



Bhubaneswar Smart City Limited

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CIN: U74990OR2016PLC020016

NIT No. BSCL/198/2016/462

Date: 20-02-17

NOTICE INVITING TENDER

Request for Proposal for Selection of Financial Institution for providing COMMON PAYMENT CARD SYSTEM (CPCS) in Bhubaneswar

Bhubaneswar Smart City Limited (BSCL) invites proposals in response to the Request for Proposal (RFP) for selection of a Financial Institution (Scheduled Bank listed in 2nd schedule of RBI Act, 1934) either as a single entity (sole bidder) or in partnership with technology partner (consortium) having required experience and eligibility as per the said RFP to conceptualize, design and implement Common Payment Card System (CPCS) for City Based Transportation System, Municipal Bill Payments, Utility Payments, Retail, Recreation, Amusement and Other Payments within the Area of Bhubaneswar Municipal Corporation under Build, Operate, Manage and Transfer mode. Other detailed terms and conditions for submission and evaluation of bids including scope of services and structure of project is provided in the RFP document. The bidders are advised to make themselves aware with the site conditions and area profile before proceeding with the tender submission.

S. No.	Particulars	Document Fee	EMD
1	Selection of Financial Institution to conceptualize, design and implement Common Payment Card System (CPCS) for City Based Transportation System, Municipal Bill Payments, Utility Payments, Retail, Recreation, Amusement and Other Payments within the Area of Bhubaneswar Municipal Corporation under Build, Operate, Manage and Transfer mode	Rs. 10,500/-	Rs. 20,00,000/-

NOTE: - Earnest Money Deposit should be deposited in the form of a demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the Bhubaneswar Smart City Limited and payable at Bhubaneswar.

S. No.	Event Description	Date
1	Availability of detailed RFP document	20 th February, 2017
2	Last date of receiving Queries	03 rd March, 2017
3	Pre-bid Meeting	06 th March, 2017 at 3 PM
4	Last Date of submission of Proposals	21 st March, 2017 by 3 PM

The detailed tender document can be downloaded from <http://smartcities.gov.in> or www.smartnet.niua.org or www.bmc.gov.in or www.bdabbsr.in. For any clarification, following official may be contacted by prospective bidders: - Telephone: (0674) 2548 228; E-mail: bbsr.bscl@gmail.com
Contact person: Vineel Krishna IAS, CEO, Bhubaneswar Smart City Limited.

Sd/-
Chief Executive Officer,
Bhubaneswar Smart City Limited

BHUBANESWAR SMART CITY LIMITED

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REQUEST FOR PROPOSAL

for

**Selection of Financial Institution for providing
COMMON PAYMENT CARD SYSTEM (CPCS)**

**For City Based Transportation System, Municipal Bill Payments,
Utility Payments, Retail, Recreation, Amusement and Other
Payments within the Area under
Bhubaneswar Municipal Corporation**

PART – I

INSTRUCTION TO BIDDERS

FEBRUARY 2017

Disclaimer

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder to provide the Goods and Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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A. 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. “**Scheduled Banks**” shall mean to include and refer to banks as listed in 2nd Schedule of the Reserve bank of India Act, 1934;
2. “**BSCL**” or “**Authority**” means Bhubaneswar Smart City Limited and shall include its authorized successors and assigns at all times
3. “**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.
4. “**Bidder**” means a scheduled bank participating in the bid process either as a sole bidder or as a Lead member in partnership with technology or other partner in consortium;
5. “**Bid Security**” or “**Earnest Money Deposit (EMD)**” means security deposit furnished by the Bidder of amount specified in clause 2.5 as part of detailed Proposal;
6. “**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;
7. “**Consortium**” shall mean the group of legally constituted entities led by a Scheduled Bank as the lead member, 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 CPCS Project, subject to the terms of this RFP.
8. “**Completion Certificate/GO Live Certificate**” means the certificate issued by the Authority upon successful installation and demonstration of all functionalities as specified in RFP Part-2 of Hardware and Software Units specified in Request Order. The Authority shall issue Go Live Certificate separately for each Request Order.
9. “**Deadline for Submission of Bids/ Proposal**” or “**Proposal Due Date / Bid Due Date**” shall mean the last date and time for receipt of Bids as set forth in clause 1.9 Bid Summary of this RFP under the heading “Bid Summary” or such other date / time as may be decided by Authority in its sole discretion and notified by dissemination of requisite information;
10. “**CPCS Project**” or “**Project**” refers to the design, development, procurement, supply, integration, implementation, operation, maintenance and management of Common

Card Payment System as defined in Part 2 Scope of Services and Technical Specifications Document and point no 2 of Bid Summary section or any of its part/subpart as the context may require or admit;

11. **“Agreement”** means the legal agreement including, without limitation, any and all Annexure thereto, which will be entered into between BSCL and the Successful Bidder for to develop, design, engineer, procure, install and maintain the CPCS 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.
12. **“Licensee”** shall mean the Successful Bidder for this CPCS Project under this RFP with whom BSCL shall enter into the CPCS License Agreement.
13. **“Letter of Acceptance”** or **“LOA”** means the letter issued by BSCL to the Successful Bidder to undertake and execute the CPCS Project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
14. **“Lead Time”** shall mean the time specified by the Authority available for implementation of the CPCS Project as per the provisions of License Agreement.
15. **“Performance Security”** 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.
16. **“Project Site”** shall mean the area within the jurisdiction of Bhubaneswar Municipal Corporation comprising of city bus system, Parking, integrated ward offices, City Civic Centers, retail merchants etc. where the CPCS System is to be implemented as per the scope of this RFP
17. **“CPCS 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.
18. **“RFP”** or **“Tender”** shall mean this RFP document which comprises of the following sections: Disclaimer, Preamble, Instructions to Bidders, Draft License Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix thereto and Scope of Services and Technical Specification specified in Part-2 Scope of Services and Technical Specification Document;
19. **“Request Order”** shall have a meaning specified in the clause 1.3 (d);
20. The terms **“Successful Bidder”**, shall mean the Bidder who is awarded the work under this RFP;
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.

B. INSTRUCTION TO BIDDERS

1. INTRODUCTION

With about 2.5 lakhs households, Bhubaneswar City shall witness around 30 million payment transactions for municipal services every year by 2018. Current available options for payment, are neither economical or citizen friendly. Also, with emphasis on going cashless and enhancing digital transactions, it was vital to design and deploy of cost-effective, sustainable and technology based payment solution accessible to citizens spanning across economic segments. It is with this background, Common Payment Card system (CPCS) for citizens is being designed as part of smart city mission under Intelligent City Operation and Management Centre (ICOMC) - a digital platform for integration and delivery of citizen-centric functions.

BSCL intends to implement interoperable payment ecosystem through smart fare media like cards and mobile phones. BSCL intends to offer integrated electronic payment services to its users by making common smart card based system available to them. The larger objective is to roll out this model along with all other transit operators for the acceptance of CPCS cards on their networks and vice a versa and also allow the CPCS operate at Parking facilities, Recreational Services, Municipal Payments, Utility Payments, Retail etc.

It is in this context, that BSCL wants to appoint an agency which is a Financial Institution through this RFP process.

2. SCOPE OF WORK

Broadly, the scope to be undertaken by the agency achieve the above objectives of CPCS, are summarized below. Detailed scope of work is provided in the Part 2 of the RFP.

- a) Supply of smart cards, issuance and personalization infrastructure for distribution of smart card to commuters / general public, using public transport systems City Bus Service/ Private bus/Taxi/Auto rickshaw, Parking and municipal payments, Utility Payments etc.
- b) Creation/adoption of acceptance infrastructure for smart card which involves integration with the electronic fare media /card reading terminals at the intended locations. This includes seamless adoption of card on retail payment / EMV /Rupay enabled terminals only.
- c) Establishment of Smart card host management at FI's location; Operationalization of Central Clearance House.;
- d) Design, market and deploy customized citizen loyalty program suited to the City of Bhubaneswar with an objective to maximize the penetration and use of Common Payment card.

- e) Provide all necessary interfaces & protocols for smooth functioning of Automatic Fare Collection (AFC) for transit services including City Bus Transport Services in Bhubaneswar
- f) Provide all the relevant documentation, training including workshops to all stakeholders
- g) Operate and maintain the CPC system and ensure all statutory compliance for the concession period and hand-over the system at the end of the same.

Common Payment Card System (CPCS) is intended to support interoperable payment infrastructure within BMC area through electronic media like smart cards, mobile phones & e-wallets. The fare media shall be issued by Financial Institution (FI) on behalf of BSCL and shall be accepted across different services such as city buses, other Transit System, pay fees for Public Services, Parking Facilities, Recreational Services, Municipal Payments, Utility Payments, Retail etc.

Broadly the system shall comprise of following distinct application areas:

- a) EMV / Rupay Compliant pre-paid Cards
- b) Integration with Automated Fare Collection System of Public Transport with necessary API's for data, process and security management.
- c) Bank hosted Card host system and Central Clearing House
- d) Integration with Business Intelligence System
- e) Integration with Enterprise Management System
- f) Integration with City Transportation Control Centre

3. BID PROPOSAL

BSCL intends to invite proposals through single stage double envelope process comprising of Technical and Financial Bids. Both the Proposals (Technical as well as Financial) shall have to be submitted in hard copies physically as per the procedure specified in section 6 on or before the Bid Due Date at the address specified in the relevant section of RFP. The Bids shall be prepared in English. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Technical Proposals. The bidders are also required to submit, along with Technical Proposal, all necessary fees and deposits i.e. RFP Document Processing Fees and Earnest Money Deposit. Any bid not accompanied by either the RFP Document processing fees or the EMD may be rejected by the Authority.

3.1 BRIEF DESCRIPTION OF BIDDING PROCESS

- (a) The RFP comprises detailed scope of work, proposal evaluation criteria, technical specification, functional requirements, contract conditions and all other information that would reasonably allow the short listed bidder to form a judgment on the likely costs and revenue involved in the CPCS Project.

- (b) Authority invites proposals from short listed bidders through sealed bids in Two Packet bid System separately for Technical Proposal and Price Proposal for evaluation as per the RFP terms through transparent and competitive bidding process. The Technical and Financial Bids complete in all respect in the prescribed form shall be placed in a bigger envelope clearly marked as per the guidelines provided in this RFP. The proposals as per above shall be submitted on or before the time and date fixed for submission of Proposal (“**Bid Due Date**”). Bid delivered after Bid Due Date will be rejected.
- (c) The Bidders need to offer the proposal which conforms to Technical Specification, Functional Requirements, Terms and Conditions provided as part of this RFP Document.
- (d) In a first step, evaluation of Technical Proposal will be carried out as specified in Clause 8.2. Based on Technical evaluation, the Price Bids of only Bidders meeting the Responsiveness Tests, Proposal Qualification criteria and found technically qualified as per the evaluation criteria as specified in clause 7 and 8.2 shall be opened.
- (e) The bidders are required to quote, as per the Price Bid format in Appendix-18, the transaction charges in terms of percentage of transaction value to be charged to the merchants for all transactions undertaken through Common Payment Card System. The Bidder meeting the Responsiveness Tests and Proposal Qualification criteria, found technically qualified as per the evaluation criteria and quoting the **lowest such percentage** and whose Financial Proposal determines to be responsive as per clause 5.2 (d), shall be considered as Preferred Bidder (the “**Preferred Bidder**”).

3.2 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 matters considered relevant by them before submitting the bid by paying a visit to the site, sending written queries to the Authority, and attending the Pre Bid meeting.

3.3 ACKNOWLEDGEMENT BY BIDDER

- a) It shall be deemed that by submitting the bid, the Bidder has:
 - 1) made a complete and careful examination of the RFP
 - 2) received all relevant information requested from the Authority;
 - 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.5 above; and
 - 4) acknowledged that it does not have a Conflict of Interest

5) 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 or the Authority.

3.4 COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bid process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.5 RFP DOCUMENT PROCESSING FEE

A nonrefundable RFP Document Processing Fee of amount Rs. 10,500/- (Rupees Ten Thousand and Five Hundred Only) inclusive of VAT @ 5% equal to Rs. 500/- is required to be submitted by the bidders intending to participate in the bidding process. This document processing fee shall be submitted in the form of a demand draft in favour of Bhubaneswar Smart City Limited payable at Bhubaneswar. This fees shall be submitted with the technical bid in a separate envelope clearly super scribed as “RFP Document Processing Fee”. Any bid received without the RFP Document Processing Fee may be rejected by the Authority on account of non-responsiveness of the proposal.

3.6 SCHEDULE OF BIDDING PROCESS

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

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	20/02/2017
2	Last date for receiving Pre Bid queries/clarifications	03/03/17 upto 1800 hrs at following email address: - bbsr.bscl@gmail.com
3	Pre-Proposal Conference/ Pre Bid Meeting	06 th March, 2017 at 3 PM in : - Conference Hall Bhubaneswar Smart City Limited, 2nd Floor, Block – 1, BMC Bhawani Office Complex, Saheed Nagar, Bhubaneswar – 751 007, Odisha Telephone: 0674-2548228 E-mail: bbsr.bscl@gmail.com

		Contact person: Mr. Arabinda Routray, Chief Finance Officer
4	Due Date/Last date of Proposal Submission	21/03/2017 upto 1500 hrs at : - Bhubaneswar Smart City Limited, 2 nd Floor, Block – 1, BMC Bhawani Office Complex, Saheed Nagar, Bhubaneswar – 751007, Odisha Tel: - +91 674 2548228
5	Opening of Technical Proposals	At 1530 hrs on 21/03/2017
6	Opening of Price Proposal	To be indicated to technically eligible bidders after completion of Technical Evaluation
7	Signing of Agreement	Within 15 days from the date of issuance of LOA.

4. GENERAL

4.1 PROPOSAL/ BID VALIDITY

- a) Proposals shall remain valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date/Bid Submission Date (the “**Proposal Validity Period**”). The Proposal of the Bidder shall be considered non responsive if such Proposal is valid for a period less the Proposal Validity Period.
- b) In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 4.5 in all respects.

4.2 NUMBER OF PROPOSALS BY BIDDER

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

4.3 GOVERNING LAW AND JURISDICTION

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

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

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process/ Proposal Evaluation Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Proposal/Bid if:
 - 1) at any time, a material misrepresentation is made or discovered, or
 - 2) the Bidder is 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.
- d) If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

4.5 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- (a) The bidder shall furnish as part of its Technical Proposal, a separate Bid Security (also referred to as "*Earnest Money Deposit (EMD)*") for Captioned work as part of his Proposal as per the given format. The Bid Security/EMD shall be sealed in a separate envelope and super scribed as "Earnest Money Deposit ". An Earnest Money Deposit of **amount Rs. 20 lakhs (Rupees Twenty Lakhs Only)** shall be provided from any Scheduled Bank, in any one of the following forms/format: -

- i. Account payee Demand Draft / Banker's Cheque, in favour of "Chief Executive Officer, Bhubaneswar Smart City Limited and payable at Bhubaneshwar;
 - ii. An irrevocable Bank Guarantee (**Appendix 3**) (the "**Bank Guarantee**"), drawn in favour of Chief Executive Officer, Bhubaneswar Smart City Limited and Payable at Bhubaneshwar and valid for a period of 240 days (Two hundred and forty days) from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the bid documents. The Bank Guarantee should be issued from the local branch of the issuing bank at Bhubaneshwar. The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time as per clause 2.1.
- (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) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit so made and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
 - (d) The Bid Security of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Preferred Bidder or when the Authority cancels the Bidding Process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be returned through e-transfer in favour of the unsuccessful Bidder(s). In such cases, bidders shall provide in Appendix 15 the details of account under the sign of authorised signatory for return of EMD, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
 - (e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.
 - (f) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.5 (g) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

5. DOCUMENTS AND PRE BID CONFERENCE

5.1 CONTENT OF RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4.

1. RFP Part-1

Disclaimer

Section A Definitions

Section B Instruction to Bidders

Section C Annexures

Annexure 1 – Bill of Quantities

Annexure 2 – Income Statement of BMC, BDA & BPTSL

APPENDICES

Appendix 1 – Covering Letter

Appendix 2 – General Information

Appendix 3 – Experience Statement

Appendix 4 – Performance Statement/ Experience Statement

Appendix 5 – Financial Capacity Statement

- Appendix 6 – Project Execution Methodology
- Appendix 7 – List of Subcontractor
- Appendix 8 – List of OEM
- Appendix 9 – Format for Equipment Data Sheets
- Appendix 10 – Undertaking for Correctness of Information
- Appendix 11 – Proforma of Bank Guarantee For Bid Security
- Appendix 12 – Power of Attorney for Signing of Proposal
- Appendix 13 – Undertaking Regarding Blacklisting
- Appendix 14 – Performance Guarantee
- Appendix 15 – Undertaking for E-Transfer of Refunds
- Appendix 16 – Power of Attorney to Lead Member
- Appendix 17 – Joint Bidding Agreement
- Appendix 18 – Content and Format of Price Proposal
- Appendix 19 – Draft License Agreement

2. RFP Part-2 : Technical Specification and Scope of Work

3. RFP Part-3 : Draft License Agreement

5.2 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 3.6. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process, in order to enable Authority to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting. The responses to queries will be uploaded on the websites www.bmc.gov.in and www.bdabbsr.in.
- b) The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 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.

5.3 PRE-BID MEETING

- a) A pre-bid meeting would be held at the time and address specified in Schedule of Bidding Process, Clause 3.6. 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 endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications / responses would be shared by emailing the responses to Shortlisted Bidders as per clause 5.2. The bidders are requested to keep themselves updated with the website content as any amendments or clarifications to the RFP shall not be published in the newspapers and will only be uploaded on the websites www.bmc.gov.in and www.bdabbsr.in for information of all.
- 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.

5.4 AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the Proposal/Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be sent to Shortlisted Bidders and uploaded on the websites of Authority as per 5.3(c) above.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal/Bid Due Date.

6. PREPARATION AND SUBMISSION OF PROPOSALS

6.1 LANGUAGE OF PROPOSAL

- a) The Proposals and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by notarized translations in the English language, duly authenticated and certified by the Bidder.
- b) All supporting materials, which are not translated into English, may not be

considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

- c) The Bidders shall ensure that any number mentioned in the Proposal shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

6.2 PROPOSAL CURRENCY

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

6.3 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 one original set of the Technical Proposal (together with originals / copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Technical Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

The Bidder shall submit the ***Price Proposal (Appendix-2) in a separate envelope clearly marked as Financial Bid.***

The contents of the proposal i.e. (i) Technical Bid (Original); (ii) Technical Bid (Copy); (iii) Financial Bids; (iv) RFP Document Processing Fee of Rs. 10,500/- and (v) EMD of Rs. 20,00,000/- shall be submitted in a manner as specified in section 6.4 below.

- b) The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. The signature of the authorized signatory shall bind the Bidder to have acknowledged to all the terms and conditions of the contract and bind to the content of proposal submitted by the bidder. 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.
- c) **The Proposal must be properly signed by the authorized signatory (the "Authorized Signatory") of the Bidder holding the power of Attorney. Such Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.**

6.4 PROPOSAL SUBMISSION FORMAT & SEALING AND MARKING OF PROPOSALS

- a) The original of the Bid Security and RFP Document Processing Fee of the required value and in approved format as specified in clause 2.5 shall be sealed in two separate envelopes and shall be super scribed as following:

“Envelope 1 – RFP Document Processing Fee”

“Envelope 2 – Earnest Money Deposit”

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

“Envelope 3 – Technical Proposal (Original and Copy)”

- c) The documents of Technical Proposal shall be as per the Appendices provided with this RFP and should comprise of all documents required to be submitted as per Appendix 1 to Appendix 17, whichever applicable.

