to card based transaction.
- (iv) Selected Bidder shall have to ensure timely sending of transaction settlement data from its Central Clearing House servers to SMC's data servers for reconciliations of transactions settled. Selected Bidder shall undertake complete reconciliation responsibilities.

1.6.4 Transaction settlement, Cash Collection and Deposit

- (i) Selected Bidder shall undertake complete smart card based and cash based Transaction settlement and reconciliation responsibilities.
- (ii) Selected Bidder shall collect the cash at SMC Premises at the end of the day and/or the amount received from card based transactions done up to 11:00 PM and deposit into SMC's Merchant account on T+2 day (settlement). Where 'T' is date on which money collected.
- (iii) The Cash Collection timing shall be decided in mutual consultation between the parties based on requirement of respective department.
- (iv) The Cash Collection responsibility/business at SMC Service Points shall be transferred to the Selected Bidder after successful implementation of City Payment Card Project in all services including BRTS and City Bus (i.e. integration with AFCS). Up to this point, only City Payment Card based transaction shall be routed through the Selected Bidder.

- (v) For any delay in settlement of daily cash collection/card based transaction to SMC Merchant's accounts beyond T+2 days, the Authority reserves the right to deduct the Damages as amount by charging interest rates of **12% per annum** for any additional period for which cash settlement is delayed.
- (vi) Selected Bidder shall undertake reconciliation of cash collected and transaction reported. Selected Bidder shall have to provide explanation for any discrepancy found.

1.6.5 Establishing Marketing and Channels

- (i) Selected Bidder shall set up approx. 1000 card recharging, dispensing and/or municipal bill payment services through its network of service providers within the city limit. This could be set up at stores, side stores, grocery stores where users shall avail all card recharging and dispensing services such that citizens can find a PoS **within 500 meters throughout the city limit**. The idea is to spread the availability and thereby maximizing the use of the City Payment Card and it is expected that these touch points can be availed by citizens at a walkable distance across the Surat city.
- (ii) Setup of web-enabled and mobile-app based, card top-up with payment gateways and other banking channels.
- (iii) Offer mobile wallet for cashless electronic transfer.
- (iv) Develop and integrate with existing loyalty programs to maximize the use of City Payment Cards.

1.6.6 Maintenance and Management of Smart Card Eco System during Contract Period

Selected Bidder shall maintain and manage all Hardware and Software forming part of the City Payment Card Project during the Contract/License Period to ensure the availability of the Smart Card Eco System in accordance with the provisions of the Scope of Services and Technical Specification as per RFP, Service Levels specified in RFP and guidelines and specifications as may be stipulated time to time by the Authority.

1.6.7 Setting up Operation and Maintenance of Central Clearing House and other required central processing systems at its own locations during License Period

- (i) The Selected Bidder shall set up central systems (to install and host the required hardware and software of central system of City Payment Card Project) at its own locations and carry out centralized monitoring and supervision of Operation, Maintenance, and Management of City Payment Card Project during the License Period.
- (ii) The scope shall include centralized monitoring and supervision of operation and functionality of City Payment Card Project components (all hardware and software), handling ticketing related queries from commuters through help desk/call center, providing detailed MIS reports and other aspects as specified in RFP.

1.6.8 Ensuring resilience of City Payment Card Project

- (i) Selected Bidder shall ensure resilience of City Payment Card Project in case of any stoppages of failure as per the scope, Technical Specifications and Functionalities specified in RFP.
- (ii) Selected Bidder shall ensure smooth functioning of the system and make necessary provisions for business continuity and uninterrupted functioning of the system.

1.6.9 Customer support to resolve Co-branded smart card users' queries/issues

- (i) Selected Bidder shall establish customer care/call center in Gujarati, English & Hindi to support over, Phone, Internet for queries pertaining to card issuance, personalization, renewal, refunds, card not working in Non-transit environment, recharge or deduction related queries, expiry of cards customer account management and customer support with payment gateway.
- (ii) Whereas AFC Service Provider shall resolve the queries pertaining to card not working in transit system/deduction related queries in transit, the selected bidder to provide necessary support to AFC service provider.
- (iii) Selected Bidder, SMC and AFC Service Provider shall coordinate with each other to resolve the cards related queries.

1.6.10 Training and handholding support to SMC's Staff

- (i) Selected Bidder shall organize workshop for Senior Management officers of SMC on City Payment Card Project overview.
- (ii) Selected Bidder shall train the staff of the SMC/SMC deployed staff/AFC team for fare collection operations for SMC services. Such training shall include and not limited to loading, recharging, card issuance and other activities as directed by the Authority.

B. INSTRUCTION TO BIDDERS

2. GENERAL

2.1 BID AVAILABILITY & VALIDITY

Blank bid documents can be downloaded from the web site <https://smc.nprocure.com> up to the date and time mentioned in the Online RFP Notice SSCDL-CityPaymentCard-RFP-01-2016.

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Due Date/Bid Submission Date (the "**Proposal Validity Period**"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 2.5 in all respects.

2.2 NUMBER OF PROPOSALS BY BIDDER

A bidder cannot be a member of more than one bidding consortium. An individual firm applying as a single/lead bidder cannot at the same time be the member of any other consortium. No Bidder shall submit more than one Proposal pursuant to this RFP. If a Bidder submits or participates in more than one Proposal, such Proposals shall be disqualified.

2.3 GOVERNING LAW AND JURISDICTION

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

2.4 AUTHORITY'S RIGHT TO ACCEPT AND REJECT ANY PROPOSALS OR ALL PROPOSALS

- a) Authority reserves the right to accept or reject any Proposal and annul the bidding process/ Proposal Evaluation Process and reject any/all Proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Authority's action.
- b) Without prejudice to the generality of Clause (a), the Authority reserves the right to reject any Proposal/Bid if:
 - 1) at any time, a material misrepresentation is made or discovered, or
 - 2) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 3) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 4) Bidder submitted conditional Proposal/Bid.
- c) If such disqualification/ rejection occurs after the Proposals have been opened and the Selected Bidder as per award criteria gets disqualified / rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.5 EARNEST MONEY DEPOSIT (EMD)

- (a) Earnest Money Deposit (EMD) of amount Rs. 20,00,000 (Rupees Twenty Lakhs only) should be paid in the form of Demand Draft of any nationalized / scheduled banks, payable at Surat in the favour of the **"Surat Smart City Development Limited"**.

OR

50% amount shall be in the form of Demand Draft and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days beyond the original validity period for the bid.

- (b) Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount, form and validity period will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- (c) No interest will be payable by the Authority on the Earnest Money Deposit.
- (d) The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
- (e) The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof.
- (f) The EMD shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - i. If a Bidder submits a non-responsive Proposal;
 - ii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 8 of this RFP;
 - iii. If a Bidder withdraws its Proposal during the Proposal Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - iv. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by the Authority.
 - 3) to furnish the Performance Guarantee along with the signed copy of LOA; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Guarantee.

2.6 BRIEF DESCRIPTION

2.6.1 BIDDING PROCESS

(a) The Authority invites proposal through e-tendering process.

(b) **Submission of the Technical Bid**

The "Technical Bid" shall be put **in a large envelop having two separate envelopes containing**

- **Envelope-1:** Bid documents, Addenda & Corrigendum if any, duly filled Technical Bid along with all necessary supporting bid documents including solvency certificate and super scribed as **“Technical Bid”**.
- **Envelope-2:** Bid Fee and Earnest Money Deposit (EMD) and shall be super scribed as **“Bid Fee & EMD”**

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

Details to be mentioned on sealed envelop	
<p><u>Tender Details</u></p> <ul style="list-style-type: none"> • RFP No. SSDL-CityPaymentCard-RFP-01-2016 • Selection of FI for Open Loop Smart Card Common City Payments System • Last Submission Date: 19/12/2016 	<p>To,</p> <p>The Chief Accountant,</p> <p>Surat Municipal Corporation,</p> <p>Mahanagar Seva Sadan,</p> <p>Gordhandas Chokhawala Marg,</p> <p>Muglisara, Surat - 395 003,</p> <p>Gujarat, INDIA.</p>

The bid documents must be sent strictly by **Postal Speed Post or Registered Post AD** only so as to reach on or before 19th December, 2016 up to 18:00 hrs. **Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SMC won't be responsible for postal delays.**

(c) **Submission of the PRICE BID**

The price bid must be submitted online on <https://smc.nprocure.com>. It should not to be sent physically, if submitted physically the bid shall be rejected.

2.6.2 BID EVALUATION

- In a first step, evaluation of Technical Proposal will be carried out as specified in Clause 6.2. Based on Technical evaluation, the Financial Bids of only Bidders meeting the Responsiveness Tests and Proposal Qualification criteria as specified in clause 5 and 6.2 shall be opened.
- The Bidder is required to quote the percentage (if any) of income generated from the co-branded card based transactions in SMC Merchant Services such as BRTS, City Bus, Library, City Civic centers, etc. which Authority shall share with Selected Bidder. 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 SSCDL as part of financial bid. The Bidder is expected to share revenue with the Authority, generated from the cobranded card transactions from non-SMC eco-system. The bidder need to provide details of Revenue to be shared with SSCDL for seven years along with NPV calculated using 10% rate of discounting factor as part of financial bid submitted online as per Appendix-2.

- (c) 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.

2.7 DUE DILIGENCE

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

2.8 ACKNOWLEDGEMENT BY BIDDER

- a) It shall be deemed that by submitting the Bid, the Bidder has:
- i made a complete and careful examination of the RFP
 - ii received all relevant information requested from the Authority;
 - iii accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above; and
 - iv acknowledged that it does not have a Conflict of Interest
 - v agreed to be bound by the undertakings provided by it under and in terms hereof.
- b) The Authority shall not be liable for any omission, mistake, or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 COST OF BIDDING

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the Bid and bidder's participation in the Bid Process, including but not limited to attendance at meetings, discussions,

demonstrations, etc. and providing any additional information required by Authority, will be borne entirely and exclusively by the bidder.

2.10 BID FEE

All Bidders have to submit non-refundable Bid Fee of **Rs. 18,000 (Rs Eighteen Thousand)** by Demand Draft or Banker's Cheque in favour of the **"Surat Smart City Development Limited"** payable at Surat.

2.11 SCHEDULE OF BIDDING PROCESS

The Authority shall endeavor to adhere to the bidding schedule as specified in table below:

Date of Issue of the Bid Document	22 nd November, 2016
Last date for Submission of Online Queries	Bidders shall have to post queries by e-mail to it@suratsmartcity.com with subject line 'City Payment Card Pre-Bid Queries <Bidder Name>' on or before 29 th November 2016, 16:00 hrs.
Date, Time and Venue of Pre-Bid Meeting	1 st December, 2016 at 12:00 hrs. Pre-Bid Venue: Conference Hall, Surat Municipal Corporation - Head Quarter, Muglisara, Main Road, Surat - 395003, Gujarat
Date of SSCDL's Response to Queries	By 7 th December, 2016
Price Bid Submission	To be submitted online only on https://smc.nprocure.com on or before 15 th December, 2016 up to 18:00 hrs.
Technical Bid Submission (in Hard Copy) Filled-in Technical Bid along with Bid Fee, EMD, Solvency Certificate and other documents.	In sealed envelope, strictly by RPAD/Postal Speed Post on or before 19 th December, 2016 up to 18:00 hrs. to the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat.
Date, Time and Venue for Opening of Technical Bid	22 nd December, 2016 Time 16:00 hrs. Surat Municipal Corporation, Mugalisarai, Surat-395003, Gujarat
Date, Time and Venue for Opening of Financial Bid	The technically qualified bidders will be notified with the date and time of the Financial bid Opening.
Signing of Agreement	Within 15 days from the date of issuance of LOA

2.12 TERMS OF LICENSE

- (a) Selected Bidder shall undertake project on Built, Operate and Transfer basis.
- (b) 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.
- (c) 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").
- (d) Authority shall issue separate Request Order specifying the quantities of Hardware to be commissioned along with Project Site/SMC Premises for different services. For instance, separate Request Order for different SMC services such as Library, Swimming Pool, City Civic Centers, etc. shall be issued. For hardware units, over and above BoQ in Appendix 6 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.
- (e) 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.
- (f) The Bidder is required to quote the percentage (if any) of income generated from the co-branded card based transactions in SMC Merchant Services such as BRTS, City Bus, Library, City Civic centers, etc. which Authority shall share with Selected Bidder as per the Appendix-2 Financial Bid submitted online.
- (g) 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 SSCDL as part of financial bid as per the Appendix-2 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 Appendix-2.
- (h) The Bidder is expected to share revenue with the Authority, generated from the cobranded card transactions from non-SMC eco-system. The bidder need to provide details of Revenue to be

shared with SSCDL for seven years along with NPV calculated using 10% rate of discounting factor as part of financial bid as per Appendix-2 submitted online.

- (i) The eligible and qualified Bidder scoring the highest total financial score shall be considered the Selected Bidder as per the terms of this RFP.
- (j) 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.
- (k) The Revenue sharing by selected bidder to the Authority shall start from year 1 from the date of signing of the agreement.
- (l) 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.
- (m) 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.
- (n) In case of Termination due to Selected Bidder's Event of Default, the Authority shall have right;
 - (i) To forfeit the Performance Guarantee in full.
 - (ii) 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-SMC Merchant.