- c) The bidder shall submit the Financial Proposal as per the format of Price Proposal provided in Appendix-2 of this RFP. The Bidder shall also submit all other documents as specified in Appendix -2 along with the financial proposal in a separate envelope clearly super scribed as:

“Envelope 4 – Financial Proposal”

- d) The Bidder shall have to provide (i) rates , make and Models for each BOQ item (ii) O&M costs for year-1 to year-7 along with detailed breakup, in a separately sealed envelope in hard copies as per the format specified in Appendix-7 (B), on which the following shall be super scribed:

“Envelope 5 – Block Cost Estimates – TO BE OPENED ONLY WITH FINANCIAL PROPOSAL”

The Bidder shall have to provide only original copies of Envelope – 4 and Envelope – 5 and no duplicate or copy of proposal will be required.

It is to be noted that rates of the BoQ items shall not be taken in Financial Proposal Evaluation. The Envelope 5 shall only be opened at the time of opening of Envelope 4 - Financial Proposal.

- e) The Bidders are required to submit it's Proposal (i.e. Technical Proposal and Financial Proposal) on or before the Proposal Due Date specified in clause 1.9.
- f) The original and copy of the Technical Proposal shall also be sealed separately clearly marking the Original and Copy.
- g) All the above envelopes (Envelope 1, Envelope 2, Envelope 3, Envelope 4, and Envelope 5) with the original Proposal documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through

- its authorized signatory on all pages shall then be sealed in one outer envelope.
- i. The inner and outer envelopes shall be addressed to the Authority at the address specified in clause 1.9 and marked as below:

“Proposal for CPCS for the city of Bhubaneswar”

Each inner and outer envelope should be super scribed with following information.

- 1) Name and Address of Bidder
 - 2) Contact person and phone numbers and email ids
- ii. Each of the envelopes shall be addressed to the Authority at address of submission provided in clause no 3.6. The Proposal shall be sent through Speed Post/Hand delivery/Courier so as to reach prior to Proposal Due Date and time at the address provided for submission in clause no 3.6.
 - iii. 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.
 - iv. The Proposals of the Bidder, not submitted separately as Technical Proposal and Financial Proposal as above, are liable to be rejected.

6.5 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 no 3.6.
- b) Proposals should be submitted on or before Proposal Due Date at the address specified in Schedule of Bidding Process clause no 3.6 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 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Proposal Due Date as extended. Any such change in the Proposal Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by sending the email of Addenda to all Shortlisted Bidders and uploading on the websites of Authority.

6.6 LATE PROPOSALS

- a) Proposals received by the Authority after the specified time on the Proposal Due Date and time shall not be eligible for consideration and shall be summarily rejected. Such Proposals shall be returned unopened to the Bidder.

- b) Authority shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.

6.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- a) Bidder shall not be allowed to modify any part of its Proposal after the Proposal Due Date.
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Proposal after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of Proposal Due Date and Time.
- c) The Bidder may modify, substitute or withdraw its proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Proposal Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date and Time.
- d) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 6.4 (“Sealing and Marking of Bids”), with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- e) Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

7. PROPOSAL EVALUATION CRITERIA

7.1 MINIMUM ELIGIBILITY CRITERIA

The Bidder must meet Eligibility Criteria in order to qualify for the technical evaluation stage. The bidder may be a single entity or a group of two entities (“Consortium” limited to two members) coming together to implement the project subject to compliance with applicable laws, policies and guidelines of Central and State Government. The term Bidder used hereinafter would therefore apply to both a single entity as well as Consortium.

- a) The Single Bidder must be a Scheduled Bank (included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934).
- b) In case the Bidder is a Consortium then: -
 - (i) the Lead Member must be a Scheduled Bank and other member may be a Financial Institution / Non Banking Finance Company or Bank registered with Reserve Bank of India / Information Technology firm / firm having similar kind of project/payment solution experience with Installation of EFT POS Terminals, Manufactured/Supplied Smart Cards for financial transactions or Public transport/utility payment or value added solution

provider.”

- (ii) The Lead Member shall be authorized 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 Appendix 16;
 - (iii) The member of the consortium or any other single bidder cannot at the same time be member of any other Consortium bidding;
 - (iv) The members shall enter into a joint bidding agreement as per Appendix 17 and submit it along with technical proposal.
- c) The Single Bidder or the lead member of consortium should have branch office or Head Office in Bhubaneswar.
 - d) The bidder or the members of the consortium together should have a minimum Net worth of Rs. 1000 Crores in the last financial year.
 - e) The Bidder or its Technology Partner should have switch certified for operating credit/debit/prepaid debit card acquiring and issuing in India.
 - f) The Bidder or Bidder's contracted card agency or the consortium member proposed for the project must have the experience of Magnetic Card or Smart Card design and supply.
 - g) The Bidder or a member of consortium should have a payment acceptance infrastructure of at least 500 POS machines at the time of submission of proposal.
 - h) The Bidder or any of the members of consortium should not be blacklisted by Government Agency in India or abroad.
 - i) The Bidder or any member of the consortium should have undertaken at least one project as specified hereunder (either completed/ or in process of implementation);

“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)”

7.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- a) The Bidder should have submitted required EMD as per clause 4.5 of the RFP.
- b) The bidders should have submitted the technical proposal with all forms complete as provided at Appendix 1 to 17 including the undertaking provided at Appendix

10 for : -

- (i) Willingness to setup at least 275+ card recharging, dispensing and bill payment services through network of service providers under CPCS; and
 - (ii) Providing and setting up a local technical team in Bhubaneswar for operations and support during implementation and operation of the CPCS project.
- c) The Bidders are permitted to take credit from its Parent/ Subsidiary / Sister Concern for meeting the Technical Evaluation Criteria provided meeting following conditions.
 - (i) In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Technical proposal Evaluation Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.
 - (ii) The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it. Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary. Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern. If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm)
- d) The Bidders or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Technical Proposal Evaluation Criteria shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Proposal Due Date. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP Submission.
- e) The Services of any of the Bidder should not have been terminated by Authority or any other Government Authority in India or abroad, before the completion of

respective Contract Period for which it has executed the Project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance shall be found by Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bidder or terminate the Contract.

- f) **The Bidders will be required to provide a Solution Over view through brief Write-up / Presentation in written form not exceeding broadly 5000 words.**

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

Sr. No.	Content of Solution Overview
i	Understanding of the project and need requirements of BSCL through followings.
	Overall understanding of system requirement with workflow explaining how the proposed solution would meet the BSCL requirement.
	Solution & Proposed Architecture for CPCS 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
ii	Project Management Plan, Work Plan including tie up with capable Technical Partner
iii	USP of proposal in terms of followings.
	<ul style="list-style-type: none"> • Approach in increasing penetration of CPCS through loyalty program and other innovations- Marketing Plan. • Innovation in Technology, Design
iv	Timelines
v	Project Risk Identification and Mitigation Strategies

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

- g) The evaluation of the write up and presentation made under sub-section (f) above shall be as per the marking criteria provided below: -

Sl. No.	Technical Marking System	Points
i	Understanding of the project and need requirements of BSCL through followings. <ul style="list-style-type: none"> – Overall understanding of system requirement with workflow explaining how the proposed solution would meet the BSCL requirement – Solution & Proposed Architecture for CPC 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 	30
ii	Card Services and their experience on similar solution (Implemented any time and Operated/maintained during last 10 years)	20
iii	Central card hosting /clearing house system setup and experience in have retail merchants and co-branded partner	10
iv	Top-up channel services through e-payment gateways (web, Mobile etc.,)payment aggregator shall be certified for PCI DSS (Payment Card Industry Data Security Standard) company or equivalent	10
v	Project Management Plan, Work Plan including tie up with capable Technical Partner	10
vi	USP of proposal in terms of followings. <ul style="list-style-type: none"> • Approach in increasing penetration of CPC through loyalty program and other innovations- Marketing Plan. • Innovation in Technology, Design 	10
vii	Project Risk Identification and Mitigation Strategies	10
Total Marks (I+II+III+IV+V+VI+VII)		100
Minimum qualifying marks		70

The proposal of bidders which score more than 70 as per the marking above, shall be shortlisted for financial bid opening and evaluation of financial proposal as per section 7.3 provided below.

7.3 EVALUATION OF FINANCIAL PROPOSAL

- a) The Financial Proposal of only bidders qualifying the minimum eligibility criteria as per 7.1, and meeting the Technical Proposal Evaluation Criteria specified in clause 7.2, shall be opened. The Price Proposal opening process is specified in clause 8.3.
- b) Bidders are required to quote followings as per the Price Proposal format provided in Appendix-18.

Transaction Charges in terms of percentage (%) of transaction value to be charged by the licensee to the merchants

- c) The Bidder Quoting the **Lowest percentage** in b) above shall be considered as Lowest Bidder/ Preferred Bidder and considered for award after following due process as per clause d) hereunder.
- d) The Authority shall determine the responsiveness of Financial Proposal of Bidder determined to be Lowest in relation to the Market rate or Authority's Internal Estimate or Good Industry Practice. In case of the Price Proposal of the Lowest Bidder is found seriously unbalanced by Authority in relation to the market rate or it's internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at it's 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 if the Financial Proposal of the Lowest Bidder, 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.

8. EVALUATION PROCESS

8.1 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 3.6 in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) Proposals for which a notice of withdrawal has been submitted in accordance with Clause 6.7 shall not be opened.
- (iii) The Bidder's names, the presence or absence of requisite Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Proposal.

(iv) The Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out hereunder in clause 8.2.

8.2 EVALUATION OF TECHNICAL BID/PROPOSAL

The Bidders shall be required to submit documents as listed in this RFP document as per clause 6.4 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 Scheduled Banks only as a Sole Bidder or in consortium;
 - (ii) It is received as per the format specified in RFP and prior to Proposal Date and time;
 - (iii) Technical Proposal is received through Speed Post / Courier / Hand delivery only;
 - (iv) It is signed, sealed, and marked as specified in clause 6.3 and 6.4;
 - (v) it contains all the information, Annexures, documents and Authorizations in accordance with clause 6.4;
 - (vi) it contains two separate sealed and marked envelopes for Technical Proposal and EMD;
 - (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 7.2.
- 2) Evaluation of Financial Proposal of only those Bidders meeting the Technical

Evaluation Criteria as above (1), shall be carried out.

8.3 OPENING OF FINANCIAL PROPOSAL

- (i) The Financial Bid shall be provided by the bidder as per the format specified in Appendix - 18 to this RFP. The Financial Proposal of only the Bidders determined to be Responsive and meeting the Technical Proposal Criteria in accordance with Clause 8.2, and declared “Technically Qualified Bidders”, shall be opened in the presence of such Bidders and/or their authorized representatives who choose to attend.
- (ii) The time and date of opening of Financial Proposal shall be informed to the Bidders who are declared as Technically Qualified Bidders in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, Bid rates, etc. will be announced at such opening.
- (iii) The Authority shall evaluate Price Proposal in accordance with the provision set forth in clause 7.3.

8.4 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.

8.5 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 10.
 - 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.
- (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 Licensee either by issue of the LOA or entering into the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Licensee, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Licensee. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

8.6 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.

8.7 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.

8.8 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.

9. APPOINTMENT OF LICENSEE AND SIGNING OF AGREEMENT

9.1 SELECTION OF BIDDER

Subject to the provisions of clause 7 and clause 8, the Bidder whose Bid is (i) adjudged as responsive in terms of clause no 8.2 (a); (ii) meeting the Technical Proposal Evaluation Criteria as per clause 7.2 and clause 8.2(b); and (iii) whose Financial Proposal offered, on evaluation as per clause 7.3 has been determined to be Lowest and responsive as per clause 7.3 (d), shall be considered as the "**Preferred Bidder**" (the "**Preferred Bidder**") for award of work after following due process including negotiation.

9.2 NOTIFICATION OF AWARD

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

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

9.3 SIGNING OF CPCS LICENSE AGREEMENT

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security and Consortium Agreement as per clause 9.4 and 9.5, to execute/sign the License Agreement within the 30 (thirty) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft License Agreement.
- b) The Draft copy of License Agreement is specified in Appendix 19.
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Bhubaneswar in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

9.4 PERFORMANCE SECURITY

- a) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the CPCS License Agreement, on or before the date of signing of Agreement (the “**Execution Date**”), an **unconditional and irrevocable bank guarantee for amount of Rs 2.0 Crores (Rs Two Crores only)** in favour of the “Chief Executive Officer, Bhubaneswar Smart City Limited”, from any Scheduled Bank other than the Preferred Bidder to Authority as per format provided in respect thereof in Appendix 14 (“**Performance Security**”).
- b) The Licensee (*after the signing of Agreement the Successful Bidder shall be termed as the “Licensee”*) shall maintain a valid and binding Performance Security for a period up to 90 days after the expiry of the Contract Period (“**Validity Period**”)¹.
- c) If the Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- d) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - i) in the event the Authority requires to recover any sum due and payable to it by the Licensee including but not limited to Damages; and which the Licensee has failed to pay in relation thereof; and

¹ In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed 45 (forty five) days before its expiry.

- ii) in relation to Licensee's Event of Default in accordance with the terms contained in the Agreement.
- e) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provision of the License Agreement. The Licensee shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- f) At the end of the License Period, the Performance Security shall be returned to the Licensee without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the License Agreement.

9.5 ANNULMENT OF AWARD

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

9.6 TAX LIABILITY

- (a) The rates quoted in Price Proposal Appendix-18 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 Licensee 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 Licensee
- (b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

10. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or any of the member of consortium, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance

Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

- b) Without prejudice to the rights of the Authority under sub clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Licensee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (iii) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s

participation or action in the Bidding Process;

- (iv) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar 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 Licensee shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of

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

ANNEXURES – BOQ AND INCOME STATEMENT

Annexure I: BILLS OF QUANTITIES

This section comprise brief description of municipal services including Bills of Quantities required in each. The Bidder shall have to provide rates, make and models for each BOQ item in separate envelope along with Originals of Technical Proposal. It is to be noted that rates of the BoQ items shall not be taken in Price Proposal Evaluation.

The Bidder shall have to provide (i) rates , make and Models for each BOQ item (ii) O&M costs for year 1 to year 7 along with detailed breakup, in separate envelope in hard copies as per the provision of clause 6.4 (d). This Envelope shall be opened at the time of Price Bid Opening. It is to be noted that rates of the BoQ items shall not be taken in Price Proposal Evaluation

1. Total Combined Bills of Quantities for CPCS Project

Sr. No.	Item	Qty
A	Hardware Items	
1	POS machines for Neighborhood Stores and Civic Centers	325
2	EMV Compliant Smart Cards	5,00,000
3	Central control Center Servers, Database, call center etc – Hardware Component to be hosted at Bidder’s premises	1
B	Software items	
1	Card Host System	1
2	Clearing House Solution	1
3	web portal- Internet Payment Gateway	1
4	Payment Wallet /Mobile Recharge	1
5	Integration Cost +EMV Kernel	1
6	Central control Center Servers, Database, Call Center etc. – Software Component to be hosted at Bidder’s premises	1
7	L2 Kernels for Validation Devices	3
8	Mobile Application	1

2. O&M Cost

The Bidder shall have to provide detailed breakup of O&M costs for year 1 to year 7.

Notes : 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 mentioned rates of such line items separately.

Annexure II: INCOME STATEMENT OF BMC**Income Statement of BMC for the year 2011-12, 2012-13, 2013-14 and 2014-15**

S. No.	Item	Yearly Income (Amount in INR Crores)			
		2011-12	2012-13	2013-14	2014-15
1	Tax Revenue (Includes Holding Tax & Advertisement Tax including advertisement tax on land hoardings, bus shelters, Hoardings on Private Land, on others and on government land)	26.99	39.14	31.48	35.82
2	Assigned Revenue & Compensations (Compensation in lieu of Octroi, Entertainment Tax, Solid waste Management Fund & Motor Vehicle Tax)	48.70	50.19	80.91	79.29
3	Municipal Properties (Rents from Markets, Shopping Complex, Community Halls, Yatri Niwas, Kalyan Mandap, Office building, working women hostel and Opolfed/ Omfed / Ground Rent)	1.46	1.88	1.66	1.65
4	Fees & User Charges (Trade License Fees, license fee from hawkers, staff quarters, kine house, slaughter houses, income from providers of telephony services, license fee on RoW, licensing fee on poles, Fees from sanction of building plans, Fees from copies of plan, Peripheral Development Charges, Slum/staff quarters, Property transfer charges/Mutation Fees, Notice Fee/ Scrutiny Fee, Warrant fees, Marriage Registration Fees, RTI Application Fees, Septic tank cleaning charges (Sludge Pump), Ambulance charges, Funeral Van (Hearse) charges/ Mahajatra, Sewerage cleaning charges, Parking fees, City Transportation Fund, Crematorium Fees, User Fees, User Fees-NOC, Express	15.74	16.58	13.01	10.04

S. No.	Item	Yearly Income (Amount in INR Crores)			
		2011-12	2012-13	2013-14	2014-15
	Cleaning Service, Income from Temporary Shed/Platforms, Recovery charges for damages to roads (Road Cutting), Other Fees & Charges, Reimbursement of Expense by others, Hospital Income - Pathology, Hospital Income - Doctors Fees & Hospital Income - Others				

Income Statement of BMC for the year 2011-12, 2012-13, 2013-14 and 2014-15

S.No	Item	Yearly Income (Amount in INR Crores)			
		2011-12	2012-13	2013-2014	2014-15
1	Fee and development charges (planning Sec.) scrutiny fees, development charges	11.77	1,4.79	14.26	8.67
2	Miscellaneous a) Rent for commercial complex b) Interest on investment c) Sale of agreement paper brochure etc. d) Parking fees e) Other miscellaneous receipts Rent Janata Maidan, Watch & Ward Charges, Project Development fees etc.	2,9.81	2,2.17	41.14	21.77

Income of BPTSL:

BPTSL currently owns approximately 165 buses under operation in the city. At present, the buses are being operated through a private operator named M/s Dream Team Shahara. The revenue is totally realised by the private operator and a fixed fee based on number of buses is paid to BPTSL by the operator. Based on the past data, the average ridership per day for 165 buses is approximately 45,000. BPTSL is implementing to procure another 500 buses to augment city transportation services. Also, the transit management system under ICOMC is proposed to be implemented for the fare collection system and other services to commuters. The average fare for travel for BPTSL buses is Rs. 15. The detailed list of fares is provided below for reference: -

GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPMENT DEPARTMENT

HUD-13-UT-65-SCH-17-0038/2014, Bhubaneswar, ~~19/29~~, Dt. 22-9-14

From Shri Belalsen Behera,
Under Secretary to Government.

To The Chief Executive Officer, BPTSL,
Bhubaneswar, E-mail: bptslbbsr@gmail.com.

CORRIGENDUM

Sub: - Revision of fare for City Bus Service.

Sir,

Para 1 of this Department letter No. 18762/HUD, dated 18-09-2014, wherein "FARE STRUCTURE (UPPER CEILING)" on City Bus Service operated by Bhubaneswar Puri Transport Services Ltd. (BPTSL) mentioned in a tabular form may be read as follows which rectifies typographical errors and provides clarity.