- (o) Performance and fulfillment of its roles & responsibilities and obligations as per the provisions specified in Draft License Agreement.

2.13 PENALTY

- (a) In case of failure to complete the job in assigned time, a penalty would be imposed at the rate of 0.02% per day for each day delay subject to maximum of 10% of the consideration of Contract. In case of delay due to some genuine rationale, the GM (IT) of SSCDL may extend the time limit if the same is requested in writing.
- (b) In case the overall support of the bidder to the SSDCL is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.

- (c) In case the bidder fails to deliver service as depicted in the scope of work, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- (d) In case the bidder fails to be compliant with SLAs and KPIs requirements at regular intervals as mentioned in Section 4 of RFP Part-2, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- (e) The decision of CEO/Chairman of SSCDL will be final and binding in case of the percentage of penalty to be applied, imposed in all the above cases to the bidder.
- (f) In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the bidder besides forfeiting Security Deposit.

Note: Consideration of Contract to be derived based on the (rates and quantity specified in the Appendix 6: BOQ) + (Appendix 2: NPV).

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1 CLARIFICATION TO RFP DOCUMENTS

- a) Bidders requiring any clarification on the RFP may notify the Authority in writing through email at the address provided in Schedule of Bidding Process, Clause 2.11. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Schedule of Bidding Process, Clause 2.11, in order to enable Authority to have adequate notice of the said queries so that the same may be addressed at the Pre-Bid Meeting. The Authority shall endeavour to respond to the queries at short span of time prior to Bid/Proposal Due Date. The responses to queries will be sent to Bidders by the Authority.
The queries must be submitted in the following format only:

Request for Clarification			
Name and Address of the Organization submitting query		Name and Position of Person submitting query	Contact Details of the Organization / Authorized Representative
			Tel: Mobile: Fax: Email:
Sr. No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required

- b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.2 PRE-BID MEETING

- a) A pre-bid meeting would be held at time and an address specified in Schedule of Bidding Process, Clause 2.11. Bidders shall bear their own cost of attending any pre-bid conference.
- b) During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- c) Clarifications/responses would be shared by emailing the responses to Shortlisted Bidders as per clause 3.1.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.3 AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the Proposal/Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum. The same will form the part of the original bid documents and shall override any contradicting effects in the original bid papers.
- b) Any Addendum/Corrigendum issued hereunder will be made available on <https://smc.nprocure.com>.

4. PREPARATION AND SUBMISSION OF PROPOSALS

4.1 LANGUAGE OF PROPOSAL

The proposals prepared by the bidder shall be in the English language. The related correspondence and supporting documents in language other than English/Hindi/Gujarati must have its English translation (which is to be duly attested by the bidder). For purposes of interpretation and evaluation of the Proposal, the English translation shall govern.

4.2 PROPOSAL CURRENCY

Prices shall be expressed in Indian Rupees only.

4.3 FORMAT AND SIGNING OF PROPOSAL

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

The Bidder shall prepare and submit the Technical Bid (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) along with the EMD and Bid Fee **as per clause 4.4 (A)**.

The Price Bid must be submitted online. In case, the Price Bid is submitted physically which leads to revelation of prices before the due date of opening of the Price Bid, the bid will be disqualified.

- b) The Technical Proposal and shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner.
- c) The Proposal must be properly signed by the authorized signatory (the "Authorized Signatory") as the Bidder holding the power of Attorney. If possible, such Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

4.4 PROPOSAL SUBMISSION FORMAT & SEALING AND MARKING OF PROPOSALS

- a) The original of the EMD of the required value and in approved format as specified in clause 2.5 shall be sealed separately in an envelope on which the following shall be super scribed:

“Envelope 1 – EMD for RFP No.: SSCDL-CityPaymentCard-RFP-01-2016”

- b) The Technical Proposal shall be sealed separately in an envelope on which the following shall be super scribed:

“Envelope 2 – Technical Proposal for RFP No.: SSCDL-CityPaymentCard-RFP-01-2016”

The documents of Technical Proposal shall be as per the Appendix 1 of this RFP and should comprise of all documents required to be submitted as per the said Appendix 1 respective Forms 1.1 to 1.12. The check list of Technical Proposal presented below:

Check list for documents - Technical Proposal

Sr. No.	Appendix	Particulars
1		DD/Banker's Cheque of Rs. 18,000/- as Bid Fee (in separate envelop)
2	Appendix 1 Form -1.1	Covering Letter signed by authorized signatory of Bidder. Constituent documents such as MOA, AOA, Certificate of Incorporation, Partnership Deed, Service Tax Registration etc.
3	Appendix 1 Form -1.2 A	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable.
4	Appendix 1 Form -1.2 B	Joint Bidding Agreement on Requisite Stamp Paper in case Bidder is a Consortium
5	Appendix 1 Form –1.3	Particulars of the Bidders (in the formats given subsequently)
6	Appendix 1 Form –1.4	Financial Capability statement
7	Appendix 1 Form -1.5 A	Experience Statement along with client work order/ completion certificate
8	Appendix 1 Form -1.5 B	Performance Statement in a format provided in Form –1.5 B of Appendix 1
9	Appendix 1 Form -1.6	Project Execution Methodology in a format provided in Form –1.6 of Appendix 1
10	Appendix 1 Form -1.7	Proposed equipment Data Sheets and Solution Datasheet along with supporting documents.

11	Appendix 1 Form -1.8	Undertaking for information and document provided are true. All Consortium Member should provide this undertaking
12	Appendix 1 Form -1.9	Anti-Blacklisting Certificate in the format attached. All Consortium Member should provide Anti Blacklisting Certificate.
13	Appendix 1 Form -1.10	Non-Disclosure Agreement signed and submit to SSCDL
14	Appendix 1 Form -1.11	List of Subcontractor along with Product/services offered
15	Appendix 1 Form -1.12	Check-list for Technical proposal compliance to RFP requirements
16		Original RFP documents issued along with addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
17		The Lead Bidder should have its financial switch certified for operating credit/debit/prepaid debit card acquiring and issuing in India: Provide Evidences in terms of copy of certificate or any other document
18		The Bidder should have a payment acceptance infrastructure of at least 500 POS machines in Surat city limit at the time of submission: Provide self-certification with list of merchants' details
19	Appendix 6	The Bidder shall have to provide make and Models for each BOQ item as part of technical proposal as per the format specified in Appendix-6.

- c) Both the above stated envelopes, shall be place in a large envelope / outer envelope containing above envelopes must be sealed and super scribed as per clause no. 2.6.1.
- d) The **Price Proposal (Appendix-2)** must be submitted online.
- e) The Bidders are required to submit its Proposal (i.e. Technical Proposal and Price Proposal) on or before the due date as per Secion-2.6.1.

If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder. Proposals submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.

4.5 PROPOSAL DUE DATE

- a) The last date and time of submission of the Proposals (the "Proposal Due Date/*Bid Due Date*") is specified in Schedule of Bidding Process Clause 2.11.
- b) Proposals should be submitted on or before Proposal Due Date at the address specified in Schedule of Bidding Process Clause 2.11 and in the manner and form as detailed in this RFP.

c) The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.3. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Proposal Due Date as extended. Any such change in the Proposal Due Date shall be in the form of addenda and be made available on <https://smc.nprocure.com>.

4.6 LATE PROPOSALS

- a) Proposals not reaching to the Authority on or before the specified time limit on the Proposal Due Date will not be accepted.
- b) Authority shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.

4.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- a) Proposal once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the Earnest Money Deposit shall be liable for forfeiture.
- b) Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

4.8 FIRM PRICES

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The revenue share for the Authority quoted will be considered as final amount payable to SMC by the selected bidder and shall not be subject to any downward modifications, on any account whatsoever. Percentage of income generated from the co-branded card based transactions in SMC Merchant Services which SMC/Authority shall share with Selected Bidder will be final and shall not be subject to any upward modifications, on any account whatsoever. The proposal prices shall be indicated in India Rupees (INR) only.

4.9 DOCUMENTS CONSTITUTING BID

Documents Constituting Bid are specified in clause 4.4.

C. PROPOSAL EVALUATION

5. PRE-QUALIFICATION & EVALUATION CRITERIA

5.1 PRE-QUALIFICATION CRITERIA / BASIC ELIGIBILITY CRITERIA

To be considered qualified for evaluation of Technical Proposal, each Bidder should meet pre-qualification Criteria specified hereunder.

Sr. No.	Pre-Qualification Criteria	Proof Document Required
1	The Bidder must be a Nationalized Bank or Scheduled Bank (included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934). In case of a Consortium, the lead bidder should be a Nationalized Bank or a Scheduled Bank.	Format to Share Bidder's Particulars as in Appendix 1 Form –1.3
2	The Lead Bidder should have Net worth of Rs. 1000 Cr. as on 31 st March, 2016.	Financial Capability Statement as in Appendix 1 Form –1.4
3	The Lead Bidder should have its financial switch certified for operating credit/debit/prepaid debit card acquiring and issuing in India.	Provide Evidences in terms of copy of certificate or any other document
4	The Bidder proposed for the project must have the experience of Contactless Smart Card design, supply and operations.	Experience Statement as in Appendix 1 Form – 1.5 A
5	The Lead Bidder should have a branch office or Head Office in Surat.	Format to Share Bidder's Particulars as in Appendix 1 Form –1.3
6	The Bidder should have a payment acceptance infrastructure of at least 500 POS machines in Surat city limit at the time of submission.	Provide self-certification with list of merchants' details
7	The Lead Bidder or any of the consortium partners should not be blacklisted by Government Agency in India or abroad, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of submission of the bid.	Format for Declaration by the bidder for not being Blacklisted / Debarred/ Terminated as in Appendix 1 Form – 1.9

	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.	
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5.2 TECHNICAL EVALUATION PARAMETERS

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

#	Criteria	Maximum Marks
1.	Experience 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 single 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) <ul style="list-style-type: none"> - One project – 10 marks - Every additional project (max 2 projects) – 5 marks 	20
2.	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 single 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) <ul style="list-style-type: none"> - For 1,00,000 cards issued – 10 marks - For every additional 1,00,000 cards (max 2,00,000 cards) – 5 marks each 	20
3.	Average daily volume (count) of Card/ mobile based financial transactions (in number) 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 single 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)	20

	<ul style="list-style-type: none"> - For 20,000 transactions – 10 marks - Every additional 10,000 transactions (max 20,000 transactions) – 5 marks 	
4.	<p>Loyalty and adoption plan in Surat</p> <ul style="list-style-type: none"> - Existing customer base in Surat (in numbers) – up to 4 marks <ul style="list-style-type: none"> o Bidder with maximum number will get 4 marks and pro-rated for others (<i>formula given by: $N_{bid1} * 4 / N_{max1}$</i>) - Existing PoS volume in Surat – up to 4 marks <ul style="list-style-type: none"> o Bidder with maximum number will get 4 marks and pro-rated for others (<i>formula given by: $N_{bid2} * 4 / N_{max2}$</i>) - Existing Loyalty partners present in Surat – up to 2 marks <ul style="list-style-type: none"> o Bidder with maximum number will get 2 marks and pro-rated for others (<i>formula given by: $N_{bid3} * 2 / N_{max3}$</i>) <p><i>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</i></p>	10
5.	<p>Experience in Multiple instruments (minimum 2) for same purpose (pre-paid, debit, credit, mobile)</p> <ul style="list-style-type: none"> - For 1 projects – 3 marks - For any additional project (max 2 projects) – 1 marks each 	5
6.	<p>Experience in co-branded loyalty cards</p> <ul style="list-style-type: none"> - For 3 projects – 3 marks - For any additional project (max 2 projects) – 1 mark each 	5
7.	<p>Project Understanding and Approach</p> <p>Each bidder to come up with a presentation covering (but not limited) aspects as per Table-5.2.1 as below.</p>	20

Minimum Qualification for Financial bid opening – 70 marks

The Total Technical Score of any bidder would be an arithmetic sum of scores obtained by the bidder for each of the parameter indicated above. The minimum total technical score required shall be 70% to become eligible for opening of the Financial Proposal.

In case of JV or consortium, combined technical experience would be considered. Sub-contracting will not be considered as eligible experience.

The Bidders are permitted to take credit from their Parent/ Subsidiary / Sister Concern for meeting the Technical Evaluation Criteria provided meeting following conditions:

- In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the

Technical Proposal Evaluation Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.

- (b) The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it. Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.
- (c) Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern. If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case, more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).

Additional Consortium Criteria

A Consortium shall be eligible and qualified for consideration subject to meeting the additional conditions set out in hereunder.

- a) Number of members in a consortium shall not exceed 2 (Two).
- b) Members of the Consortium together must meet Qualification Criteria specified in Clause 5.
- c) Each Member of consortium must meet Eligibility Criteria set forth in Appendix 1 Form-1.8 and Appendix 1 Form-1.9 individually.
- d) A Bidding Consortium is required to nominate a Lead Member. The Lead Member shall be authorised to sign the Proposal on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per format at Annexure 1 Form –1.2 A.
- 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 Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members as per Annexure 1 Form –1.2 B.

The Bidders will be required to provide a Solution Overview through brief Writeup / Presentation in written form not exceeding broadly 5000 words.