FARE STRUCTURE (UPPER CEILING)

Kilo Meter Slab	Existing Fare (in Rupees)	Revised Fare (in Rupees)
Up to 3 KM	6.00	7.00
More than 3 KM and up to 6 KM	8.00	9.00
More than 6 KM and up to 9 KM	9.00	10.00
More than 9 KM and up to 12 KM	11.00	12.00
More than 12 KM and up to 15 KM	14.00	15.00
More than 15KM and up to 18KM	18.00	20.00
More than 18 KM and up to 21 KM	21.00	23.00
More than 21 KM and up to 24 KM	28.00	31.00
More than 24 KM and up to 27 KM	36.00	39.00
More than 27 KM and up to 30 KM	39.00	42.00
More than 30KM	43.00	47.00

Yours faithfully,


22/9/2014

Under Secretary to Government.

Contd..P/2

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FORMATS FOR TECHNICAL PROPOSAL

Appendix 1: COVERING LETTER

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

Date.....

To,

Chief Executive Officer- ,

Bhubaneswar Smart City Limited

Block-1, 2nd Floor, BMC- Bhawani Mall

Saheed Nagar, Bhubaneswar- 751007

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 CPCS Project.
2. Attached to this letter are certified copies of original documents defining:
 - (a) The Bidder’s legal status including Memorandum and Article of Association, Partnership Deed, sales tax registration whichever is applicable.
 - (b) The Bidder’s principal place of business; and
 - (c) The place of incorporation (for bidders which are corporations); or the place of registration (or Income Tax registration) and the nationality of the owners (For members’ of consortium bidders who are partnerships or individually – owned firms).
 - (e) Required Bid Security as specified in RFP and all documents as specified in RFP in respective envelopes.
 - (f) Price Proposal online through website: <https://tendersodisha.gov.in/>
3. BSCL 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 Authority(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 BSCL;
 - (b) BSCL reserves the right to reject or accept any application, cancel the qualification/Bid process, and reject all applications; and
 - (c) BSCL shall not be liable for any such actions as at (b) above and shall be under no obligation to inform us of the grounds for the same.
6. We confirm that in the event of our bid is successful resulting in award of contract, the same will be:
 - (a) Signed so as to legally bind all partners jointly and severally; and
 - (b) Submitted with a consortium agreement providing the joint and several liability of all partners/Consortium members in the event contract is awarded to us.
7. We confirm that we agree with the terms and conditions provided in RFP. The Proposal submitted by us shall be valid for a period of Proposal Validity Period specified in RFP.
9. The Bid Security of INR _____ in the form of the Demand draft / Bank Guarantee in favour of “Chief Executive Officer”, Bhubaneswar Smart City Limited and payable at Bhubaneshwar, on -----bank,----- is enclosed .
10. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Name and Signature of Authorized Signatory of the Bidder.

For and on behalf of (name of Consortium)

Appendix 2: GENERAL INFORMATION

Details of Applicant

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business: *[attach certificate of incorporation]*
(e) Details of Permanent Account number *[attach certificate]*
(f) Details of Service Tax Registration Certificate *[attach certificate]*
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role	Percentage of share in the consortium
1			
2			

Appendix 3: EXPERIENCE STATEMENT

[To be provided by Bidder and all members of Consortium in case Bidder is a Consortium]

S. No.	Particulars	Response <i>[Attach separate sheets for elaborate responses]</i>	Proof of evidence <i>[provide brief of the evidence and relevant page nos. where placed in the proposal]</i>
1	Whether the Bidder has Branch office or Head Office in Bhubaneswar? If yes, then Provide Address and contact details.		
2	Whether the Bidder has its 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.		
3	Whether the Bidder has payment acceptance infrastructure of at least 500 POS machines at the time of submission of EOI? Provide documents evidencing such experience.		
4	Whether the Bidder or its contracted card agency or technology partner proposed for the project has the experience of Magnetic Card or Smart Card design and supply. Provide following in support : - 1) Provide documents evidencing such experience. 2) Nature of tie up proposed by Bidder with its contracted agency for ensuring reliability of services. Any previous experience with such agency. Kindly elaborate.		
5	Any other Documents / information demonstrating Bidder's capability		

Appendix 4 : PERFORMANCE STATEMENT/ EXPERIENCE STATEMENT

[Project Title]

(Attach separate sheet for each project)

- A. Project Brief
- B. Authority (Name & Address)
- C. Cost of the Project
- D. Duration & period of the Project
- E. Role & responsibility of the organization
- F. Whether Project executed by forming Joint venture or Consortium with other organization (In case of consortium provide share percentage in consortium).
- G. Other features of the Project
(details such as no of retail merchants, co- branded partners, loyalty program, Top-Up Channels , PCI DSS Complaint payment, CCHS, Card Host etc.)
- H. Country in which it executed.

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

Appendix 5: FINANCIAL CAPACITY STATEMENT

{On Statutory Auditor's letterhead}

[In case of Consortium, all the members should provide this Certificate]

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

Financial Year	Net Worth (In Rs. Crores)
2015-16	

**To be provided from latest available Audited statement*

*** for the purpose of Net worth Calculation it is defined: Net worth* : = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)*

(Signed and Sealed by the statutory auditor)

ENCL.

(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.

Appendix 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).

<p>Understanding of the project and requirement of BSCL for CPCS Project in Bhubaneshwar City through followings.</p> <ul style="list-style-type: none">• Overall understanding of system requirement with workflow explaining how the proposed solution would meet the BSCL requirement.• Solution & Proposed Architecture for CPCS 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
<p>Project Management Plan, Work Plan including tie up with capable Technical Partner</p>
<p>USP of proposal in terms of followings:</p> <ul style="list-style-type: none">• Approach in increasing penetration of CPCS through loyalty program and other innovations- Marketing Plan.• Innovation in Technology, Design
<p>Timeline</p>
<p>Project Risk Identification and Mitigation Strategies</p>

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

Appendix 7: LIST OF SUBCONTRACTOR

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

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

Appendix 8: LIST OF OEM

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

Appendix 9: FORMAT FOR EQUIPMENT DATA SHEETS

Sr. No	Item	Documents	Remarks (If any)
1	Detailed technical Datasheets /Manufacturer's Authorisation	Data Sheets	
2	Quality Assurance	Details of the Bidders internal quality assurance activities and international certifications received	

Appendix 10: UNDERTAKING FOR COMPLIANCE TO RFP CONDITIONS

(On stamp paper of appropriate value)

1. 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.
2. It is further certified that upon selection as the Licensee for implementing the Common Payment Card System (CPCS) as per the terms and conditions of the RFP, we undertake to set up: -
 - (i) a local technical in Bhubaneswar for Operations and Support for implementation and operations of the CPCS project;
 - (ii) at least 275 or more card recharging, dispensing and bill payment services through the network of services providers under CPCS project.
3. It is further to certify that upon selection as the Licensee for implementing the Common Payment Card System (CPCS) as per the terms and conditions of RFP, we undertake to : -
 - (i) Share with BSCL, 10% of revenue earned by the licensee from transaction charges on the transactions through CPCS for non-municipal payments;
 - (ii) Design the Common Payment Card with co-branding of Authority and the Licensee or any other brand as directed by Authority; and
 - (iii) Comply to the condition of providing market rates as being provided to the Authority or other City Agencies for soliciting placement of fixed deposits of the Authority or City Agencies with the Licensee (the lead member in case of consortium).

Dated this _____ day of _____ 201_.

Signature

(Company Seal)

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

Signed by

Authorized Signatory with designation

Appendix 11: PROFORMA OF BANK GUARANTEE FOR BID SECURITY²

To

Chief Executive Officer- ,

Bhubaneswar Smart City Limited

Block-1, 2nd Floor, BMC- Bhawani Mall

Saheed Nagar, Bhubaneswar- 751007

(To be executed on stamp paper of appropriate value)

B.G. No. [____]

Dated:

1. In consideration of you, Bhubaneswar Smart City Limited (referred to as **BSCL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for providing smart card based Common Payment Card System (CPCS) for city based transportation system, recreational and amusement areas of BMC, municipal bill payment, utility payments, retail and other payments within corporation (the Project), as a part of implementation of Smart Cities Mission in Bhubaneswar, pursuant to the Request for Proposal dated [____] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [____] and one of its branches at [____] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BSCL an amount of Rs. [____] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by BSCL stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.

² Issued by a scheduled bank

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BSCL is disputed by the Bidder or not, merely on the first demand from BSCL stating that the amount claimed is due to BSCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
- (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - (b) If a Bidder is disqualified in accordance with Clause 3;
 - (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in the RFP.
 - (d) If a Bidder is declared the first ranking Bidder and it:
 - (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Authority and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - (ii) fails to furnish the Performance Security in accordance with the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.
- Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.
If the Bidder is declared as the Supplier, then the validity of the EMD of such Bidder shall be extended until the date on which the Supplier submits the Performance Security. The EMD of the Supplier will be returned upon the Supplier furnishing the Performance Security.
5. We, the Bank, further agree that BSCL will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of BSCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences

- between BSCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, BSCL will be entitled to treat the Bank as the principal debtor.
 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BSCL):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or BSCL under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
 12. It shall not be necessary for BSCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BSCL may have obtained from

the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.

13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BSCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [____]. The Bank will be liable to pay the amount or any part of the Guarantee only if BSCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to the Proposal validity period plus 60 days).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix 12: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(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 / Partner Resolution signed by Company Secretary / Director / Partner authorizing the Signatory)

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, ...[name of the Bidder] a ___ incorporated under the _____ and having its Registered Office/ office at ...[Address of the Bidder]

WHEREAS in response to the Request for Proposal (RFP) for Selection of Financial Institution for providing COMMON PAYMENT CARD SYSTEM (CPCS) for City Based Transportation System, Municipal Bill Payments, Utility Payments, Retail, Recreation, Amusement and Other Payments within the Area under Bhubaneswar Municipal Corporation ("Project") as per the Scope of Work specified in RFP, the Bidder is submitting his proposal and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Bidder deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company / firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____ [name of the Bidder] do hereby nominate, constitute and appoint.....[name & designation of the person] as its true and lawful Attorney of the Bidder to do and execute all or any of the following acts, deeds and things for the Bidder in its name and on its behalf, that is to say:

To act as the Bidder's official representative for submitting the RFP for the said project and other relevant documents in connection therewith;

[To enter into joint bidding agreement for the purpose of our participation in consortium and to further delegate powers to the Lead Members for submission of bid on our behalf;]³

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To submit RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Bidding firm as necessary for the purpose aforesaid.

³ Applicable only the bidder participating as a member in Consortium

<p>The common seal of [name of the Bidder] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of [name of the Bidder]</p>	<p>----- [name & designation of the person] ----- [name & designation of the person]</p>
--	--

Appendix 13: UNDERTAKING REGARDING BLACKLISTING

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted

(On a Stamp Paper of relevant value)

[All Consortium Member should provide in case Bidder is a Consortium]

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm are not barred by Government of Odisha (GoO) / any other entity of GoO or blacklisted by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium.

We further confirm that we are aware that our Application 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 proposal at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, (Year).

For
(Signature, Name & Title)

Accepted Notarised
(Signature, name, designation and address of the Attorney)

Appendix 14: PERFORMANCE GUARANTEE

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY⁴

Bank Guarantee No.[]

To

Chief Executive Officer- ,

Bhubaneswar Smart City Limited

Block-1, 2nd Floor, BMC- Bhawani Mall

Saheed Nagar, Bhubaneswar- 751007

WHEREAS (*supplier*), a company incorporated under the Company Act, with its principal office at (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. dated providing smart card based Common Payment Card System (CPCS) for city based transportation system, recreational and amusement areas of BMC, municipal bill payment, utility payments, retail and other payments within corporation as a part of the implementation of Smart Cities Mission in Bhubaneswar (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier Firm, up to a total of Rs./- (INR only), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs./- (INR only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

⁴ Issued by scheduled bank other than the successful bidder bank from their local branch at Bhubaneswar

This guarantee shall be valid until the day of

Our _____ branch _____*(Name & Address of the _____*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____* branch a written claim or demand and received by us at our _____* branch on or before Dt. otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the
Bank)

.....
Name and designation of the
officer

.....
.....

Seal, name & address of the Bank and address of the
Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods/ services.

Appendix 15: UNDERTAKING FOR E-TRANSFER OF REFUNDS

(Applicable only if bid security submitted in the form of demand draft)

(to be filled and submitted on company letter head)

I s/o hereby affirm that I applied for the _____ Notice No. of Bhubaneswar Smart City Limited (BSCL). I also declare and confirm my bank details for payments/return of deposits/security by BSCL through RTGS/NEFT.

PARTICULARS OF MY BANK ACCOUNT

Name as it appears in Bank Account (IN BLOCK LETTTERS)	(First Name)	(Middle Name)	(Last name)																
Bank Account No.																			
Name of Bank																			
Branch Details																			
IFSC Code (11 Digit)																			(available in cheque book or contact bank branch)
MICR																			

I further, solemnly declare that to the best of my knowledge and belief, the information given above is correct and complete and that the responsibility for correctness of bank account details stated above solely lies with undersigned. Bhubaneswar Smart City Limited shall not be responsible in any manner for any delay or wrong credit of payment resulting out of inaccurate or misrepresentation of the above data.

Place:

Date:

Signature of the Authorised Signatory

Appendix 16: POWER OF ATTORNEY TO LEAD MEMBER

**{On Requisite Stamp Paper}
(To be provided in case Bidder is a Consortium)**

Whereas the _____(Name of the Employer), (the “Employer ”) has invited proposal from interest parties for Selection of Financial Institution for providing Common Payment Card System (CPCS) for city based transportation system, municipal bill payments, utility payments, retail, recreation, amusement and other Payments within the Area under Bhubaneswar Municipal Corporation (“Project”). Whereas, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the EOI and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at, (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its EOI for the Project, including but not limited to signing and submission of all applications, EOIs and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign undertakings consequent to short listing of the Consortium and generally to represent the Consortium in all its dealings with the Employer, in all matters in connection with or relating to or arising out of the Consortium’s proposal for the Project.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Accepted Notarised
(Signature, name, designation and address of the Attorney)

Witnesses:

1.

2.

Appendix 17: JOINT BIDDING AGREEMENT

Format for Joint Bidding Agreement

(Refer Clause _____)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) **CHIEF EXECUTIVE OFFICER, BHUBANESWAR SMART CITY LIMITED** (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal No. dated (the “RFP”) for award of contract for **Selection of Financial Institution for providing Common Payment Card System (CPCS) for area within Bhubaneswar Municipal Corporation** (the “Project”) Build, Operate, Manage and Transfer basis.

(B) The Parties are interested in jointly bidding for the Project as members of a consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) IT IS A NECESSARY CONDITION UNDER THE RFP DOCUMENT THAT THE MEMBERS OF THE CONSORTIUM SHALL ENTER INTO A JOINT BIDDING AGREEMENT AND FURNISH A COPY THEREOF WITH THE PROPOSAL.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably get into a consortium arrangement (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Joint Venture / Consortium constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a Contract (the License Agreement”) with the Authority for performing all its obligations as the Vendor in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the License Agreement; and

(b) Party of the Second Part shall be the Member of the Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the License Agreement, till such time as the completion of the Project is achieved under and in accordance with the License Agreement.

6. Share of work in the Project

The Parties agree that the proportion of work in the License Agreement to be allocated among the members shall be as follows:

First Party: *[describe responsibilities of the financial institution {scheduled bank}]*

Second Party: *[describe responsibilities of the technology or other partner]*

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the completion of “Operation and Maintenance Period”) is achieved under and in accordance with the License Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India/Odisha}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.....

2.....

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

CONTENTS AND FORMAT OF PRICE PROPOSAL

Appendix 18: CONTENT AND FORMAT OF PRICE PROPOSAL

(To be submitted on letter head of Bidder / Lead Member)

Dated: _____

To

Chief Executive Officer- ,
 Bhubaneswar Smart City Limited
 Block-1, 2nd Floor, BMC- Bhawani Mall
 Saheed Nagar, Bhubaneswar- 751007

Subject: Submission of Price Proposal for RFP for Selection of Financial Institution for Providing Smart Card based Common Payment Card System (CPCS) for City based Transportation System, Recreational and Amusement area of BMC, Municipal Bill Payment, Utility Payments, Retail and other Payments within Bhubaneshwar.

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 Common Payment Card System (CPCS) For City Based Transportation System, Municipal Bill Payments, Utility Payments, Retail, Recreation, Amusement and Other Payments within the Area under Bhubaneswar Municipal Corporation (the “project”).

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 CPCS project on Built, Operate, Manage and Transfer basis as per the terms of the RFP. Following is our financial offer for the undertaking the Project.

Parameter	Quote of the Bidder (in %)
Transaction Charges in terms of percentage (%) of transaction value to be charged by the licensee to the merchants	

Notes:

- a) The rates quoted in Price Proposal Appendix-18 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 Licensee 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 Licensee

- b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- c) Evaluation of Price Proposal shall be carried out as per the method specified in clause 7.3.
- d) Preferred Bidder shall have to provide revenue model as per direction of the Authority
- e) The bidder shall provide block cost estimates as per direction provided in the RFP Section 6.4 (d).
- f) Either Party shall make Payment as per the terms specified in Draft License Agreement.

Thanking you,

Yours faithfully,

Name and Signature of the Authorised Person

Seal:

Address and contact number:

Appendix 18 (a) – Block Cost Estimates

{To be provided by the bidders as block cost estimate for all components considered for the purpose of bidding}

DRAFT LICENSE AGREEMENT

Appendix 19: DRAFT LICENSE AGREEMENT

(Attached Separately)

BHUBANESWAR SMART CITY LIMITED

2nd Floor, Block – 1, BMC Bhawani Office Complex, Saheed Nagar,
Bhubaneswar - 751007 | Email: - bbsr.bscl@gmail.com; Tel: - +91 674 2548 228



REQUEST FOR PROPOSAL

for

Selection of Financial Institution for providing

COMMON PAYMENT CARD SYSTEM (CPCS)

**For City Based Transportation System, Municipal Bill Payments,
Utility Payments, Retail, Recreation, Amusement and Other
Payments within the Area under
Bhubaneswar Municipal Corporation**

PART – II

Technical Specification and Scope of Work

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LIST OF ABBREVIATIONS USED IN THE DOCUMENT

BMC	Bhubaneswar Municipal Corporation
AUTHORITY	Bhubaneswar Smart City Limited
CPCS	Common Card Payments System
SP	Service Provider
SC	Smart Card
AFCS	Automated Fare Collection System
HTT	Handheld Ticketing Terminal
BCV	Bus Card Validator
STT	Station Ticket Terminal
SCV	Station Card Validator
CCC	Central Control Centre
MTBF	Mean Time Before Failure
MTTR	Mean Time to Replace
CCHS	Central Clearing House System
GSM	Global System for Mobile communications
GPRS	General Packet Radio Service
GPS	Global Positioning System
POS	Point of Sale System
GIS	Geographical Information System
GPS	Global Positioning System
UMTS	Universal Mobile Telecommunications System
BI	Business Intelligence
SLA	Service Level Agreement

TAT	Turn-Around-Time
PMC	Project Management Consultant
TPA	Third Party Auditor
QA	Quality Assurance
QC	Quality Control
DC	Data Centre
PM	Project Manager

1. INTRODUCTION

Bhubaneswar Smart City Limited (AUTHORITY) plans to implement **Open Loop based Smart Card based Common Payment Card System (CPCS)** with an aim to offer its citizens a common platform of payment facility which would enable them to conduct financial transaction for any services within the city. The system is envisaged to bring about an enormous ease to citizens by way of paying electronically using a smart card for all perceivable services including city transport, municipal services, parking, bill payments, utility payments, street vending, entertainment and amusement activities etc. This System will deliver City Payment Gateway which could aid integration of people, business and government/administration on a single platform. It also enables access to electronic payment infrastructure services to **all strata of society** and make itself available at every nook and corner of the city. It also aids in **green travel initiative** by enabling lesser travel by citizens for payment services other than transport services.