Contents of such write up / Presentation should broadly correspond with the following:

Table 5.2.1: Project Understanding and Approach	
#	Particulars
1	Understanding of the project and need requirements of SMC through followings
	Overall understanding of system requirement with workflow explaining how the proposed solution would meet the SMC requirement.
	Solution & Proposed Architecture 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
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 Surat 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.

Eligible Bidders will be required to make a technical presentation on Project Understanding & Approach, for which intimation would be sent in advance.

The above is required to ensure that a workable solution is proposed. SMC reserves the right to call the bidder for any clarifications/discussions regarding the solution and suggest binding changes in the solution if it feels such solution deviates majorly from its needs and purposes.

5.3 EVALUATION OF PRICE PROPOSAL

- a) The Price Proposal of only Qualified Bidders passing the Responsiveness Test specified in clause 6.2, and meeting the Technical Proposal Evaluation Criteria specified in clause 5.1, shall be opened. The Price Proposal opening process is specified in clause 6.3.
- b) Bidders are required to quote online followings as per Price Proposal format provided in Appendix-2:

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

Score 1 – The Bidders shall be given Financial Score based on transactional charges charged to SMC, 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.

- ii) Score 2 – In case bidder is proposing a revenue sharing with SMC 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 (%) T	w1	50.00%	1.50	0.50	0.00
X = Score based on linear scale for minimum value given as 100			10.00	70.00	100.00
X = 100 – 60T					
2. Per card personalization charges P	w2	50.00%	0.00	50.00	100.00
Y = Score based on linear scale for minimum value given as 100			100.00	50.00	0.00
Y = 100 – P					
Score 1 = $w1*X + w2*Y$			55.00	60.00	50.00

Parameters	Company 1	Company 2	Company 3
NPV offered to SMC in Cr. N (INR)	100	125	0
Score 2 = $N_{bid} * 100 / N_{max}$	80	100	0

Total Financial Score

	Company 1	Company 2	Company 3
Total Financial Score = $2/3*(\text{Score 1}) + 1/3*(\text{Score 2})$	63.33	73.33	33.33

- c) 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 d) hereunder. In case of two bidders scoring same total financial scores, a closed bid will be requested.
- d) 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 Price 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.

- e) There is no capital expenditure expected for SMC 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 SMC will only kick-in after seven years if the contract is not extended and SMC decides to hand over the operations to another bidder.

6. EVALUATION PROCESS

6.1 OPENING OF TECHNICAL BID/PROPOSAL

- (i) The Authority shall open the Technical Proposals received to this RFP, at time, date and Place specified in Clause 2.11.
- (ii) The Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out hereunder in clause 6.2.

6.2 EVALUATION OF TECHNICAL BID/PROPOSAL

The Bidders shall be required to submit documents as listed in this RFP document as per clause 4.4 along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below:

- a) **Test of Responsiveness for EMD, Timely and proper Submission**
 - 1) Prior to evaluation of Technical Proposals (i.e. Technical Proposal Evaluation Criteria), the Authority shall determine whether each Bid/Proposal is responsive to the requirements of the RFP. A Bid/proposal shall be considered responsive only if:
 - (i) It is submitted by the Bidders fulfilling the pre-qualification criteria.
 - (ii) It is received as per the format specified in RFP and prior to Proposal Date and time.

- (iii) Technical and Financial Proposal along with the supporting documents are received through RPAD/Speed Post only.
 - (iv) It is signed, sealed, and marked as specified in clause 4.3 and 4.4
 - (v) It contains all the information, Appendices, documents and Authorizations in accordance with clause 4.4
 - (vi) It contains three separate sealed and marked envelopes for EMD, Technical Proposal and Financial Bid.
 - (vii) It contains the EMD as per the amount, in formats and Validity Period as specified in RFP.
 - (viii) It does not contain any condition.
 - (ix) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposal.
- 3) Evaluation of Technical Proposal Criteria of only those Bidders shall be carried out whose Bids/proposals determined to be responsive.

b) *Assessment of Technical Proposal Evaluation Criteria*

- 1) The Bidder must meet Technical Proposal Evaluation Criteria specified in clause 5.1.
- 2) Evaluation of Price Proposal of only those Bidders meeting the Technical Evaluation Criteria as above (1) shall be carried out.

6.3 OPENING OF FINANCIAL BID

- (i) The Financial Bid must be submitted online at <https://smc.nprocure.com>. The Financial Bid, if submitted physically will lead to rejection of the bid.
- (ii) The Price Proposal of only the Bidders determined to be Responsive and meeting the Technical Proposal Criteria in accordance with Clause 6.2, is declared "Technically Qualified Bidders", shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The Authority shall evaluate Price Proposal in accordance with the provision set forth in clause 5.3.

6.4 CLARIFICATION OF BIDS AND REQUEST FOR ADDITIONAL/ MISSING INFORMATION

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

6.5 VERIFICATION AND DISQUALIFICATION

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- (ii) The Authority reserves the right to reject any Proposal and appropriate the EMD if:
 - 1) At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - 2) Bidder or its parents/subsidiary/sister concerned from whom it is taking credit for meeting Qualification Criteria is blacklisted/barred by any Government Agency in India or abroad.
 - 3) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 4) In case of fraudulent Bid/proposal and involved in fraudulent and corrupt practice as per RFP Clause 8.
 - 5) A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
 - 6) While evaluating the Proposal, if it comes To Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
 - 7) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - 8) A bidder who submits or participates in more than one Bid/ Proposal under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids/Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a) invite the remaining Bidders to submit their Bids/proposals, or
 - b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Proposals or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Selected Bidder , as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Selected Bidder. 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 RFP and/or the Contract.

6.6 CONTACTS DURING PROPOSAL EVALUATION

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

6.7 CORRESPONDENCE WITH BIDDER

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

6.8 CONFIDENTIALITY

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

7. APPOINTMENT OF SELECTED BIDDER AND SIGNING OF AGREEMENT

7.1 SELECTION OF BIDDER

Subject to the provisions of clause 5 and clause 6, the Bidder whose Bid is

- adjudged as responsive in terms of clause 6.2(a)
- meeting the Technical Proposal Evaluation Criteria as per clause 5.1 and clause 6.2(b) and
- whose Price Proposal offered, on evaluation as per clause 5.3 has been determined to be Lowest and responsive as per clause 5.2(d),

shall be considered as the "**Selected Bidder**" for award of work after following due process including negotiation.

7.2 NOTIFICATION OF AWARD

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

acknowledge the LOA, and the next Technically Qualified Bidders having determined Second Lowest may be considered at sole discretion of Authority.

7.3 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 Consortium Agreement as per clause 7.4 and 7.5, to execute/sign the Agreement within fourteen (14) 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 Appendix 5.
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Surat in accordance with applicable law, and submit the same in two copies duly stamped and executed within fourteen (14) 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.

7.4 PERFORMANCE GUARANTEE

- a) The Successful Bidder shall furnish Performance Guarantee to Authority for securing the due and faithful performance of its obligations under the City Payment Card Project Agreement, on or before the date of signing of Agreement (the "**Execution Date**"), an unconditional and irrevocable bank guarantee for amount of **Rs. 1,50,00,000 (Rupees One Crore Fifty Lakhs)** in favour of the "**Surat Smart City Development Limited**", from any of Approved Banks to Authority as per format provided in respect thereof in Appendix 4 ("**Performance Guarantee**").
- b) The Selected Bidder (*after the signing of Agreement the Successful Bidder shall be termed as the "**Selected Bidder**"*) shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period ("**Validity Period**").
- c) If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- d) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Guarantee in whole or in part:

- i) In the event the Authority requires to recover any sum due and payable to it by the Selected Bidder including but not limited to Damages; and which the Selected Bidder has failed to pay in relation thereof; and
 - ii) In relation to Selected Bidder's Event of Default in accordance with the terms contained in the Agreement.
- e) At any time during the Validity Period, the Performance Guarantee has either been partially or completely been 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 Performance Guarantee, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- f) At the end of the License Period, the Performance Guarantee 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.

7.5 ANNULMENT OF AWARD

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

7.6 TAX LIABILITY

- a) The rates quoted online in Price Proposal Appendix-2 shall be exclusive of Service Tax but inclusive of any other directly or indirectly applicable taxes. Service Tax as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax. Any deviations due to change in the rate of directly applicable taxes and duties except Service Tax would be Liability of the Selected Bidder.
- b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. MISCELLANEOUS

8.1 FRAUDULANT 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 the 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 8, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (ii) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8.2 OTHERS

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

D. FORMATS FOR TECHNICAL PROPOSAL

Appendix 1: CONTENTS AND FORMATS FOR TECHNICAL PROPOSALS

Form –1.1 : Covering Letter

(On letterhead of the Bidder, including full postal address, telephone, fax, email, addresses)

Date.....

To,

General Manager (IT),

Surat Smart City Development Limited (SSCDL)

115, Smart City Cell, Surat Municipal Corporation - Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat

Dear Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter "the Bidder"), and having reviewed and fully understood all the information provided in the RFP document, the undersigned hereby applies as a Bidder for the "RFP for Selection of FI for Open Loop Smart Card Common City Payment System" Project.
2. Attached to this letter are certified copies of original documents defining:
 - (a) Incorporation as per the Companies Act along with Memorandum and Article of Association, sales tax registration whichever is applicable.
 - (b) The Bidder's principal place of business; and
 - (c) The place of incorporation; or the place of registration (or Income Tax registration).
 - (e) Required Earnest Money Deposit and Bid/RFP fees as specified in RFP and all documents as specified in RFP in respective envelopes.
 - (f) Price Proposal online through <https://smc.nprocure.com>.
3. SSCDL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from client(s) regarding any technical aspects hereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.
4. This application is made in the full understanding that:
 - (a) Our Proposal and any information submitted at the time of bidding will be subject to verification by SSCDL;
 - (b) SSCDL reserves the right to reject or accept any application, cancel the qualification/Bid process, and reject all applications; and

- (c) SSCDL shall not be liable for any such actions as at (b) above and shall be under no obligation to inform us of the grounds for the same.
- 5. We confirm that in the event our bid is successful resulting in award of contract, the same will be:
 - (a) Signed so as to legally bind all the concerned jointly and severally; and
 - (b) Submitted with a consortium agreement providing the joint and several liabilities of all partners/Consortium members in the event contract is awarded to us.
- 6. We confirm that we agree with the terms and conditions provided in RFP. The Proposal submitted by us shall be valid for a period of Proposal Validity Period specified in RFP.
- 7. The Earnest Money Deposit of INR 20,00,000/- (Rs. Twenty Lakh) in the form of the Demand draft

OR

- 50% amount shall be in the form of Demand Draft and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days beyond the original validity period for the bid.
- 8. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

For and on behalf of (name of Consortium)

Form –1.2 A : Format for Power of Attorney for Signing of the Proposal

(On a Stamp Paper of appropriate value)

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

Dated:

To,

General Manager (IT),

Surat Smart City Development Limited (SSCDL)

115, Smart City Cell, Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat

Dear Sir,

REF: RFP No. SSCDL-CityPaymentCard-RFP-01-2016

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

To attend all meetings with Surat Smart City Development Limited or other entities associated with this project for Surat Municipal Corporation and to discuss, negotiate, finalize and sign any bid or agreement and contract related to RFP for selection of Financial Institution for providing Smart Card Based Eco System for unified city payments including Mobility, Recreational And Amusement Areas of SMC, Municipal Bills, Utility Payments, Retail and other payments within Surat City and subsequent Contract.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

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

For

<Name of Bidder > Encl: Board Authorization

Notarised

Form –1.2 B : Joint Bidding Agreement

The Bidder shall be required to submit Joint Bidding Agreement on Requisite Stamp Paper in case Bidder is a Consortium. Such Agreement shall specify followings

- (i) *Clearly outline the proposed roles and responsibilities, if any, of each member;*
- (ii) *Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations/Scope of Work in relation to the Project.*
- (iii) *The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills, and trained manpower commensurate with its role and responsibilities.*
- (iv) *No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.*

Form –1.3 : Format to Share Bidder's Particulars

Sr. No.	Description	Details (to be filled by the responder to the RPF)
1	Name of the Financial Institution	
2	Official address	
3	Phone No. and Fax No.	
4	Corporate Headquarters Address	
5	Phone No. and Fax No.	
6	Web Site Address	
7	Details of Financial Institution's Registration (Please enclose copy of the financial institution registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	Sales Tax /VAT registration No.	
11	Permanent Account Number (PAN)	
12	Financial Institution's Revenue for last 3 years (Year wise)	
13	Financial Institution's Profitability for the last 3 years (Year wise)	
14	Registration details under the Companies Act 1956	
15	No. of years of operation in India	
16	Locations and addresses of offices in Gujarat	
17	Locations, addresses and contact details of offices in Surat	

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

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Contact Person
Name		
Title		
Financial Institution Address		
Phone		
Mobile		
Fax		
E-mail		

Form –1.4 : Financial Capability Statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____.
 Networth* and Turnover* of the bidder (name of the Bidder) as on 31st March, 2016 / 31st December, 2015 as per Audited statement is as follows:

Financial year	Networth (INR Crore)	Turnover (INR Crore)
2015-16		
2014-15		
2013-14		

**To be provided from latest available Audited statement*

 (Signed and Sealed by the statutory auditor)

Enclosure:

- (1) Copy of latest available Audited annual reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.