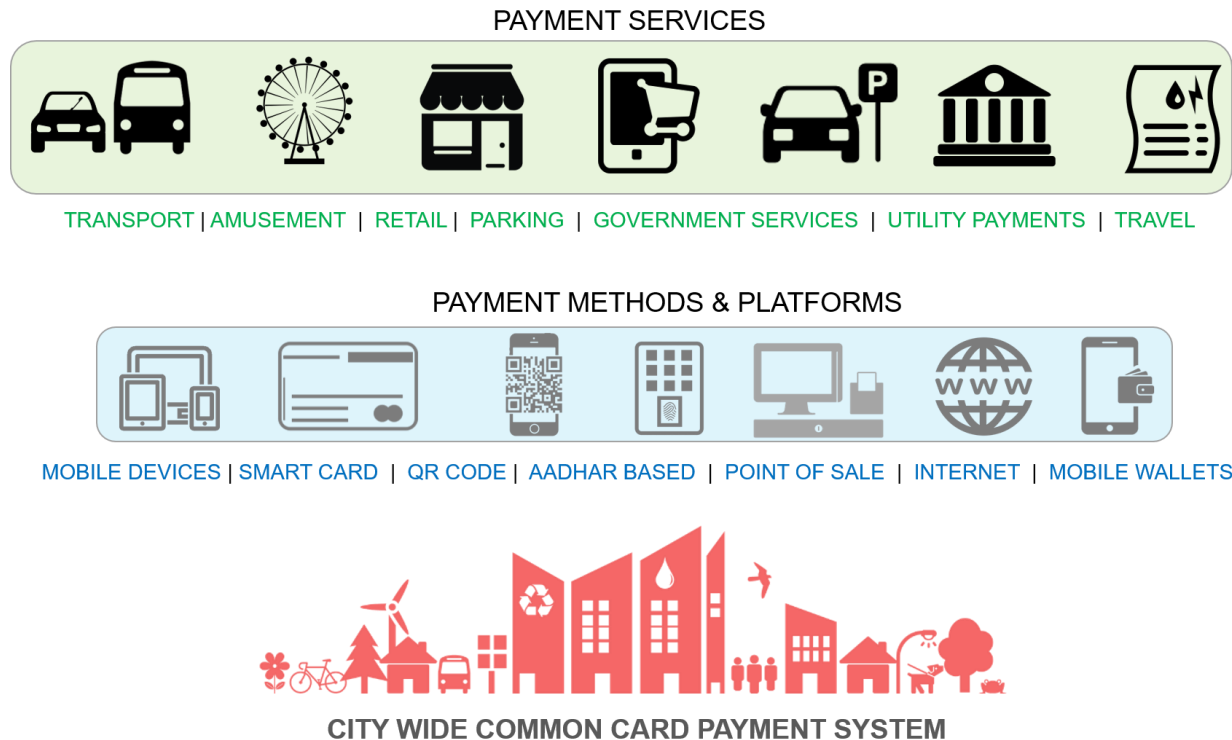


The overarching idea of a Common Payment Card System is to provide citizens a payment tool which could enable integrated and electronic payment environment and usage of same over diverse form of payment devices and applications. CPCS will provide integrated payment scheme aiming to facilitate integration of fares, tariffs, operators and modes which has often proved to have a positive impact on creating services demand. CPC system shall not only provide smart card based payment services but also expand on the service capability by making other modern payment services and platform like e-Wallets, virtual cards, UPI etc. to encourage and facilitate electronic payments at all levels of social and businesses.

The purpose of this document is to provide details on scope of work related to development, implementation, operation and maintenance of Common Payments Card (CPC) system for Bhubaneswar Smart City Limited to be implemented within Bhubaneswar City.

1.1 CPC Functional Overview

Common City Payment System (CPCS) is intended to support interoperable payment infrastructure within AUTHORITY through electronic media like smart cards, mobile phones, e-wallets and other forms of payment systems promoted by banks and government. The fare media shall be issued by Financial Institution (FI) on behalf of AUTHORITY and shall be accepted across different services such as **city buses, pay other transit fee, Parking facilities, Recreational Services, Municipal Payments, Utility Payments, Retail** etc. Functional overview is illustrated in the Figure 1.1 below.



1.2 CPCS Architecture Requirements

In-order to deliver above functionality and ensure the benefits are delivered to end users, the system shall meet the following:

- a) **Interoperability:** The CPCS Architecture shall be based on standards needed to provide a sound foundation for system interoperability (interfaces and products). Because the CPCS shall serve as the common foundation for ongoing ITS development work for **Bhubaneswar** city, factoring it into current system implementation will facilitate transition to a standard interface definition. Using standard interfaces will provide for regional interoperability and even interchangeability of some devices used in ITS management, even though they may be from different manufacturers.
- b) **Increased competition:** By implementing use of open standards (non-proprietary), multiple vendors will be able to meet the standards and be able to respond to RFPs. Support and upgrades will also be available from multiple potential sources, avoiding the problems of being locked in to one source.
- c) **Future expandability:** By designing within a common framework and using open standards, you will create an environment that integrates legacy systems with new ITS applications and allows more functionality to be added as needed.
- d) **Lower costs:** ITS equipment and device compatibility will create larger total markets attracting more suppliers resulting in more capable products at lower prices. The resulting long-term costs of deployment will be pushed down by these economies of scale for off-the-shelf ITS equipment and products and by competition through open-system enabling of multiple vendors.
- e) **Increased transportation system integration:** The open nature and structure of the ITS architecture and use of standards-compliant components will make integration of complex transportation management components and regional systems easier. Improved integration of systems operated by different agencies will permit effective information sharing and more effective use of resources. Seamless mobility services across agency lines will become a reality.

Note: *The solution provider shall be required to provide all protocols, API's interfaces etc. to AUTHORITY and solutions should be delivered using standard globally accepted protocols and practices.*

2. SOLUTION OVERVIEW

2.1 Integrated CPCS Overview

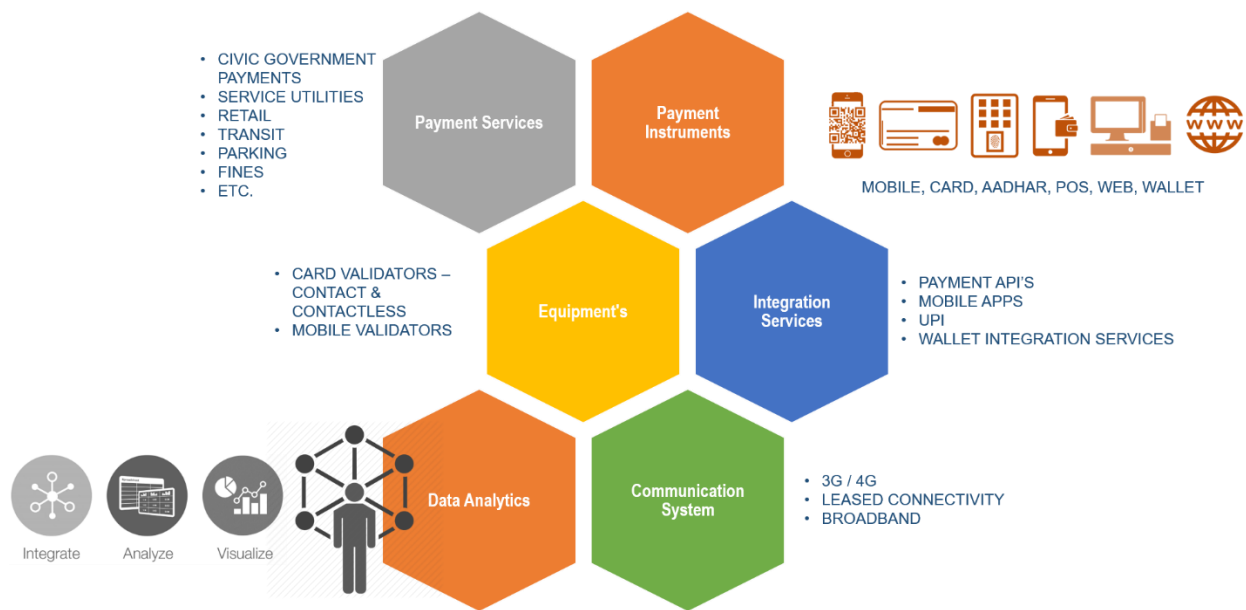
The integrated framework of CPCS shall enable seamless payments and services to be delivered over the service network built for services and payments needs. The framework presented below shall offer you a bird’s eye view of the intended common payment card network to be deployed as part of this project. The system being proposed will act as a city foundation framework for integrating objectives of implementing common payments infrastructure and will play pivotal role in digital payments proliferation within Bhubaneswar city. The CPCS is proposed to be utilized by current PT System and any other future public transit system that may be implemented within Bhubaneswar City and other payment services required by BMC as already mentioned in this document. The system will offer independence of payment options to match all the stakeholder’s requirements and also aim at delivering near home services as part of larger governance transformation process. The service delivery points will act as near home payments and city service hub and will enable citizens to pay for virtually all kind of payment needs within a household. The proposed system shall be enabled for integration with AADHAR system of UIDAI.



Figure 1: Conceptual CPC Architecture

The figure 1 above is indicative and does not include all the activities that would need to be carried out as part of implementation of CPC. Detailed scope is mentioned in the document below.

CPC system will offer a framework to manage devices, applications and payment instruments over singular system enabling users to have a payments instrument of their choice and basis of their financial enablement. The system will offer seamless services to bind citizens, business and government over a single integrated payments framework. The system will also offer significant insights to government and FI to tailor services based on the usage and the data thereby generated shall aid as a policy tool to deliver better and citizen oriented services.



The figure above offers holistic view of all the elements required to deliver an integrated payments and services framework as part of CPC project within Bhubaneswar city.

3. Scope of Work

The bidder shall be responsible for successful completion / execution of the activities listed in the following table of requirements to enable AUTHORITY's vision of Common Payment Card System, as well as maintenance of the solution.

3.1 Brief Scope of Work

- a) Design, supply, install, test, commission and maintain the equipment hardware, software, accessories, and interfaces required to complete the ecosystem for CPCS as per the project requirements.
- b) Design, develop and maintain the open loop smart card top-Up channels and e-payment services. The bidder shall design, develop and be responsible for the maintenance and management of required systems.
- c) Installation of the end to end open loop smart card based CPC system at the required locations. The system security shall include, as a minimum, protection against, fraud, theft, falsification of data, false accounting, external threats, denial of service, eavesdropping, loss or corruption of information, masquerading (spoofing) and unauthorized access, etc. The system shall adhere to industry recognized International and National standards and practices published.
- d) Deploy system for AUTHORITY to be able to perform day to day monitoring of the operations and the bidder shall provision for the MIS reporting and would be responsible for generation of MIS reports as per the requirements of the AUTHORITY till the duration of the contract.
- e) Maintenance of the equipment hardware, software, etc. and repairing and replacement in case of failures or defects as part of the defect liability period obligation of the contract for the contract duration. The bidder shall be responsible for hosting the Central CPC solution at banks premises with interfaces to BMC payment system.
- f) Interfacing with mobile application that shall be integrated mobile application for the purpose of ticketing for commuters and other applications as agreed between BMC and bidder.
- g) Comply with the project schedule provided by AUTHORITY.

3.2 Detailed Scope of Work

The bidder shall be responsible for successful completion / execution of the activities listed in the following table of requirements to enable AUTHORITY's vision of Common City Payment System, as well as maintenance of the solution.

- a) Provide technical interfaces, maintenance and support for the AFC system requirements over the contract period.
- b) Procurement, Personalization and Issuance of contactless EMV / RuPay smart cards for ticketing and payment for goods and services outside BPTSL transit in line with the Reserve Bank of India regulations/approvals.
- c) Providing transaction clearing, reconciliation of accounts and money settlement functions for all parties participating in the BMC co-branded smart card program.
- d) In addition to the physical top up of the AUTHORITY smart cards from Point of Sale machines and service delivery locations within city as per RFP, setup of web enabled online card money top-up over dedicated web channel with payment gateways and other banking channels.
- e) Provide card customer support over Phone, Internet and at bank branch level for card issuance, renewal, refunds, customer account management and customer support with payment gateway and authentication services as per RBI requirements.
- f) Manage the entire smart card life cycle management of open standards card specifications, card applications, payment scheme, card account management and card transactions.
- g) Develop suitable application for BPTSL that integrates with the Transit Fare Collection System, Smart card payment system and finance system of BMC including maintenance and support for the application during the contract period.
- h) Manage and undertake marketing and sales of AUTHORITY smart cards, the AUTHORITY mobile application and interfaces through web portal with commuters, retailers/ merchants in **Bhubaneswar** Region and urban agglomeration around with the objective of increasing card penetration, mobile payment and doing e commerce transactions.
- i) Enable and undertake card usage over multi modal transport, retail merchant, public utility payment, toll, petrol stations etc. with a view to make it the card of choice for

citizens and travelers in **Bhubaneswar** as well as to augment the non-fare box income for BMC.

- j) In this respect also enable installation of systems and processes at such usage points outside BPTSL transit through independent arrangement directly with the respective organizations.
- k) The bidder shall follow the schedules of works and supply and shall complete the sections of the works by the key dates set out in the tender document.

3.2.1 Design and Manufacturing of SMART Card

- a) FI shall design the EMV based open loop co-branded smart card ensuring compliance with all the standards and specification and provide the same for approval of Authority.
- b) The smart card should be
 - i. Compliant with all EMV regulations and should be a dual interface card (contactless also) capable of performing EMV and transit transactions on the relevant terminals.
 - ii. Compliant with ISO 14443/ISO18092 and be used with transit AFCS
 - iii. Have an operating frequency of 13.56 MHz
 - iv. Compliant with ISO 7810 as regards dimensions
 - v. Compliant with ISO 10373 as regards the resistance to mechanical stress and chemicals
- c) AUTHORITY should approve the card design before proceeding for smart card printing
- d) Manufacturing and Printing of AUTHORITY and FI Co-Branded SMART Cards
- e) FI or its appointed card agency should print, personalization and manufacture Smart Card.
- f) FI should maintain AUTHORITY Co-Branding Smart card in a secure location and with security guideline as per the PCI guidelines
- g) Manufacturing of AUTHORITY co-branding of Smart cards based on the demand of cards with commuters.
- h) FI should not have any additional cost to AUTHORITY on printing and manufacturing of AUTHORITY co-branded Smart cards

3.2.2 Supply/ Distribution of AUTHORITY and FI Co-Branded SMART Cards

- a) AUTHORITY will indent/request number of AUTHORITY co-branded cards to FI for supply and distribution
- b) FI shall undertake supply/distribution of the co-branded Smart cards to all AUTHORITY designated locations at its own cost
- c) FI should supply co-branded Smart cards to AUTHORITY without personalization of commuter/user details for general users other than pass users.
- d) FI should maintain the web based inventory management of co-branded Smart cards as AUTHORITY locations, FI branches location and FI identified merchant locations.
- e) FI should supply only pre-paid Smart card at AUTHORITY branches/ counter and AUTHORITY franchise

3.2.3 Marketing of AUTHORITY and FI Co-Branded CPC SMART Card

- a) FI should facilitate usage of this card in transit system, AUTHORITY citizen facilitation centers, parking, merchant outlet, department stores, retail stores etc.
- b) FI should develop marketing strategy including the loyalty program for users of this card. Also review and modify the same from time to time based on the prevailing needs/circumstances.
- c) AUTHORITY shall review and approve the of FI's marketing strategy before taking to BPTSL commuters. Any change in marketing strategy by FI should be approved by AUTHORITY.
- d) FI should market the AUTHORITY and FI co-branded smart card as common city card.
- e) FI should market Co-branded card with IEC materials through multiple channels such as (web adds, FM, radio, TV, Posters, brochures) with FI own cost.
- f) BMC daily transaction are defined in part-1 of RFP

3.2.4 SMART Card Loyalty Program

- a) FI shall design the loyalty program for users to maximize on the penetration and usage of the smart card.
- b) FI shall submit / present the program design to AUTHORITY and deploy the same only after approval of the Authority

- c) Loyalty shall be in compliance with relevant standards/specifications/policies issued by the competent authority from time to time and industry best practice
- d) FI shall implement and manage the loyalty program seamlessly with the smart card program including customer grievances related to the loyalty program

3.2.5 SMART Card Data format

- e) FI shall define the Interoperable data format and standards of co-branded cards and terminal interfaces for eg: KEY and SAM management etc.,
- f) Design, develop and maintain Interoperable SMART Card Application and Card Data format
- g) FI shall provide all relevant documentation card specification and terminal interfaces for eg: KEY and SAM management etc.,
- h) FI shall provide exclusive Intellectual Property Rights (IPR) of smart card data format and standards to AUTHORITY.
- i) Inter-operable Data formats should allow passenger to allow to use co-branded cards in any merchant location, other transport operators joining program the standards setup for AUTHORITY or and as well as AUTHORITY operated locations.
- j) FI shall design the data format and standards for terminal interface.
- k) AUTHORITY may appoint 3rd party agency to certify the data formats.

3.2.6 SMART Card Application

- a) FI should design, develop and maintain the interoperable application SMART card.
- b) Design, develop and maintain Interoperable SMART Card Application
- c) FI should design, develop and maintain the SMART card application as per requirement of AUTHORITY catering to the transit and EMV applications.
- d) Provide L2 EMV Kernel for fare management devices
- e) SMART card application should be design and developed in interoperable standards.
- f) SMART card application should be developed using open standards and FI should not use any proprietary standards. SMART card application contain the following information such as:

- i. Commuter personalization information with unique reference in case of passes.
- ii. Type of card (prepaid, credit, debit or postpaid etc.,)
- iii. Should contain information on Commuter type such as daily pass, monthly pass etc. based on business rules of AUTHORITY
- iv. Should contain flag to maintain access on card for use within BMC and outside BMC networks.
- v. Any others relevant details that can help BMC to service Commuters.
- vi. Design, develop and maintain Interoperable Card Data format

3.2.7 Co-Branded Smart Card Issuance Management

- a) FI shall take whole responsibility of Issuance and management of SMART cards
- b) AUTHORITY facilities the existing AUTHORITY counter for issuance of cards
- c) FI shall provide card personalization service to AUTHORITY based out of FI's own infrastructure
- d) FI shall issue pre-paid/credit/debit card with the AUTHORITY co-branded smart cards to eligible commuters as guideline of FI and RBI.
- e) FI should equip AUTHORITY with all the required equipment's at BMC to enable the functioning of smart cards
- f) FI should supply only pre-paid SMART card at AUTHORITY branches/ counter and AUTHORITY franchise or any other AUTHORITY designated locations.
- g) FI should define the process and guideline for issuance of different co-branded smart card type such as pre-paid, credit and debit cards.
- h) FI should maintain entire life cycle indicative activities of co-branded Smart card such as
 - Issuance of co-branded Smart card
 - Activation of co-branded Smart card
 - Deactivation of co-branded Smart card
 - Block of co-branded Smart card
 - Blacklist of co-branded Smart card
 - Decommission of co-branded Smart card
 - Re-load / Reuse of co-branded Smart card
 - Loss of Co-branded Smart card

- Others etc.,
- i) FI should maintain dedicated helpdesk /call center to handle call of AUTHORITY co-branded smart card.
- j) FI should enable web based, mobile based or any other channels to AUTHORITY co-branded channels to apply or request for AUTHORITY smart card application.

3.2.8 Co-Branded Smart Card Personalization

- a) FI should provide co-branded smart card with personalization such as photo and name on Passes issued by AUTHORITY.
- b) FI shall maintain necessary hardware/software infrastructure to perform personalization on the pre-paid co-branded smart card at FI's owned facility.
- c) FI perform pre-paid Smart card personalization should be completed on immediate basis and delivered within 2-3 days.