Form –1.5 A: Experience Statement

[Project Title]

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name & Address)
- C. Cost of the Project
- D. Duration & period of the Project (including months since go-live)
- E. Role & responsibility of the organization
- F. Whether Project executed by forming Joint venture or Consortium with other organization (In case of consortium provide share in consortium)
- G. Other features of the Project
(details such as 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.)
- H. Country in which it executed
- I. Number of cards issued
- J. Multiple instruments used for same purpose (prepaid, debit, credit, mobile etc.)

Enclosure:

Completion Certificates /Project Acceptance Certificate/ Purchase Order or Work Order duly authenticated by the respective client be furnished.

Form –1.5 B : Performance Statement

(Provide self-certification with supporting documents for each component)

- A. Existing customer base in Surat (in numbers)
- B. Existing PoS volume in Surat
- C. Existing Loyalty partners present in Surat
- D. Number of cards issued 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 single 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)
- E. Average daily volume of Card/ mobile based financial transactions (in number) in 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 single 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)

<Signature of appropriate authority of the Bidder>

Name of appropriate authority of the Bidder:

Form –1.6 : Project execution Methodology**(Detailed Write up and presentation)**

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

Sr. No.	Content of Solution Overview
1	Understanding of the project and need requirements of SMC through followings
	Overall understanding of system requirement with workflow explaining how the proposed solution would meet the SMC requirement.
	Solution & Proposed Architecture 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
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 Surat 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

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

Form –1.7 : Format for Proposed Equipment/Solution Data Sheets

Sr. No.	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 received	
5.	Roles & Responsibility of proposed Product/ Solution		

Form –1.8 : Undertaking

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

Dated this ____ day of _____ 201_.

Signature

(Company Seal)

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

Signed by

Authorized Signatory with designation

Form –1.9 : Format for Declaration by the bidder for not being Blacklisted / Debarred

{To be submitted on a 100-rupee stamp paper by single bidder / both members of consortium separately}

Anti-Blacklisting Affidavit

I M/s., (the names and addresses of the registered office) and our Parent/Subsidiary/Sister concern from which we have under taken credit for meeting the Technical Proposal Evaluation Criteria hereby certify and confirm that our company(ies) is(are) not black-listed / debarred by any of the Government or Public Sector Units in India or abroad as on the date of the submission of the tender.

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Form –1.10 : Non-Disclosure Agreement

{To be given on the Company's Letter Head}

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide City Payment Card Project services to SSCDL, having its office at 115, Smart City Cell, Surat Municipal Corporation - Head Quarter, Muglisara, Main Road, Surat - 395003, Gujarat hereinafter referred to as the AUTHORITY and,

WHEREAS, the Bidder understands that the information regarding the AUTHORITY's card business shared by the AUTHORITY in their Request for Proposal is confidential and/or proprietary to the AUTHORITY, and

WHEREAS, the Bidder understands that in the course of submission of the offer **for End To End Management of Open Loop Smart Card Common City Payment System Project implementation** and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Authority's properties and/or have access to certain plans, documents, approvals or information of the Authority; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the AUTHORITY to grant the Bidder specific access to the AUTHORITY's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the AUTHORITY, unless the Bidder has first obtained the AUTHORITY's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the AUTHORITY or, prepared or produced by the Bidder for the purpose of submitting the offer to the AUTHORITY for the said solution, will not be disclosed to during or subsequent to submission of the offer to the AUTHORITY, to anyone outside the AUTHORITY.

The Bidder shall not, without the AUTHORITY's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the AUTHORITY in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the Authority and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with Seal :

Name :

Designation :

Form –1.11 : List of Subcontractor

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

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

Form –1.12 : Check-list for Technical proposal compliance to RFP requirements

Sr. No.	Requirements covered in Technical Proposal	Y / N
1	Blank card procurement	
2	Card pre-personalizer	
3	Card personalizer	
4	Card Management System	
5	Mobile application development	
6	Wallet Software	
7	Courier and logistics	
8	Card loading	
9	Helpdesk	
10	Online payment gateway	
11	UID E-KYC Interface	
12	Loyalty, Fraud, and Risk Management	
13	PoS/ Validator provision	
14	Central Clearing House	
15	Reconciliation and Settlement back office	
16	Dispute resolution	
17	DR & BCP	
18	Merchant Management	
19	Customization of validators	
20	SMC- domain integration, MIS, and Dashboard	
21	Field training and maintenance	
22	Hardware Management	
23	Consumables	
24	Admin console for SMC to define charges	

CONTENTS AND FORMAT OF PRICE PROPOSAL

Appendix 2: CONTENT AND FORMAT OF PRICE PROPOSAL

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

Date.....

To,

General Manager (IT),

Surat Smart City Development Limited (SSCDL)

115, Smart City Cell, Surat Municipal Corporation - Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat

Subject: Submission of Price Proposal for RFP for selection of financial institution for providing smart card based Eco System for unified city payments including mobility, recreational and amusement areas of SMC, municipal bills, utility payments, retail and other payments within Surat city

Dear Sir,

I/We, the undersigned Bidder, have read and examined in detail all the bidding documents in respect of selection of financial institution for providing smart card based Eco System for unified city payments including mobility, recreational and amusement areas of SMC, municipal bills, utility payments, retail and other payments within Surat city.

We fully understand and agree to the scope of work, our roles and responsibilities, obligations, risks involved and terms and conditions specified in RFP documents. I/We undertake to design, development, implementation, operation, maintenance, and management of the project on Built, Operate and Transfer basis as per the terms of the RFP. Following is our financial offer for undertaking this project.

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

Table-A: Transaction Cost to be paid by SSCDL & Cost of Card Personalization (if any)	
Parameter	Quote of the Bidder
Percentage of income generated from the co-branded card based transactions in SMC Merchant Services which SSCDL/Authority shall share with Selected Bidder (%)	<to be filled online only>
Per card personalization charges (INR)	<to be filled online only>

Table-B: Revenue Share by the Bidder to SSCDL							
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) {for t=1 to 7}							
Total Revenue share with Authority over license period (INR)	ΣR_t {for t=1 to 7}						
NPV (INR) = $\Sigma [R_t / (1+i)^t]$ {for t=1 to 7}							

Notes:

- The rate of discounting factor (i) shall be 10% for determination of NPV and all amounts should be in INR.
- The rates quoted online in Price Proposal Appendix-2 shall be exclusive of Service Tax but inclusive of any other directly or indirectly applicable taxes. Service Tax as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax. Any deviations due to change in the rate of directly applicable taxes and duties except Service Tax would be Liability of the Selected Bidder.
- 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.
- Evaluation of Price Proposal shall be carried out as per the method specified in clause 5.3.
- Selected Bidder shall have to provide revenue model as per direction of the Authority.
- Either Party shall make Payment quarterly as per the terms specified in Draft License Agreement.
- The revenue share for the Authority R_t (INR) quoted in the above format will be considered as final amount payable to SMC by the selected bidder irrespective of actual revenue generated by the selected bidder.