3.2.9 Design, Develop and maintain Top-Up channels

- a) FI should design develop and maintain top-up channels to cater different stakeholder of AUTHORITY commuter to recharge co-branded SMART card.
- b) FI should enable different channels to top up the AUTHORITY co-branded SMART card by through web-based, mobile based or Ticket value machine, merchant outlet channels and any other channels suggested by FI.
- c) BPTSL commuter should able to top up prepaid SMART card up to the monetary limits and process as regulated by RBI or any other regulating agency.
- d) BPTSL commuter should able to check balance on the pre-paid card via SMS, or web based channels, TVM etc.,
- e) FI shall implement e-Payment services for Top up
 - i. Provide e-Payment gateway for Credit Card and Debit Card transactions
 - ii. Provide Payment Gateway for Visa/MasterCard/Amex/RuPay. Provision of Payment Gateway for Visa and Master Card is mandatory. The Payment Gateway shall be under the control of the Principal Bank.
 - iii. Provide front-end for entry of smart cards details by bidder and additional authentication requirements specified by payment gateway service providers.

- iv. Provide Payment portal for Net Banking

3.2.10 Set-up, Operation and Maintenance of Central Clearance House (CCH)

- a) FI should design and implement the Central Clearance house managements (CCHM) as per requirements of Common Payment Card System
- b) FI shall operate and maintain Central Clearance house managements (CCHM) as per requirements of Common Payment Card System
- c) CCH should be interfaced with ICOMC system for exchange of usage data on defined periodic intervals between FI and AUTHORITY
- d) CCH should track and account fare deduction based on unique identification of Smartcard.
- e) Fund Transfer of the BMC transactions happened in the calendar day i.e., between 00.00 Hrs to 24.00 Hrs. should be performed by CCHM to BMC bank account within 24.00Hrs.
- f) CCH should transfer funds of different merchants or any other bank accounts of consumers for all transactions undertaken using the Smart card as per pre-agreed SLA
- g) CCH should auto share or upload MIS of all payments done by co-branded Smart card segmented by type of segment
- h) CCH should calculate and transfer the BMC revenue share on Non-BMC payment transaction charges on smart card.
- i) CCH should share or upload report to BMC ERP and ICOMC system or any other system based on the needs defined by AUTHORITY during the project design phase. This could include the commercial and technical reports on the ecosystem for the AUTHORITY smart card product.

3.2.11 Smart Card Inventory Management

- a) System should maintain the inventory of co-branded smart card
- b) System should push the information and current status of co-branded smart card to participating applications under smartcity such as fare collection system, parking etc.
- c) This system should maintain the security access management of smart card and push updated information to integrated systems.

- d) The smart card host system should cater to the end to end smart card management

3.2.12 Integration with AFCS System and Reconciliation

- a) CCHS should integrate with BPTSL applications to fetch and sync payment deduction on the relevant system or any other information as required by BPTSL.
- b) FI System should integrate with BPTSL applications to sync co-branded Smart card enablement information along with customer details.
- c) FI System should share the latest card status to BPTSL applications to update on the Smart card
- d) FI system should share the latest balance and any other details on the Smart card to BPTSL applications to update on the Smart card.
- e) FI system should integrate with BPTSL payment applications on reconciliation of Fund and Tickets
- f) FI system should share necessary integration requirements between Co-Branded Smart card and ETM machines procured by BPTSL.
- g) FI CCHS should be capable sync more than 10 Million record on daily basis
- h) FI central Smart card host system should push the card status on defined interval
- i) FI central Smart card host system should push security access management to relevant systems .
- j) Top-ups and New smart card issuance should update with BPTSL on real time basis.
- k) Consumption on the Smart card should be updated on real-time basis.
- l) FI should provide utility to send all transaction of BPTSL system.

3.2.13 Security

- a) The FI System must allow security categories to be assigned to sensitive records like consumer data, etc.
- b) The Administrator should be able to determine the highest security category of any record in any class or file by means of one simple enquiry
- c) The System should support routine, scheduled, review of security categories
- d) Users only have to log onto the System once to be allowed to access all application modules for which he/she is authorized to access

- e) Security provided at the network, application, and database levels as well as at the client level.
- f) Supports standard Internet security including, but not limited to:
 - i. Digital Certificates
 - ii. Various levels of encryption
 - iii. Secure Socket Layers (SSL)
 - iv. Secure Hypertext Transfer Protocol (HTTPS)
- g) Prevent access to sensitive application data by highly privileged users. Super user should not be able to select, insert, update or delete data from audit.

3.2.14 Acceptance Testing of FI System

The objective of testing is to ensure that the entire system performs as per requirements mentioned in RFP. The testing objectives will have the following dimensions – testing in technical, functional and operational aspects:

- a) The testing will be done at the test environment of BMC or the FI as mutually agreed.
- b) FI shall provide requisite technical and operational support for the testing. Specifically, FI has to take specific efforts to ensure that all Smart card based ticketing, e-Payment transactions are done in a safe and secured manner as it is the norm for Smart card based Fare Collection, e-Payment transactions
- c) FI has to complete one round of System Integrated testing in the testing environment before taking the solution for Use Acceptance Testing (UAT). Under this testing the FI has to simulate all the functions including payment transactions, upload of payment scrolls, refunds, MIS generation etc. The Methodology of Simulation and Testing has to be part of the Technical Presentation.
- d) FI shall obtain the sign-off from AUTHORITY or its nominees on testing approach and plan.
- e) FI shall support testing of the solution based on the approved test plan and criteria; document the results and shall fix issues observed during testing.
- f) FI shall ensure that Smart Card based ticketing, e-Payment services provided by them meet all requirements specified in the RFP. The responsibility of testing the system is with the FI.

- g) FI shall ensure all systems are appropriately tested in the staging area and are applied on live instance only after such comprehensive testing

3.2.15 Documentation

- a) FI shall prepare/update the documents including that of Co-branded card design, SMART card application design, Integration documentation with payments applications, CCHS, System Requirement Specification, Test Cases & Results, Security Policy document, etc. as per acceptable standards(should not only limited to)
- b) FI shall maintain log of the internal reviews of all the deliverables submitted to AUTHORITY. The logs shall be submitted to the AUTHORITY or designated agency on request.
- c) FI shall obtain the sign-off from AUTHORITY or its nominee for all the documents submitted for this Project and shall make necessary changes as recommended by AUTHORITY before submitting the final version of the documents.
- d) All the specifications or documentations created for the project would be owned and used by AUTHORITY for future rollouts with other transit operators. Financial Institution to ensure interoperability and mitigate the risk of getting locked with any specific stakeholder.

3.2.16 Roll Out/Transition Management

- a) Facilitate smooth transition of operations from existing system through proper understanding of various processes and technical requirements.
- b) Deploy FI system services on test environment of BMC prior to go-live.
- c) Support testing of all the modes of SMART Card based payment/Top up, SMART Card issuance management on the testing environment of the BMC
- d) FI to launch services for all modes of payments at a single point of time or in a phased manner as required by the AUTHORITY

3.2.17 Exit management

- a) The exit process would start at the beginning of the last two quarter of seventh year (i.e. from the date of signing of the contract) in case contract not extended further. At the beginning of the last quarter of the end of the contract period or in

the event of termination of contract, the FI is required to provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walkthrough and demos/drills for FI Services system, project documentation, etc., and addressing the queries/clarifications of new FI selected by AUTHORITY.

- b) The incumbent FI shall prepare proper books of accounts for all transactions and specifically provide clear details of pending to be fund transfer.
- c) The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall vest with AUTHORITY.
- d) During the contract period, the Bank shall ensure that all the documentation including policies, procedures, etc. are kept up to date and the same are handed over to the AUTHORITY during the Exit management process

3.2.18 Support Management including Help Desk

- a) During the contract period, the FI shall be completely responsible for defect free functioning of the FI Services and the related software applications deployed by the Bank.
- b) The FI shall resolve any issues that include bug fixing, improvements in presentation, ad hoc reports with existing data and/or functionality and others at no additional cost during the support & contract period
- c) AUTHORITY foresees the need for implementing changes during the contract period (e.g. generation of new MIS reports, provision to upload additional formats, modify reconciliation logic, etc.). This may also include incorporation of new modes of payment (e.g., mobile payment, electronic, etc.) along with the current modes of payment. The FI has to provide the above with no additional cost to AUTHORITY
- d) Business Hours of the Office - The Offices of the BMC will be operational from 9:00 AM to 9:00 PM or as notified by BMC. Working Days will be those as identified by BMC. All second Saturdays, Sundays and public holidays declared by Government of Odisha shall be non-working days.
- e) In case of emergencies or on need basis, maintenance and support services shall be provided by the FI before/after the normal working hours or on non-working days. No additional costs shall be borne by BMC for the work performed by the FI beyond the business hours of Office.

- f) The FI would be required to provide Helpdesk services to enable effective support to the users for technical issues regarding provision of FI Services (Smart card, Personalization machines, Ticket vending machine, etc.,)
- g) The FI shall provide personnel for the support and maintenance.
- h) The Helpdesk Team should be conversant with Smart Card Fare Collection operations in general and FI services in particular.
- i) All grievances will be assigned a ticket number and the number will be made available to the user along with the identification of the staff without the user having to make a request in this regard, at the beginning of the interaction.
- j) Help Desk shall provide direct support for the technical queries and other software related issues arising during the day to day operations or assign the call to the respective executive.
- k) The Help Desk team contact numbers shall be shared to the AUTHORITY.
- l) Bank shall adhere to the service level agreement with respect to the resolution of issues at various levels
- m) The interactions will be recorded (i.e. logs about the calls and call resolutions) and the records maintained for reference for a period of 6 months.
- n) All complaints/ grievances of users will be recorded and followed up for resolution. Escalation matrix should be developed for any delay in resolution.
- o) Portal interface: AUTHORITY will provide limited access of its AUTHORITY ITS portal to Helpdesk for the purpose of querying related information
- p) The FI should provide the following helpdesk performance monitoring reports –
 - i. Details of Calls logged on weekly, monthly or any other duration as specified by AUTHORITY.
 - ii. Numeric and graphical representation of calls logged at Helpdesk.

3.2.19 Provision, Deployment and supervision of personnel

- a) The FI would be required to recruit, train and deploy personnel for ensuring compliance to SLA requirements.
- b) The personnel deployed should be appropriately trained and should be adequate in number to meet all support, technical, functional and other requirements of the application and processes.
- c) The personnel deployed for maintenance and support should be regular full-time employees of the FI.
- d) The Project Manager shall be a named resource and the resource shall comply with the qualifications as mentioned in this RFP.

- e) AUTHORITY will require the FI to meet the implementation timelines as specified in the RFP. The Project Manager is viewed as Single point of contact (SPOC) for the engagement, assigned to keep AUTHORITY team abreast of all the developments and also ensure that the SLA's are maintained. During the contract duration, the Project Manager shall inter alia, attend scheduled project meetings, provide directions to the FI team and ensure timely resolution of faults / disruptions.
- f) BMC envisages active involvement of the senior resources from the FI during the initial transition period until operations are stabilized.

3.2.20 Service Level Agreements and Monitoring Requirements

- a) FI shall implement all necessary tools to monitor SLA parameters and generate reports pertaining to availability, performance, downtime, usage, etc. and same shall be made accessible to authorized users.
- b) The system should be able to generate different type of reports which will be used to track status of deployment, technical and operational SLA's
- c) The SLA reports will be monitored by the AUTHORITY regularly. FI shall calculate the total penalties arising due to non-compliance of the SLA on quarterly basis.
- d) The FI shall develop an SLA Measurement and Monitoring System (SMMS) for measuring and reporting the SLAs.
- e) SLA tracking application should have a web based application which can be interfaced with ICOMC application for central monitoring.
- f) All SLA measurement and calculation of penalties shall be automated. Manual intervention for measurement of SLAs shall be after prior approval of BMC.
- g) Severity and service enhancement levels will be defined after freezing the process flows and application complexity by successful FI in agreement with authority
- h) The SI shall ensure that proposed SMMS address all the SLA measurement requirements and calculation of applicable penalties.
- i) All data related to SLAs shall be made available to BMC for audit
- j) The FI should provide the following helpdesk performance monitoring reports:
 - i. Details of Calls logged on weekly, monthly or any other duration as decided
 - ii. Numeric and graphical representation of calls logged at Helpdesk
- k) It would be the responsibility of the FI to generate appropriate MIS reports both in hard and soft copies to ensure accurate capturing of the work carried out during the month.

3.2.21 KPI's AND Reporting Requirements

Key Performance Indicators

Below are KPIs which can be finalized with the successful FI in consultation with authority. Critical KPIs can have back-to-back measurements and successive lapses can lead to financial penalty for the FI.

No.	Performance Indicator	Below Acceptable Levels	At Acceptable Levels	Above Acceptable Levels
1	Customer Satisfaction Index	<=70%	70-90%	=>90%
2	Logistical errors in card personalization (wrong dispatch)	>4.00%	1.00-4.00%	<1.00%
3	Incorrect/Failed personalization – Citizen Inconvenience	>2%	0.2%-2%	<0.2%
4	Card validators/readers not accepting cards	>1% occurrences in a calendar month	0.2%-1%	<0.2%
5	Errors in cashback/reward point calculations and reporting to authority	>0.5% of monthly throughput	0.1%-0.5%	<0.1%
6	Percentage of cards issued within agreed hours of completing the card application process	<=90%	90-95%	=>95%

Reporting at regular intervals has to be made available for monitoring and calculation for total penalties arising due to non-compliance of the SLA.

No.	Performance Indicator	Measurement Methods
1	Customer Satisfaction Index	At every customer touch point, a customer feedback needs to be recorded. The solution for this would be provided by the FI and discussed with authority. In parallel, authority conduct independent customer survey.
2	Logistical errors in card personalization (wrong dispatch)	Customer complaints system would pass the information to the KPI measurement system.
3	Incorrect/Failed personalization – Citizen Inconvenience	If the wrong card is printed by FI, count of reprints need to be captured. Sum total of such reprints can be used to monitor incorrect personalization.
4	Card validators/readers not accepting cards	Based on customer complaints, this information should be fed into the KPI measurement system.
5	Errors in cashback/reward point calculations and reporting	Recon reports and verification mechanisms deployed.
6	Percentage of cards issued within agreed hours of completing the card application process	Card issuance reports and customer complaints

3.2.22 MIS and Reporting

- a) MIS and Reporting – Indicative reports but not limited to below
- b) FI should have the following indicative report on FI portal or any FI provided applications
- c) FI should push the below to ITS-ETS system on agreed intervals. Payment Scrolls - The payment scroll MIS shall be available through FI website during custom specified dates, mode of payments and value of payments
 - Date of Transaction
 - Mode of Transaction
 - Value of Transaction
 - SMART Card Identity
 - Name of Remitter

- Amount
 - AFCS BMC Payment Reference no
 - Account No (Last 4 digits in case of Credit Card / Debit Card)
 - Remarks as entered
- d) FI website shall provide MIS view of Bank Statements without any limitation on the period. The following shall be provided
- Date of Realization
 - Bank Transaction Remarks
 - Date of Transaction
 - Credit Amount
 - Debit Amount
 - Merchant details – BMC or other merchants
 - ON US/OFF US transaction indicator
- e) Bank Statements - The Bank website shall provide a view of Bank Statements, in their own format, without any limitation on the period Unique Reference No. MIS –
- f) FI shall provide an MIS report providing necessary details linking collection accounts with unique reference nos. The following shall be provided
- Date of Transaction
 - Date of Realization
 - Amount
 - Name of Remitter
 - Unique Reference no
 - Bank Statement Remarks
- g) Upload of Payment Scrolls - The Bank shall provide the details of Time and Date of upload of payment scrolls based on duration of days as selected. The MIS report may be in the following format
- Scroll Details
 - Date and Time of Upload
 - Penalties, if applicable
- h) MIS Dashboard - The Bank shall provide MIS dashboard displaying the following
- Closing Balance in each Account
 - Amount eligible to be withdrawn
 - No. of Transactions + Value of transactions (mode-wise) for last 7 days
 - No. of EMDs refunded + total value for last 7 days
 - Status of Payment Scrolls

3.2.23 Training

- a) FI should provide training to AUTHORITY/BMC employees on usage of Co-Branding Smart Card personalization management.
- b) FI shall conduct workshops for different stakeholders to facilitate the implementation, operation and management of the CPC System
- c) FI should provide training material and user manuals on usage of Smart card validator, Ticket vending machines, and Ticket Value machines.
- d) FI should provide training on the FI related MIS report and fund reconciliation.

3.3 Project Management

The Services to be performed by the bidder shall include, but not limited to, the following:

- a) Design, manufacture, delivery, installation, testing, commissioning and assurance of integrated Central system of BPTSL.
- b) Installation, interfacing, testing and commissioning of the system for all defined locations in the RFP.
- c) Presentations, meetings, review and audit support as specified in the RFP.
- d) The bidder shall provide, as a minimum, the following for Project management and during implementation of the system:
 - Quality management, provision of reliability and maintainability demonstration test;
 - Overall site supervision and management;
 - Decommissioning, removal and disposal of temporary works, if any;
 - Efficient management of bidder's spares during the defects liability period;
 - Presentations, meetings, reviews and audit support as specified in the Specification;
 - Interface management;
 - Configuration control;
 - Asset management;
 - Set up bidder's premises such as project office and storage space;
 - Any other work to meet AUTHORITY's requirement.
- e) Operation and maintenance support services during contract period.

- f) Contractor shall ensure system security from fraud possibilities, falsification of data, computer virus etc. during contract period.
- g) Preparation and submission of documentation (hard / soft copy). Bidder shall prepare, update and submit all design, functional and technical documentation supporting the payment system setup as well as interfaces with external systems.
- h) Liaison with various other service providers:
- i) Positioning of payment equipment in relation to other infrastructure and signage;
- j) Review followed by receipt of 'Notice of no Objection' of the designs, installation and, where appropriate, testing work supplied and/or performed by the nominated project Bidders.
- k) Any other work to meet the Works requirements.

4. Technical Specifications

The technical specifications section provides detailed specifications for software, hardware, communication and interfaces required to achieve the objectives of the CPC project.

4.1 CPC/Smart Card Media

Core objective of implementing CPC is to create an integrated payments collection mechanism using interoperable standards, hence the devices and media thereby has to be complementary in nature. The end state requirement of this implementation shall be that of electronic payments management and collection regime which will render its services to all types of system operated within the city in a unified manner. In-order to meet diverse need of citizens and application, following media types shall be offered to users for payment of fare purposes:

- a) Open loop EMV / RuPay with Contactless Smartcards
- b) QR code based Paper Tickets
- c) Mobile application based payments using QR code and NFC in future
- d) Mobile Wallet integrated with pre-paid account

Mobile based Payments: Mobile based payment application shall be used by citizens to pay for services like parking etc. via mobile phone application. Mobile based payments shall be based on secure QR code technology & NFC (Future). Mobile Apps shall be integrated with a mobile wallet linked to the pre-paid account. The FI shall provide necessary software and interface to meet this requirement.

Quick Response Code (QR Code): The QR codes shall be read by payment acceptance devices. QR Code based tickets can be generated on mobile applications and same can be used on payment acceptance devices for authentication. The paper receipts can also be printed along with QR code for authentication purposes.

The BPTSL ticketing applications shall enable BPTSL to dispense different types of tickets to its user's in-order to ensure payments can be processed for several applications like parking, amusement parks, transit etc. The business rules shall apply to devices, media and integrated central applications deployed to achieve integrated and automated fare collection system.

These fare media shall be made available to user at several locations such as parking, amusement parks, Service delivery point's setup within the city, designated branches, Web application, Mobile application, etc.).

4.1.1 Mobile App for Ticketing

Mobile application (Android/iOS/Windows) shall be developed to enable users to generate secure QR based tickets for use on payment validation devices. The mobile app shall also be connected to mobile wallet for purposes of app based payments for parking etc.

4.1.2 Service Delivery Points

The service delivery points (approximately 275+) shall be located at various locations across the city and may be collocated with corner side stores like grocery stores, medical stores etc. The purpose of providing such touch points is to ensure that all services mentioned as part of this RFP can be availed by citizens at a walkable distance of not more than 500Mts.

4.1.3 Other interfaces with AFC

FI shall provide integration with the Central system implemented by BPTSL with following external systems:

4.1.4 Central Clearing House System (CCHS)

The AFCS smart card transactions shall be transmitted to CCHS of bank and the settlement shall be carried out by bank. Necessary communication between the two systems shall be provided to ensure seamless transaction processing.

4.1.5 Banking Interfaces

The banking interfaces shall be required for enabling top-up channels like POS, Mobile banking, Payment Gateway and service delivery points etc. The banking interfaces shall also be used for customer service.

4.2 Central Control Centre (CCC)

The central control centre represents the operational centre where payment application systems shall be used to manage inputs from the field devices, the fare management systems, fare matrix/tables database etc. Information retrieved by the control centre from the field devices shall be processed by central application for consolidation and

settlement purposes. The centre will also act as central payments management centre for the purpose of administrative and process controls and information delivery.

The central control centre shall act as a nerve centre for the purposes of revenue operations management for the city related to services connected to CPC services. The systems implemented as part of CPC allow variety of technical and operations profiles to be deployed to manage management needs on real-time basis. Some of the profile types are such as fare controllers, incident managers, back office reconciliation and reporting etc. including the technical staff ensure business services are delivered as expected and in-event of exceptions, the same are managed to reduce any impact on operations and business.

The job involves monitoring and maintaining operational functions of an electronic reporting facility requiring the ability to monitor and maintain a range of electronic & software services, security and telecommunications systems, receive, interpret and transmit information and determine responses to incidents and monitoring the security of persons and infrastructure from a control room perspective requiring the ability to effectively operate security systems to monitor activities, co-ordinate appropriate responses to incidents and organise relevant procedures via stand operating procedures.

Some of the common functions carried out at CCC are:

- Monitor and maintain electronic & software systems
- Process and organise data
- Respond to incident
- Prepare for operations
- Monitor security activities
- Maintain systems and information

4.2.1 Integration with bank

The CCC has to interface with Bank Server and with Bank Payment Gateway for recharging of smart card through different Banking Channels. The solution shall be capable of interacting with multiple banks using specifications of a particular scheme (Visa, MasterCard, RuPay).

4.2.2 Smart Card Host (SCH)

The Smart Card Host system shall be required for Issuance and life cycle management of the smart fare media. The Smart card host would as a minimum perform the following card management functions:

- a. Cardholder management
- b. Media Stock Management;
- c. Smart Media Tracking Management;
- d. Transaction Management;
- e. Key management
- f. Terminal management

4.2.3 Cardholder Management

The Smart Card host (SCH) shall be equipped with facilities to manage the database of users who have personalized smart media. The SCH should have provision to keep documentation as required related to personalization.

The Bidder shall propose the commuter data, which the SCH shall store during the design phase. The SCH shall automatically manage the commuter's information according to the status of the smart media it is associated with. When a Contactless Smart Media record is removed from the database, due to expiry or refund, the SCH shall remove the commuter's record as well by capturing the history at relevant database.

4.2.4 Transaction Management

The SCH shall acquire the transactions from the fare media acceptance infrastructure and authenticate the fare media as and when required. The smart card host shall actively update its contactless smart media blacklist table by removing contactless smart media IDs when the smart media has been blocked physically from further usage and top-up.

It shall be possible for operators at POS Machines in stations to unblock certain blacklisted smart media's upon meeting certain pre-defined criteria.

Under such circumstances, the bidder shall provide suitable mechanisms and advice a suitable solution in its response, whereby the unblocked smart media is available for immediate use throughout the smart card based AFCS

4.2.5 Key Management

The SCH shall provide key management system for management of keys and certificates throughout the lifetime of the payment devices as part of payment applications within AUTHORITY ecosystem. The Key Management System shall be responsible for the generation, maintenance, secures storage and distribution of all cryptographic keys, system key materials and security variables.

The Key Management System shall also perform the initialization, including key injections, of security components in the system such as the Secure Access Module (SAM) or as required by banking infrastructure through a remote system without the need to make any hardware or onsite upgrades through Remote Key Loading. A facility shall be provided to upgrade keys through the network and to change keys periodically, or when keys are compromised.

The SCH shall allow the AUTHORITY to manually transfer security keys and certificates to other Bidders or Operators through the CCHS network. Hardware Security Module (HSM) shall be provided that securely manages the encryption and transmission of data. All secured data and algorithms shall be kept securely

The Key Management System shall preferably comprise a standalone subsystem located within a physically secured area. The Bidder shall submit a detailed Key Management Strategy proposal for the BMC's approval during the design phase. The initialization of all new SAM chips shall be done securely before they are deployed to the Contactless Smart Card equipment.

4.2.6 Secure Access Module (SAM) management or equivalent as required by regulations

The Secure Access Module is a cryptographic smart media that provides security protection functions, such as authentication and cryptogram for transaction. The security keys shall be stored within this SAM. External applications shall have no direct access to the keys thus effectively protecting the system integrity. The transfer of the keys shall be by SAM(s) whereby the recipient shall load the SAM(s) in its own key management facility for downloading or transfer of keys within its network of computers and equipment.

The AUTHORITY shall be furnished with sufficient documentation and information to independently guide future bidders or operators in interfacing with the SAM. When introducing a new bidder or service provider to the system, the CHS Security Manager

shall be able to generate new development key sets for their software development works, and transfer the key set to the service provider or bidder in a SAM via SCH. To interface with the development SAM, the developer shall be required to obtain a development SAM Authentication Key from the SCH.

4.2.7 Equipment Management

The SCH shall provide equipment management functions which shall allow the AUTHORITY to define new equipment types and new owners for the system. The SCH shall manage and initialize all equipment and associated Secure Access Modules for the application. Equipment shall be configurable in accordance with any one of the following categories:

- Add and Deduct Value;
- Deduct Value only;
- Read only;
- Initialization.

The SCH shall be able to support the current key files and be able to create new ones without any software modification.

4.2.8 Media Related Functions

The SCH shall make provisions for interoperability which shall include, as a minimum the following:

- Contactless Smart Media data structure provided shall permit other transit Service Providers to process the Contactless Smart Media for transactions with a common transit purse;
- Contactless Smart Media data structure shall permits other non-transit Service Providers to process the Contactless Smart Media for e-purse transactions;
- Provisions to facilitate the issue of Contactless Smart Media from off-site locations;
- Provisions to implement fare promotion and loyalty schemes for multi-mode transit and other common uses of Contactless Smart Media.

4.2.9 Smart Media Tracking Management

- The SCH shall contain the master database of smart cards and other media as applicable.

- Each individual Smart Media shall have a unique identity and shall be tracked from its initialization till its termination.
- On termination the unique identity shall be purged automatically from the database.
- The SCH shall create the master record upon initialization and shall update the status of the Smart Media including the purse value and status and other information using transactions that is uploaded to it.
- Amongst other data, the remaining trips, transaction sequence number, last date and time used, etc. shall be updated.
- Upon expiry or refund of the Smart Media, the record shall be purged taking into account the period allowed for refund for expired Smart Medias and the archiving period to meet any government or other regulations.
- Full details of the data fields to be included in the database needed to support the system shall be defined during the design stage and approved by the BMC.
- The system shall also be designed to reflect the latest status of the Smart Media bearing in mind that transactions received by the SCH/ may not be in chronological order.
- The SCH shall also support the current Smart Media replacement In accordance with the Business Rules.
- A new Smart Media shall be reconstructed from data obtained from the SCH to replace the defective, lost or stolen Smart Media.
- This replacement facility shall be available at the SCH site, POS locations etc.
- The SCH shall also detect anomalies in the use of Contactless Smart Media.
- The Bidder shall propose the full and complete anomaly checks during the design stage for the AUTHORITY's approval.
- The SCH shall manage the removal of retired Smart Media records after the remaining value in each Smart Media has been accounted for during expiry as revenue.

4.2.10 Media Stock Management

- The SCH shall be equipped with a stock management utility which shall enable the AUTHORITY to track Contactless Smart Media stock movements in the system covering the lifecycle of the Contactless Smart Media commencing from the date of purchase from the supplier until the time that the Smart Media has been removed from the system.
- The SCH shall also track returned Contactless Smart Medias due to refund, corruption, replacement, etc. and disposal.
- The SCH shall allow users to input to the system information when introducing new media to the system, editing information of existing media in the system, viewing information of existing media and removing retired media from the system.
- The SCH shall allow the AUTHORITY to configure new media types to the system without changes to the application software.
- The SCH shall also allow useful information such as Smart Media vendor, issuer, batch number, date and time, etc. to be tracked in the system.
- The SCH shall actively monitor and update its stock information categorized by location (e.g. POS ID, etc.) according to the usage transactions such as initialization, issue, replacement, etc. and physical stock replenishment.
- Upon expiry of media, the SCH shall also adjust the stock management information accordingly.

The SCH System shall include the following, as a minimum:

- Total un-initialized stock of each media type;
- Total initialized stock of each media type at each station;
- Total issued for each media type;
- Total retired from use for each media type.

The SCH shall provide reports that shall provide immediate information on any discrepancies in the stock accounting figures.

The Bidder may propose in its bid submission other means of tracking the media stock that achieves equivalent results and shall provide detailed descriptions of their proposed Media Stock Management.

4.2.11 Smart Card Host Data Base Management

- The Host shall maintain database of Cards, Cardholder, Audited and Unaudited Transactions data base as in a typical smart card host.
- From the Card Initialization System, unique serial number and initialized date of every card will be sent to the payments applications Card Issuer Host, which stores the data in the Card Database.
- Upon card issuance, the card will be loaded with cardholder information, e.g. cardholder name, gender, age, which will be submitted to the Card Database in the payment applications Card Issuer Host. The Card Database will transfer the cardholder information into the Cardholder Database.
- Transactions from the frontend terminals will be submitted to the payment system Acquirer Host. The records will first be collected and stored in the Unaudited Card Transaction Database. After the card balance audit process, the transactions with no issue will be stored in the Audited Card Transaction Database which links with the Card Database. Those exception transactions will be put in the exception handling in the Unaudited Card Transaction Database. Investigation by operator/issuer will be needed.

4.3 AFCS Integration Requirements

BPTSL will utilise AFCS and other payments data for integration with other sub-systems for the purpose of operational use by authority. The data from CPC will be required to be shared with other sub-system (AVLS/Intelligent Transit Management System or other sub-systems) and the data from other sub-systems may need to be automatically updated into AFCS and other systems as part of CPC (like new user login, route details, fare details, bus-stops addition, etc. from AVLS / Intelligent Transit Management System or other sub-systems).

- Predefined and agreed data shall be shared between two sub-systems, AFCS and AVLS/ITMS etc. and can be exchanged using appropriate formats.
- The structure of exchange files / data can be agreed upon in a pre-defined format;
- The encryption / Decryption details shall be provided to AUTHORITY for data integration requirements.

- The process of data sharing can be scheduled to run at pre-defined or need-basis intervals.
- The required data exchange formats, data fields and inter-linkages shall be discussed in detail with AUTHORITY during design stage and shall be incorporated accordingly.

4.4 Service Delivery Points in Bhubaneswar City

The bidder shall be required to setup service delivery points within **Bhubaneswar** city to provide services like smart card dispensing, card recharge, bill payments (municipal, utilities, telecom etc.) and other value added services. The service delivery points shall be available to citizens at approximately 250-300mts of walkable distance which can be achieved by installing system in a 500m X 500M grid pattern. The service delivery points shall augment the objective of CPC of making easier service availability and augment higher utilization of service. The system shall provide a POS machine with a dual screen interface for the purpose of service provider and customer interaction. The system should have printer and barcode scanner integrated with it to ensure service delivery as described in this RFP. The system should additionally allow consumers to have access to loyalty program and be able to avail loyalty benefits using POS terminal. The system should provide printing facility of loyalty coupons to the users. This system shall be connected via wireless or wired network connectivity to be able to communicate to CCC, utility services providers, card host and other external required interfaces to deliver services.

4.5 Business Continuity Plan

The service provider has to design control centre system in high availability mode to mitigate risk of any outages on account of Hardware /Software / Connectivity failure. The service provider has to guarantee up time of 99.9%.

The Business Continuity Plan will be based upon Backup and Restore strategy. The devices (such as SCU) will be able to retain usage data up to a period of 7 days.

Nevertheless, our backend solution will be able to support the replication/hot redundancy if it is needed in a later phase of the implementation.

4.6 Application and System Audit

AUTHORITY shall at its discretion appoint a third party auditor capable of auditing IT systems envisaged as part of CPC implementation. The service provider shall be required

to provide necessary information to the third party auditor to facilitate testing and audit of hardware, software and processes related to CPC.

4.7 POS for Service Delivery Points and Civic Centers

The POS system shall provide an ability for retailer and customer to simultaneously operate respective screen and work collaboratively on the application. The system should provide ability to onboard cross sell platform for multiple retail applications like payments, retail, commerce, ticketing, bill payments etc.

Peripherals	Standards
Retailer Screen	<ul style="list-style-type: none"> <input type="checkbox"/> LED-backlit IPS LCD capacitive touchscreen, 16M colors <input type="checkbox"/> Screen Size: Minimum 7.9 inches <input type="checkbox"/> Resolution: 1536 x 2048 pixels <input type="checkbox"/> Multi-touch <input type="checkbox"/> Scratch-resistant glass
Customer Screen	<ul style="list-style-type: none"> <input type="checkbox"/> LED-backlit IPS LCD, capacitive touchscreen, 16M colors <input type="checkbox"/> Screen Size: Minimum 9.7 inches <input type="checkbox"/> Resolution: 1536 x 2048 pixels <input type="checkbox"/> Multi-touch <input type="checkbox"/> Scratch-resistant glass
Printer	<ul style="list-style-type: none"> <input type="checkbox"/> Thermal Receipt Printer <input type="checkbox"/> IP54 Rated- Protected from limited dust ingress <input type="checkbox"/> Hardware Specifications: <input type="checkbox"/> Print Width – 58 mm / 80 mm <input type="checkbox"/> Print Speed - 300 mm/s <input type="checkbox"/> Power Input – 24V==2.5A <input type="checkbox"/> Cash Drawer Output – 24V==1A <input type="checkbox"/> Interface – USB + Bluetooth
EMV reader	<ul style="list-style-type: none"> <input type="checkbox"/> IP63 Rated – Protected from total dust ingress <input type="checkbox"/> PCI/DSS Certified <input type="checkbox"/> Chip & Pin Interface & verification <input type="checkbox"/> Mag stripe <input type="checkbox"/> Contactless <input type="checkbox"/> Seamless interface with SDP application
Bar Code Scanner	<ul style="list-style-type: none"> <input type="checkbox"/> 1D / 2D / QR code reader <input type="checkbox"/> ISO/IEC 15415 <input type="checkbox"/> IP63 Rated – Protected from total dust ingress
Internet Connectivity	Wi-fi, GSM, 3G / 4G /GSM / CDMA / HSPA / EVDO / LTE
OS	Windows / iOS / Linux / Android
Processors	Minimum Dual-core 1.3 GHz

Peripherals	Standards
Memory	Minimum 128 GB
Camera	<p>Primary 5 MP, f/2.4, 33mm, autofocus with features such as Geo-tagging, touch focus, face detection, HDR photo, Video 1080p@30fps</p> <p>Secondary 1.2 MP, 720p@30fps, face detection</p>
Battery	Non-removable greater than 6000 mAh battery
Speakers	Loudspeaker with stereo speakers, 3.5mm jack
Communications	<input type="checkbox"/> WLAN: Wi-Fi 802.11 a/b/g/n, dual-band <input type="checkbox"/> Bluetooth: v4.0, A2DP, EDR <input type="checkbox"/> GPS: A-GPS, GLONASS <input type="checkbox"/> Sensors: Accelerometer, gyro

The device should be connected to a EMV / Rupay payment device to process electronic payments through cards, wallets, cash, cheques etc. The printer attached to the system should process receipts for services, the system should also provide electronic receipts via sms and electronically stored pdf's.

4.8 ETM for Transit and Parking

The electronic ticketing machines for the transit and parking modules shall following minimum specifications as per the parameters provided below: -

- Processor 400 MHz, ARM 9 or higher
- Memory 128 MB Flash, 64 MB RAM
- External Memory Micro SD card
- Display 3.5 Inch, 320X240 Color TFT Touch Screen
- Magnetic Card reader, Triple Track, Bi-Directional
- Card slots Minimum 2 SAM Slots
- Smart card reader Contact Smartcard reader
- Contactless card reader EMV / Rupay contactless, ISO 14443 A/B, Mifare Family (Classic, Desfire, etc.) etc. contactless smartcard reader
- Printer Thermal Printer 57mm, 18 lines per second Keypad Minimum 15 keys
- Battery Li-ion batteries, 1800 mAh or higher

- Communication GPRS / 3G / 4G
- Peripheral ports USB OTG RS232
- Security DES, 3DES, AES, DUKPT
- Environmental 0°C to 50°C (32°F to 122°F) operating temperature, % to 95% relative humidity non-condensing
- Voltage Input: 100~240VAC, 50Hz / 60Hz, 1.0A, Output: 9VDC, 2.5A
- Certification - EMV Certified Level 1 & 2
- Operating System- Linux / Windows/ Android (4.2 or above)
- Accessories Shoulder bag, AC Charger, Memory Card – 2GB, Extra Battery
- Administration - Remote Administration, OTA for firmware, Application and Configuration
- Support - Database handling API, Embedded TCP/IP Stack, Parallel Programming Support
- Communication Ports - USB & RS232 – 1 Each

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REQUEST FOR PROPOSAL

for

**Selection of Financial Institution for providing
COMMON PAYMENT CARD SYSTEM (CPCS)**

**For City Based Transportation System, Municipal Bill Payments,
Utility Payments, Retail, Recreation, Amusement and Other
Payments within the Area under
Bhubaneswar Municipal Corporation**

PART – III

Draft License Agreement

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A. PRELIMINARY

THIS AGREEMENT is entered into on this the _____ day of _____, 20_____

BETWEEN

Bhubaneswar Smart City Limited, a SPV Company incorporated under the Companies Act, 2013 and having its principal place of business at 2nd Floor, Block 1, BMC Bhawani Office Complex, Saheed Nagar, Bhubaneswar - 751007, hereunder referred to as “Authority” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns; of ONE PART.