Thanking you.

Yours faithfully,

Name and Signature of the Authorised Person

Seal:

Address and contact number:

Appendix 3: PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT¹

{On bank's letterhead with adhesive stamp}

To,

General Manager (IT),

Surat Smart City Development Limited (SSCDL)

115, Smart City Cell, Surat Municipal Corporation - Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat

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

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

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

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

- (1) If the Bidder withdraws or modifies his Bid during the period of Proposal Validity specified in the RFP; or
- (2) If the Bidder refuses to accept the correction of errors in his Proposal; or
- (3) If the Bidder submits a conditional Proposal which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by SSCDL, or

¹ Issued by Nationalized / Scheduled Indian Banks only.

- (4) If the Bidder, having been notified of the acceptance of his Proposal by the SSCDL during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to SSCDL a sum of Indian Rupees _____ (Rupees _____) without any protest or demur and upon receipt of first written demand from SSCDL, without having to substantiate his demand, provided that in his demand SSCDL will note that the amount claimed by it is due to it owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the date of expiration of the Bid Validity (i.e. 360 days from Proposal Due Date) or as it may be extended by the bidder on a written request by SSCDL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

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

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

Signed and delivered by the above named
_____ Bank by its Authorized
Signatory as authorized by Board Resolution
passed on ____/
Power of Attorney dated [.....]

Authorized Signatory
Name:
Designation:

In the presence of:

1.

2.

Appendix 4: PERFORMANCE GUARANTEE

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE²

(On Bank's Letterhead with Adhesive Stamp)

To,
General Manager (IT),
Surat Smart City Development Limited (SSCDL)
115, Smart City Cell, Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat

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 Surat Smart City Development Limited (SSCDL) (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 Surat Smart City Development Limited (SSCDL), to (NAME OF SERVICE) (Hereinafter called "the City Payment Card Project Selected Bidder") for execution of the City Payment Card Project.
3. AND WHEREAS the City Payment Card Project Selected Bidder is required to furnish a Bank Guarantee for the sum of INR _____ towards Performance Guarantee for the said City Payment Card Project.
4. AND WHEREAS _____ (Name of Bank) have, at the request of the City Payment Card 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 City Payment Card Project Selected Bidder.
 - (b) That any account settled between the SSCDL 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 City Payment Card 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.

² Issued by Nationalized / Scheduled Indian Banks only.

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 SSCDL and the Selected Bidder pursuant to issuance of Letter of Acceptance by SSCDL to Selected Bidder.

We undertake to immediately pay to the SSCDL in Surat the above amount upon receipt of its first written demand, without the SSCDL having to substantiate his demand provided that in its demand, the SSCDL 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

Appendix 5: LICENSE AGREEMENT

This agreement made on the <Day> day of <Month, Year> between the GM (IT) of the Surat Smart City Development Limited, Muglisara, Surat 395003 (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. SSCDL-CityPaymentCard-RFP-01-2016 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 City Payment Card Project for the sum of Rs. <> + Service Tax for a period of 7 years with this agreement for < > percentage of income generated from the co-branded card based transactions in SMC 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 City Payment Card Project vide its bid.

Now this agreement witnesseth 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 – SSCDL-CityPaymentCard-RFP-01-2016 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 SSCDL-CityPaymentCard-RFP-01-2016.
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.
6. The contract shall be governed by the Laws in India and shall be subject to the **Jurisdiction of Surat.**

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 SURAT.

In presence of:

1. Witness _____

Name _____

For and on behalf of

(< Name >)

Designation of Authorized Representative
Surat Smart City Development Limited

2. Witness _____

Name _____

(< Name >)

Designation of Authorized Representative
Surat Smart City Development Limited

1. Witness _____

Name _____

For and on behalf of

Successful Bidder

2. Witness _____

Name _____

(< Name >)

Designation of Authorized Representative

Sealed with the Common Seal of the Surat Smart City Development Limited in the presence of

1. _____

2. _____

Authorized Persons of SSCDL

Appendix 6: 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 in separate envelope along with Originals of Technical Proposal.

For BRTS and City Bus, following validators/ PoS are being installed by AFC vendor. 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:

Sr. No.	Item	No. of Units
1	Point of Sell Machines at BRT Bus Stations (POS)	171
2	Station card validator for access barriers to be installed on flap gates/barrier at BRT Bus stations – Hardware Component	342
3	ETM Handheld/ETM with printer for barcoded ticket issuance and reader, Valuator for smartcard readers for City Buses	440
4	Pole based Entry/Exit Smart Card Validator for City Buses -Hardware Component	400

For other use cases, i.e. SMC city center, One-time payments like in Science Center etc., pay & park facilities and membership based use cases like Library, Swimming Pool, 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 of SMC services within the scope of current contract.

Card readers, printers and POS machines need to be installed for the services provided by SMC located in various parts of Surat. 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 SMC 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 2016) 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.

7-year Plan							
Year	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)
People possessing personalized card	29,314	58,628	2,53,618	10,97,119	21,94,237	24,13,661	26,55,028



Card growth projection

Note: Projections above for personalized cards are based on a combination of linear and non-linear models and may not match the actual figures.

Total Combined Bills of Quantities for Open Loop Smart Card 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 Price 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 Appendix 6.

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

Sr. No.	Item	Make/ Model	Qty	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 SMC domain system info. to/from card and to top-up card		175										
2	Wireless POS machines (with battery backup) with functionality to pay		250										
3	Turnstile with validator at Entry and Exit gates of "members only" Pool Area		30										
4	EMV Compliant Smart Cards		6,00,000										
	Software items												
1	Card Management System		1										
2	Clearing House Solution		1										
3	Web portal - Internet Payment Gateway		1										

4	Payment Wallet/ Mobile Recharge		1										
5	Integration with SMC domain systems, MIS and Dashboard, biometric/ iris readers		1										
6	Integration of FI's command centre with SMC command and control centre		1										
7	Admin console for SMC to define charges or concession groups		1										
8	Validators/ acquiring terminals software components		1										
9	Security/Firewall, DR/ BCP, etc.		1										

Notes:

1. Apart from the above stated quantity, necessary infrastructure as per Clause No. 1.6.5 at approx. 1000 service delivery touch points outside SMC environment to be setup by the selected bidder.
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 Part 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 price 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 Price 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.