AND

_____, a Bank incorporated under the provisions of _____, having its registered office at _____, hereunder referred to as the “Licensee” or “CPCS Licensee” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

The Authority and the Licensee are hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS:

- A. Authority intends to implement interoperable payment ecosystem through smart fare media such as Smart Cards and Mobile Wallet Systems which offers integrated electronic payment services to its users by making common smart card based system available to them for services such transit services, municipal payments, recreational services and parking facilities as per the scope specified in this Agreement. The initiative would offer tremendous ease and benefits to users by enabling a single instrument powerful enough to cater to all the transit and other needs and enables access to electronic payment infrastructure services to all strata of society.
- B. As a part of this endeavor, the Authority decided to undertake development and implementation of City based Common Payment Card System (herein after referred as “Project “or ”CPCS Project”) on Build Operate Management ad Transfer through single stage open competitive bidding process in accordance with the terms and conditions set forth in RFP.
- C. Authority had accordingly invited detailed proposals/bids by its RFP dated_____ from Bidders. The Authority had prescribed the detailed technical specifications, functionalities and commercial terms and conditions in its Request for Proposal Document dated_____ for selection of the Licensee for design, development, implementation, operation, maintenance and management of CPCS Project.

- D. After evaluation of the proposals received, Committee of Bhubaneswar Smart City Limited has accepted the Proposal of _____ Bank vide Resolution No. _____ dated _____ as per the terms and conditions specified in RFP documents subsequent Addendum, terms specified in this Agreement.
- E. Subsequent to approval from Committee, the Authority issued a Letter of Award (LOA) vide letter no. _____ dated _____ specifying intentions to accept the Bid of _____ .
- F. _____ Bank has accepted the Letter of Award (hereunder called the “Licensee”) by countersigning the LoA and also submitting their acceptance through letter dated_____.
- G. The Authority and the Licensee are hereby entering into this License Agreement to implement the Project of design, development, installation, commissioning, operation, maintenance and management of CPCS Project in Bhubaneswar City on Build, Operate, Manage and Transfer basis.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, **the Parties agree as follows:**

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder and other term(s), not defined herein but defined elsewhere in this Agreement shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

- (a) **“Agreement / License Agreement”** shall have a meaning specified in clause 2 of this Agreement.
- (b) **“Arbitration”** means a process of an odd number of persons known as arbitrators, who decide on the solution to a dispute between the signatories to this Agreement.
- (c) **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 as in force today and shall include any and all modifications/ amendments thereto or any re-enactment thereof as in force from time to time.
- (d) **“Applicable Laws”** means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- (e) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the implementation, maintenance and management of the CPCS Project during the subsistence of this Agreement.
- (f) **“Authority”** means Bhubaneswar Smart City Limited (BSCL), a SPV Company incorporated under the Companies Act, 2013 and having its principal place of business at 2nd Floor, Block 1, BMC Bhawani Office Complex, Saheed Nagar, Bhubaneswar – 751007.
- (g) **“Affected Parties”** means parties claiming benefits of Force Majeure and shall have the meaning set forth in Clause 25.1 of this Agreement.
- (h) **“Authority Event of Default”** shall have a meaning specified in clause 24.2 of this Agreement
- (i) **“Cure Period/Remedial Period”** means the period specified in this Agreement for curing and remedy of any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:
 - (i) Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
 - (ii) Not relieve any Party from liability to pay damages, penalty and/or compensation under the provisions of this Agreement; and

(iii) Not in any way be extended by any period of suspension under this Agreement:

Provided that if the cure of any breach requires any reasonable action by the Licensee, then it must be approved by the Authority hereunder, and the applicable Cure Period shall be extended by such period.

- (j) **“License Period or Contract Period/Term or Agreement Period”** shall have a meaning specified in clause 4 of this Agreement.
- (k) **“Condition Precedent”** shall have a meaning specified in clause 5 of this Agreement.
- (l) **“Confidential Information”** shall have a meaning specified in clause 17.2.1(a) of this Agreement.
- (m) **“Complainant”** means any persons including Authority who shall have grievance arose from the development of Project.
- (n) **“Contract Price”** means the aggregate of total rates of all quantities of Hardware and Software and O&M costs during the License Period as provided by Licensee according to Appendix-18A of RFP Part-1. The Contract Price shall thereafter adjusted for additional quantities demanded as per provision of Contract.
- (o) **“Dispute”** shall have the meaning set forth in Clause 26.1 (a).
- (p) **“Dispute Resolution”** means procedure set forth in Clause 26 for resolution of Disputes.
- (q) **“Default Notice/Notice”** means written communication issued by the Party to other party specifying the breach or default of Licensee.
- (r) **“Defect”** means any part of the CPCS Project not completed/functioning as per the Technical and Functional Requirements specified in Scope of Services and Technical Specification Document RFP Part-2.
- (s) **“Defect Liability Period”** shall start from the date of issuance of Project Acceptance/Go Live Certificate as provided under clause 11.1 and continue till the expiry of the Agreement. During the Defect Liability Period, the Licensee shall be required to operate, maintain and manage the CPCS Project as per the terms of this Agreement.
- (t) **“Expiry Date”** shall mean the date on which Agreement expires in normal course with the efflux of time or prior Termination.
- (u) **“Force Majeure Event”** shall have the meaning set forth in Clause 25.
- (v) **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the design, development implementation, operation, maintenance, management of a project similar to that of the CPCS Project.
- (w) **“CPCS Project/Project”** shall comprise all hardware and software specified in schedule-1 of this Agreement including call center hardware and software,

Control center hardware and software, database, co- branded smart cards etc. and any other components specified in RFP Part-2: Scope of Services and Technical Specification Document.

- (x) **“Insurance”** shall have a meaning specified in clause 23 of this Agreement.
- (y) **“Liquidated Damages”** shall have a meaning specified in clause 10.5 of this Agreement.
- (z) **“Lead Time”** shall mean the time available for carrying out Pilot Demonstration as per clause 10.2 and successful implementation of linked Projects as per Clause 10.4 of this Agreement.
- (aa) **“Licensee”** shall mean the person selected pursuant to this RFP for design, development, supply, implementation, operation, maintenance and management of the CPCS Project and with whom the Authority signs Agreement.
- (bb) **“Licensee’s Event of Default”** shall have a meaning specified in clause 24.1 of this Agreement.
- (cc) **“Material Adverse Effect”** means any act or event of either Party which causes a material financial burden or loss to the counter party.
- (dd) **“Material Breach”** means breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- (ee) **“Municipal Services”** shall mean to include the functions being performed for public service delivery and collection of revenue by Bhubaneswar Municipal Corporation and also includes the services of utility, transit and any other payments pertaining to government agencies in the city.
- (ff) **“Non-Municipal Payment”** shall mean to include the payment facility through CPCS for services other than municipal services which may include retail merchants and other non-government bodies.
- (gg) **“Obligations of the Licensee”** shall mean Licensee’s responsibilities specified in this Licensee Agreement with respect to CPCS Project unless such responsibilities/obligations are waived by the Authority.
- (hh) **“Obligations of the Authority”** shall mean Authority’s responsibilities specified in this Licensee Agreement with respect to CPCS Project unless such responsibilities/obligations are waived by the Licensee.
- (ii) **“O&M Inspection Report”** shall have a meaning specified in clause 11.5(b) of this Agreement.
- (jj) **“Project Acceptance Certificate”/“ Go Live Certificate”** means the certificate issued by the Authority upon successful completion of quantities of Hardware and Software as specified in Request Order determined through Testing and provided outcome of such Tests determines the Technical Specification and Functionalities of the Hardware and Software are as specified in RFP Part-2 : Scope of Services and Technical Specification document and as per the provisions set forth in clause 9.4 of this Agreement.
- (kk) **“Project Site/ BMC Premises”** shall mean the locations, merchant points, sites etc. identified for CPCS payment and / or recharge points including

- ticketing locations, city civic centers, ticketing booths and Central Control Center where CPCS System is to be implemented.
- (ll) **“Performance Security”** shall have a meaning specified in clause 7.1 of this Agreement.
 - (mm) **“Parties”** shall mean the parties to this Agreement and **“Party”** shall mean either of them, as the context may admit or require.
 - (nn) **“Project Implementation Plan** shall mean the plan with specific reference to this Project, which the Licensee is required to furnish as part of this Agreement.
 - (oo) **“Request Order”** shall have a meaning specified in the clause 9.3 (a) of this Agreement.
 - (pp) **“Representation and Warranties of Licensee”** shall have a meaning specified in clause 21.1 of this Agreement.
 - (qq) **“Representation and Warranties of Authority”** shall have a meaning specified in clause 21.2 of this Agreement.
 - (rr) **“Scope of the Project”** shall have a meaning specified in clause 6 of this Agreement.
 - (ss) **“Sub-Contractor”** is a person or corporate body who has a Contract with the Licensee to carry out a part of the Project work in the Contract, which includes Project work on the Site.
 - (tt) **“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
 - (uu) **“Termination Date”** shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.
 - (vv) **“Termination Notice”** means communication issued in accordance with this Agreement by one Party to the other Party specifying intention of terminating this Agreement.
 - (ww) **“Termination Payment”** means the amount payable by the Authority to the Licensee upon early Termination.
 - (xx) **“Test”** means the Tests carried out by the Licensee to determine the conformity of the Project and Operations and Maintenance procedures to the requirements set in this Agreement.
 - (yy) **“Taxes and Duties”** shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of Project.
 - (zz) **“Upgrade/Up gradation”** shall mean repair, modification, changing spare of hardware and software, replacement of units etc or software up gradation in order to raise speed, efficiency and/or effectiveness of the CPCS system and achieve a higher performance level of CPCS Project.

(aaa) “**Vandalism**” shall mean destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub-contractor of the Licensee.

All other/Remaining Definitions are specified in **section A of RFP Part- 1**.

1.2 Interpretation

In the interpretation of this Agreement, unless the context otherwise requires:

The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

A reference to any gender includes the other gender;

Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Appendix , Exhibit, Attachment, Schedule, Bid Summary or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Appendix , Exhibit, Attachment, Schedule, Bid Summary or Recital of this Tender.

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

Any reference to a person shall include such person’s successors and permitted assignees;

A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;

Any date or period set forth in this Agreement shall be such date or period as may be extended pursuant to the terms of this Tender ;

A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.

The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article.

The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Section, Paragraph and Schedule of this Agreement so specified;

2. MEANING OF THIS AGREEMENT

This License Agreement ("the Agreement") constitutes a Contract between the Authority and the Licensee under the Indian Contracts Act, 1872. The Agreement shall clearly and expressly constitute the following:

- (1) The Main Body of this Agreement followed by Schedule
- (2) Performance Security in terms of Bank Guarantee no_____ from ____Bank and dated _____ and valid till _____provided by Licensee .
- (3) Consortium Agreement, if applicable.
- (4) Authority's Letter of Award Dated_____ addressed to Licensee.
- (5) Addendum and Response to Queries dated _____.
- (6) RFP document (Part-1 and Part-2) dated _____.
- (7) Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement, or by way of revised or improved understanding of any terms of the Agreement.

Above documents are deemed to be part of the Agreement. In the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

3. APPOINTMENT OF LICENSEE

3.1 Meaning of License

License constitutes the permission from the Authority to use its brand name in co-branded CPCS card along with rights to get transaction charges as percentage of amount of transaction undertaken through CPCS for municipal services such as city bus, City Civic centers, recreational areas, utility payments etc. which Authority shall share with Licensee in lieu of the performance of scope of work and other obligations specified in this Agreement. Also, the Licensee shall be at liberty to charge other merchants in or outside city for transaction through CPCS based on the rates finalized between the licensee and such merchants. The license shall also include: -

- (a) right to licensee avail fixed deposits from BDA, BMC, BSCL and BPTSL subject to fulfillment of terms and conditions provided in this agreement; and
- (b) responsibility of the licensee to share with Authority, 10% of revenue earned by the licensee from transaction charges on the transactions through CPCS for non-municipal payments.

3.2 Appointment of the Licensee

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Licensee and the Licensee hereby accepts its appointment to design, development, Installation, commissioning, operation, maintenance and management of CPCS Project in Bhubaneswar City on Build , operate, Manage and Transfer basis in accordance with the terms of this Agreement and subject to the Applicable Laws.

3.3 Undertaking

In consideration of the rights, privileges and benefits conferred upon the Licensee, and other good and valuable consideration expressed herein, the Licensee hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations and conditions in accordance with the this Agreement inclusive of RFP terms and matters incidental thereto or necessary for the performance of any or all of the obligations of the Licensee under this Agreement, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

4. TERMS OF AGREEMENT/CONTRACT PERIOD/LICENSE PERIOD

- (a) The Contract Period/ License Period shall be the period between the Date of Signing of the Agreement and Seven Years (7 years) from the date of issuance of Project Acceptance/Go Live Certificate for the first Request Order.
Provided that in the event of earlier termination of the License Agreement, this period shall be ending with the date of termination of the License Agreement (the “Contract Period/License Period”).
- (b) The Project Acceptance/ Go Live Certificate of the first Request Order shall be issued upon completion of supply, installation and commissioning of the quantities of Hardware and Software specified in first Request Order as per the terms specified in this Agreement. Authority shall issue separate Request Orders specifying the quantities of Hardware, Software for different Services such as City Civic Centers, etc. Such Request Order shall also specify the location at which Hardware and Software are to be installed and commissioned. Details pertaining to Request Order is specified in clause 9.3.
- (c) Extension of the services beyond this period can be done upon mutual consent at terms which may be discussed and fixed thereupon.
- (d) The first Request Order shall be issued within one (1) week from successful Pilot Demonstration of CPCS Project. Successful Bidder is required to do a Pilot Demonstration within 4 weeks from the date of issue of Letter of Award (LOA).

5. CONDITION PRECEDENT

The award of the Contract shall be subject to the satisfaction or waiver of the following Conditions Precedent (the “**Conditions Precedent**”):

- (a) The following Conditions Precedent shall be satisfied by the Licensee :
 - (i) Furnishing of the Performance Security as stipulated in clause 7 of this Agreement.
 - (ii) Successful Pilot Demonstration within 8 weeks from LOA as per the provisions specified in clause 9.2 so as to meet all the technical specifications and functional requirements of CPCS Project as specified in the RFP Part-2.
- (b) The following Conditions Precedent shall be satisfied by the Authority.
 - (i) Provide the License with access to the Project Site for the quantities as specified in the Request Order for the purposes of the supply, implementation, commissioning, operation, maintenance and management of the CPCS Project within reasonable time period.
 - (ii) Provide the Business Rules/ Fare table/any other information required in timely manner as required by the Licensee.
 - (iii) Provide approval of submittals as specified in RFP Part-2 or this agreement.
- (c) The Parties shall make all reasonable endeavors to satisfy the Conditions Precedent as provided in Clause 5 (a) and (b) within a time period of 4 months from the date of signing of agreement.
- (d) The Parties shall notify each other in writing on the progress made in satisfying the respective conditions precedent. Each Party shall promptly inform the other Party when any Conditions Precedents for which it is responsible has been satisfied.
- (e) Non-fulfillment of Conditions Precedent.
 - (i) In the event of non-fulfillment of the conditions precedent specified in Clause 5 (a) and (b) above for reasons beyond the control of the Authority or the Licensee or reasons other than for as a result of breach of this Agreement by any Party or due to Force Majeure, the time period for satisfaction of such conditions precedent may be extended by mutual consent of the Parties through writing for the period during which Force Majeure Event subsists.

(ii) Delay by Authority

In the event of non-fulfillment in full by the Authority of any of the Conditions Precedent contemplated in Clause 5 (b) within the stipulated time period or within such extended time that the Parties have agreed upon, and provided such Conditions Precedent has not been waived through mutual agreement of the Parties, then the Licensee shall have ;

(1) the right to terminate this Agreement by giving 30 days written notice to the other Party, provided prior to issuance of such Termination Notice, the either Party shall grant 30 (thirty) days or reasonable period to other party for Remedial Measures to cure and satisfy the Condition precedents and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default in meeting the Condition Precedent at the satisfaction of the Authority within the Remedial Period , whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach and if the conditions precedent are not satisfied or waived within such period, upon expiry of such Remedial period or extended period mutually agreed upon , the either Party shall issue Termination Notice providing 30 days' time stating the intention of the termination (the "Termination Notice") to other Party and then terminate the Contract.

(2) The rights to receive the Performance Security submitted to Authority in the event of Termination.

(iii) Delay by Licensee

In the event of non-fulfillment in full by the Licensee of any of the Conditions Precedent contemplated in Clause 5 (a) within the stipulated time period or within such extended time that the Parties have agreed upon, and provided such Conditions Precedent has not been waived through mutual agreement of the Parties, then the Authority shall have ;

(1) the right to terminate this Agreement by giving 30 days written notice to the other Party, provided prior to issuance of such Termination Notice, the either Party shall grant 30 (thirty) days or reasonable period to other party for Remedial Measures to cure and satisfy the Condition precedents and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default in meeting the Condition Precedent at the satisfaction of the Authority within the Remedial Period , whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach and if the conditions precedent are not satisfied or waived within such period, upon expiry of such Remedial period or extended period mutually agreed upon , the

either Party shall issue Termination Notice providing 30 days' time stating the intention of the termination (the "Termination Notice") to other Party and then terminate the Contract.

(2) Rights to encash the Performance Security in the event of Termination.

- (iv) Upon the termination of this Agreement under this Clause, the access to or possession of the Project Site granted to the Licensee shall forthwith terminate, and the Licensee and the persons claiming through or under it shall immediately hand-over the Project Site, without any demur or delay to the Authority, free and clear from any encumbrances, irrespective of any outstanding mutual claims between the Parties or claims of any person.

6. SCOPE OF WORK

The scope of the project (the "Scope of the Project") is specified hereunder. Detailed Scope of work is specified in Scope of Services and Technical Specification, RFP-Part-2.

A. Investment, Design, Development, Procurement, Supply, Integration and Implementation of CPCS

- (i) Invest, Design, Development, procurement, supply, integration and implementation of Open Loop EMV Compliant smart card based City based Common payment solution to following BMC services.

Services to be Covered	Nodal Agency/ Department in BMC
Municipal Payments	Bhubaneswar Municipal Corporation
Public Parking – On street and Off Street (including multi-level parking) in the city	Bhubaneswar Municipal Corporation
Utility (Energy) Payments	Central Electricity Supply Unit
Utility (water) Payments	Odisha Water Supply and Sewerage Board
City Bus Services	Bhubaneswar Puri Transport Services Limited

Above 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 Annexure – 1 to the RFP Part I. Details of existing user base of above services are provided in Annexure – 2 to the RFP Part I.

- (ii) The CPCS shall comprise the Hardware and Software items specified in schedule 1.

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

- (iii) Licensee shall at its sole discretion undertake the implementation of CPCS at following places outside the BMC frame work other than municipal services.
 - (a) Retail /merchant/Grocery outlets.
 - (b) Vendors of Recreational and other activities.
 - (c) Other vendors including street vendors of city.
- (iv) Licensee shall be responsible for installation, integration, initialization and startup of the Hardware and software supplied by it.
- (v) Licensee shall undertake Card Personalization Task.
- (vi) Licensee shall also ensure interoperability of Co-branded EMV Smart Cards on City Bus Services, and outside BMC network using the open standard common specifications in future.

B. Providing Interfacing protocols, APIs of Card Host, CCHS, and Smart Cards for integration with Transit Fare Collection System (FCS).

- (i) Licensee shall provide/share all required APIs and interfacing protocols of Card Host, CCHS, Smart Cards to FCS Service Provider appointed by Authority in order to facilitate integration with Transit Fare Collection System.
- (ii) FCS Services Provider shall undertake complete Integration Responsibilities with Licensee's Card Host, CCHS, and Smart Cards whereas Licensee shall facilitate such integration by providing any support required apart from sharing of required APIs and Interfacing Protocols.
- (iii) Licensee shall establish the real-time connectivity of FCS Data centers/Servers residing in ICOMC with Bank's CCHS Servers /data centers for sending details/information pertaining to card based transaction.
- (iv) Licensee shall have to ensure timely sending of transaction settlement data from its CCHS servers to FCS Service Provider's servers residing in ICOMC for reconciliations of transactions settled. Bank shall undertake complete reconciliation responsibilities.

C. Transaction settlement

(i) Licensee shall undertake complete Transaction settlement and reconciliation responsibilities.

(ii) *Co-branded card based transactions*

Licensee shall settle all the co- branded smart card based transactions done up to 11:00 PM daily. The share of transactions so settled shall be transferred to account of Merchants under Municipal Services in T+2 days, where 'T' is date on which co-branded card based transaction takes place.

(iii) Cash based transaction at 275+ service delivery points

(a) The Cash collection/Cash Handling at Service points such as City Civic Centers, merchant points, POS service points, etc. is part of Licensee's scope.

(b) The daily cash collection at 275+ service delivery points shall be the responsibilities of the Licensee. Licensee shall collect the cash towards municipal services and other payments at 275+ service delivery points and settle the card based transactions done up to 11:00 PM daily. The transactions so settled shall be transferred to account of BMC Merchants in T+2 days, where 'T' is date on which cash collected.

(iv) For any delay in settlement of daily co- branded card based transaction or cash based transaction at 275+ service delivery points to BMC Merchant's accounts beyond T+2 days shall attract Damages. Authority reserves the right to deduct the Damages as amount by charging interest rates of **12% per annum** for a additional period for which transaction settlement is delayed.

(v) Licensee shall undertake reconciliation of co-branded card based transaction and cash transaction at 275+ service delivery points reported. Licensee shall have to provide explanation for any discrepancy found.

D. Establishing Marketing and Channels

(i) Licensee shall set up approx. 275+ service delivery points where card recharging, dispensing and/or municipal bill payment services, utility bills payment through its network of service providers within the city limit shall be provided. This could be set up at stores, side stores, grocery stores where users shall avail all card recharging and dispensing services. The idea is to spread the availability and thereby maximizing the use of the CPCS System.

(ii) Setup of web enabled and mobile app based online card money top-up over dedicated web channel with payment gateways and other banking channels.

(iii) Offer mobile wallet for cashless electronic transfer. All transactions through web or mobile app shall also be settled in T + 2 days, where T is the date of transaction.

(iv) Develop loyalty program to maximize the use of CPCS System.

E. Maintenance and Management of CPCS during Contract Period

Licensee shall maintain and manage all Hardware and Software forming part of the CPCS Project during the Contract/License Period to ensure the availability of the CPCS System in accordance with the provisions of the Scope of Services and Technical Specification RFP Part-2, Service Levels specified in RFP Part-2 and guidelines and specifications as may be stipulated time to time by the Authority.

F. Setting up Operation and Maintenance of CCH and other required central processing systems at its own location during License Period

(i) The Licensee shall set up central systems (to install and host the required hardware and software of central system of CPCS Project) at its own locations and carry out centralized monitoring and supervision of Operation, Maintenance and Management of CPCS Project during the License Period.

(ii) The scope shall include centralized monitoring and supervision of operation and functionality of CPCS System components (all hardware and software), handling ticketing and payment related queries from commuters, users and CPCS subscribers through help desk/call center, providing detailed MIS reports and other aspects as specified RFP Part-2.

G. Ensuring continuity of CPCS

(i) Licensee shall ensure continuity of CPCS in case of any stoppages or failure as per the scope, Technical Specifications and Functionalities specified in part: 2 Scope of Services and Technical Specification of this RFP.

(ii) Licensee shall also establish backup system to make up for any loss of database.

H. Customer support to resolve Co-branded smart card users queries/issues

(i) Licensee shall establish customer care/call center to support over POS, 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) Licensee and FCS Service Provider shall coordinate with other to resolve the cards related queries pertaining to card not working in transit system/deduction related queries in transit

I. Training and handholding support to Authority's Staff.

- (i) Licensee shall organize workshop for Senior Management officers of Authority on CPCS overview.
- (ii) Licensee shall train the staff of the Authority for service fees collection, fare collection operation (ticketing operation) at non transit BMC services with regards to functioning of POS machines, validators for issuing tickets/smarts cards, POS Operation, safety of CPCS equipment during operation hours. Such training shall include and not limited to loading, recharging, card issuance and other activities as directed by the Authority.
- (iii) Provide training to staff/ticketing staff appointed by Authority for service fees collection at different service points with regards to functioning of POS machines, validators for issuing tickets/smarts cards, POS Operation, safety of CPCS equipment during operation hours.

J. Insurance

Licensee shall procure Insurance cover and maintaining the same during the Contract Period as per provisions set forth in clause 23 of this Agreement.

K. Miscellaneous

Performance and fulfillment of all other obligations and responsibilities of the Licensee and conditions in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Licensee under this Agreement.

7. PERFORMANCE SECURITY

7.1 Performance Security

The Licensee hereby assures, entrusts and covenants unto the Authority that:

- (a) Licensee has furnished Performance Security to Authority for securing the due and faithful performance of its obligations under the Licensee Agreement, on or before the date of signing of Agreement (the “**Execution Date**”), an unconditional and irrevocable bank guarantee for amount **Rs 2.0 crores (Rupees Two Crores Only)** in favour of the “**Chief Executive Officer, Bhubaneswar Smart City limited**”, from any Scheduled Bank other than the Licensee Bank to Authority and payable at Bhubaneshwar (“**Performance Security**”).
- (b) Performance Security in the form of a bank guarantee shall be irrevocable and valid for the entire License Period and an additional period of 90 (Ninety) days thereafter.

- (c) Provided that if the contract is terminated for reasons other than which can be attributable to the Licensee or Licensee Event of Default, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Licensee under this contract, be duly discharged and released to the Licensee.

7.2 Encashment of Performance Guarantee

- (a) The Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:
- (i) Non payment of any dues by the Licensee to the Authority as required to be paid under License Agreement including damages as provided.
 - (ii) An Event of Default not being remedied in Remedial Period by the Licensee despite notice as provided in this Agreement.
 - (iii) Non removal of deficiencies during the Handover period as specified in the License Agreement.
- (b) Provided the extent of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.
- (c) The provision under this Sub-Clause authorizing the Authority to encash the Performance Security shall be exercisable in addition to and without prejudice to the Authority's right to do so under any other similar provision in this Agreement permitting encashment.

7.3 Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Licensee shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the Authority of the amount that deducted to remedy damages, failing which the Authority shall be entitled to terminate Licensee Agreement by giving 30 days' notice in accordance with the provisions herein.

8. ROLES AND RESPONSIBILITIES

8.1 Roles and Responsibilities of Licensee

The Roles and Responsibilities specified hereunder and elsewhere in the License Agreement shall constitutes the Roles and Responsibilities /Obligations of Licensee with respect to CPCS Project (the "Licensee's Obligations") unless such obligations are waived by Authority.

- (a) Act as Principal Issuer, Acquirer and Settlement Bank for CPCS Project.
- (b) Develop and commission CPCS Project as per the scope of work specified in clause 6 and deploy the co-branded open loop smart cards in Authority services such as transit services, Municipal Payments at City Civic Centers, Municipal Parking, etc.
- (c) The Licensee through proposed solution shall ensure;
 - (i) Vendor-independent delivery of modules / equipment's as far as possible. Use of Standard Commercial off the Shelf products and software, encouraging use of non-proprietary items.
 - (ii) Proven hardware platform;
- (d) Ensure reliability, availability, maintainability and safety requirements of the system by analysis, testing and system demonstrations.
- (e) Respond to requests for clarifications of information made by Authority as well as ICOMC and provide all information, data, records, documents etc. as required by Authority, from time to time and respond to all notices, letters, and communications received from the Authority within the given time frame with complete and full replies.
- (f) Set up communication system to facilitate smooth and bidirectional data transmission between ICOMC and Bank's CCHS Servers /data centers for sending details/information pertaining to card based transaction as per the technical and functional requirements specified in Scope of Services and Technical Specification Document RFP-Part-2.
- (g) Ensure timely sending of transaction settlement data from its CCHS servers to ICOMC for reconciliations of transactions settled. Bank shall undertake complete reconciliation responsibilities.
- (h) Complete all functions associated with the project completion in the time specified and obtain Project Acceptance Certificate as per terms of this Agreement.
- (i) Ensure settlement of co- branded smart card based transactions for different services such as City Civic Centers in standard T+2 days.
- (j) Collect the cash at 275+ service delivery points for payments towards municipal bills payment and deposit cash in standard T+2 days.
- (k) Provide revenue reporting on CPCS including access to statutory and regulatory reports

- (l) Carry out all responsibilities pursuant to Bus Station, city Buses, and Clearing House as per the Responsibility Matrix specified in Schedule 3 of this Agreement and Technical Specification specified in Part-2 : Scope of Services and Technical Specification Document of RFP.
- (m) Co-operate with all other Licensees and Vendors of Authority and facilitate their operations for integrated and inter-operable CPCS.
- (n) Handle the operations, Maintenance and management of CPCS Project and ensure continuity of CPCS project by establishing provision of Disaster Recovery/back up in case of any stoppages.
- (o) Establish backup system to make up for any loss of database.
- (p) Submit the documents as specified in clause 9 as well as the operational Documents specifying type of Accounts required and settlement procedures etc., as per the Project requirements.
- (q) Establish the marketing channels as stipulated hereunder for recharging, dispensing and/or bill payment services as per the provision of scope of work.
 - (i) Top-up/recharging/E- KYC/ Balance Enquiry services through e-payment gateways (web, Mobile, etc.) and other banking channels.
 - (ii) Set up marketing channels at stores, side stores, grocery stores where users shall avail all card recharging and dispensing services as per scope of work for maximizing the use of CPCS System.
- (r) Market the concept and increase card penetration by introducing innovative loyalty program or any other program.
- (s) Ensure deployment of Helpdesk to address issues related to Smart Cards.
- (t) Implement the changes in business rules as per directives of Authority.
- (u) Abide by all Applicable Laws including labour laws, minimum wages, PF, ESIC and Applicable Taxes including Service Tax, etc. during the License period.
- (v) Deploy adequate numbers of qualified and skilled manpower and participate in all the meetings, committees etc. as directed by the Authority from time to time.

- (w) Share with Authority, 10% of revenue earned by the licensee from transaction charges on the transactions through CPCS for non-municipal payments.
- (x) Avail fixed deposits from BDA, BMC, BSCL and BPTSL subject to fulfillment of terms and conditions provided in this agreement.
- (y) Appoint a Project Manager responsible for the implementation, operation, maintenance and management of CPCS, who shall also interface and act as single point contact with the Authority for all matters concerning the performance on this Agreement and the Licensee shall share his name and contact details with the Authority.
- (z) Ensure efficient services, polite and courteous behavior and conduct towards end users and to the staff and representative of Authority. In case of any of Licensee's employee or staff members being found guilty of any unreasonable offenses, the Licensee shall be liable for any misconduct of its staff and upon request from the Authority, the Licensee shall take appropriate actions. It shall be clarified that any such actions towards staff members shall not absolve the Licensee from its obligations.
- (aa) Take all precautions to ensure that the CPCS Project including all software and hardware involved remains safe and secure in general and free from attacks arising from attempted manipulation, fraud, break down, compromising of data security, malware and virus attacks or damage due to neglect or omission.
- (bb) Ensure smooth transfer of all hardware, customized software, equipment, Standard third party Software forming the part of CPCS Project except proprietary Software to Authority at the end of the License Period.
- (cc) The Licensee shall also get approved third party auditor to carry out security audit of the database and CPCS system on half yearly/yearly basis during the License Period as per the direction of the Authority and furnish report/certificate thereof to Authority as an evidence. Licensee shall also be required to take prompt measure to rectify any bug/default found during such audit.
- (dd) Performance of each activity, responsibilities and obligations specified elsewhere in Licensee Agreement and Part 2: Scope of Services and Technical Specification during the License Period.

8.2 Roles and Responsibilities of Authority

The Roles and Responsibilities specified hereunder and elsewhere in the License Agreement shall constitute the Roles and Responsibilities /Obligations

of Authority with respect to CPCS Project (the “*Authority’s Obligations*”) unless such obligations are waived by Licensee.

- (a) Lay down the policies /business rules/Fare tables/any other required information relating to CPCS. Tentative Business Rules are specified in Schedule 4 of this Agreement.
- (b) Finalizing detailed Bills of Quantities. A hardware and Software quantity as envisaged at this stage is specified in Annexure - 1 of RFP Part I.
- (c) Approve the Project Implementation Plan, Operational Documents or any other submittal submitted by the Licensee, provided Licensee incorporated suggestions made by the Authority or its representative. Any approvals herein above by the Authority shall not absolve the Licensee from its obligations and responsibilities under this Agreement.
- (d) Provide to the Licensee necessary Project Site at City Civic Centers for due and punctual performance of its obligations.
- (e) Coordinate between various Departments of BMC and other government merchants under municipal services who would be primary users of CPCS System for smooth operation.
- (f) Work closely with Licensee and providing clarifications sought by Licensee.
- (g) Ensure Physical security of equipment installed at various BMC premises.
- (h) Bear the electricity expense at BMC premises.
- (i) Monitoring SLA monitoring System to judge Licensee’s performance.
- (j) Carry out Testing and acceptance of the system as per the Tests specified in RFP Part-2 and this agreement.
- (k) Make payments to Licensee as per Payment terms.
- (l) Carry out all responsibilities pursuant to, City Civic Centers as per the Responsibility Matrix specified in Schedule 3 of this Licensee Agreement.
- (m) Undertake PoS/ticketing operation at BMC premises such as City Civic Centers Bus stations, Buses, etc.
- (n) Attempt to grant in a timely manner all such approvals, permissions and authorizations which the Licensee may require or is obliged to seek from the Authority in connection with commissioning, operation and maintenance of the CPCS Project and the performance of the Licensee’s obligations under this Agreement;

9. PROJECT IMPLEMENTATION

9.1 Submission of Documents

- (a) The Licensee shall provide to the Authority clear project implementation plan and end-use requirement document and other documents specified hereunder within the 4 weeks of LOA.
 - (i) Project implementation Plan shall include details of the project implementation team and benchmarks and timeline of delivery of equipment, installation of equipment, integration and setting up of the Central Control Centre (at its own location) for tentative Request orders specified in clause 9.3.
 - (ii) Solution design and architecture document of complete CPCS System, System Requirement specification document, Hardware and Software Documentation and Drawing, user acceptance Test Plan and operational manual of each component of CPCS after studying the solution requirement as per relevant provisions of Part-2 of RFP.
 - (iii) Operational Documents specifying Type of Accounts required and settlement procedures etc.
- (b) Each submittal specified in sub clause (a) above, should contain sufficient information to determine that each component of CPCS project complies with the Technical Specifications and functional requirements specified in RFP Part-2.
- (c) Licensee shall incorporate inputs and suggestions received from Authority or Authority's consultant in all submittals. Upon approval by the Authority and after the signed off, the same shall form an integral part of the Licensee Agreement Approval of any such submittals shall not absolve the Licensee from its responsibilities and obligations specified in this Agreement.

9.2 Pilot Demonstration

- (a) Licensee shall have to develop and customize the software system as per the system requirement specification document.
- (b) Licensee shall have to carry out a Pilot Demonstration as per the scope specified hereunder within 8 weeks from the date of issuance of Letter of Award.
 - (i) Demonstration of EMV card usage and transit rules using HHT and few reports.

- (ii) Pilot Demonstration on test environment specified in RFP Part-2 and demonstration of the integration process on same.
- (c) Delay in Pilot Demonstration in time period provided herein above and extended time period agreed upon by Parties and provided such delay is not beyond control of the Licensee or due to reasons attributed to Authority or due to Force Majeure , then the Authority shall have rights as specified in clause 5 (e) (iii).
- (d) After setting up the Pilot Demonstration the Licensee shall inform the Authority/ its authorized representative who shall conduct demonstration / testing of the quantities involved in Pilot Demonstration to test their conformity to Technical Specifications and functionalities requirements as per the Tests specified in RFP-Part 2 and user acceptance test document. The system shall be checked for full functionality in an integrated environment through test run and tests specified in RFP Part-2 and user acceptance test document. Upon successful outcome of the same, Authority/ its authorized representative shall issue Request Order within One week.
- (e) In case outcome of Pilot Demonstration does not provide desired output/functionality of the CPCS Project as per the Technical Specification and functionality requirement in RFP Part-2, then the Authority shall provide adequate time for removal of bugs and any other inconsistencies to match the Technical Specifications and Functional requirements specified in RFP Part-2. In case of repetitive failure or un-successful outcome in achieving desired result by the Licensee in extended period during the Pilot Demonstration, then the Authority would be at its discretion to consider all remedial measures including termination.

9.3 Request Order and Phasing

- (a) The Authority shall issue an Order in writing, indicating the number of units of Hardware and Software to be supplied along with the location (Project Site) within the BMC Premises where these are to be installed. The Authority shall continue to issue such request until the full quantities of Hardware and Software specified in Annexure - 1 of RFP Part-1 is exhausted (the “Request Order”) during the License period.
- (b) Upon getting the Request Order, the Licensee shall promptly and as soon as possible within the Lead Time specified in the Request Order, supply, install and implement specified numbers of hardware and software at stated Project Site and commissioned the same.
- (c) The Authority shall specify the Lead Time in Request Order. The Lead Time of Request Order shall be decided in discussion with the Licensee before

the Request Order is placed. Authority's decision in this regard shall be final but reasonable time shall be provided to the Licensee. Delay or non-performance will form the basis for application of Liquidated Damages. Tentative Number of Request Orders and Lead Time as envisaged at this point of time is specified in sub clause (d) hereunder.

- (d) Separate Request Orders for different Services such as City Civic Centers, parking shall be issued. Tentative Phasing for implementation for guidance of the Licensee is as follows. It may be emphasized that this phasing is indicative and not binding.

Services	Approximate Time for Request Order from Successful Pilot Demonstration	Tentative Scope/ Approximate Sizing	Tentative Lead Time
City Civic Centers/ward offices	0-1 Month	Commissioning of CPCS in City Civic Centers/ward offices	1 month
Service Delivery Points	0-1 Month	Commissioning of POS	2-3 months
BMC run Parking	2-3 Months	Commissioning of CPCS in all BMC run Parking.	1 month

Authority shall endeavor to issue all remaining Request Orders within eighteen months of successful and timely implementation of first Request Order.

The above is a tentative/approximate schedule as envisaged at this point of time and the Authority retains the full right to make changes / additions to this or simultaneous implementation in more than one services.

- (e) Licensee shall provide weekly/fortnightly/Monthly Progress Report as per the direction of Authority.

9.4 Testing and System Audit during Implementation of CPCS Project

- (a) Upon completing the supply, installation and commissioning of the hardware and software quantities specified in Request Order, the Licensee shall do a test run for the entire CPCS system, remove any shortcomings and resolve any bugs in hardware, software, and communication network .
- (b) After successful test run as specified hereinabove (a), the Licensee shall inform the Authority/ its authorized representative who shall conduct demonstration / testing of the CPCS System installed to test their conformity

to Technical Specifications and functional requirements as per the Tests specified RFP –Part-2, user acceptance test manual and Good Industry Practice.

- (c) The system shall be checked for full functionality in an integrated environment through test run and tests specified herein (b) above. Upon successful outcome of the Test results, the Authority/ its authorized representative (i.e. Authority’s consultant or third party system auditor) shall issue a Project Acceptance Certificate/Go Live Certificate (the “Project Acceptance Certificate/Go Live Certificate”). No certificate shall be issued against only delivery, partial installation or incomplete commissioning for quantities specified in Request Order. Authority shall issue Request Order wise Project Acceptance Certificate/Go Live Certificate upon successful test outcome as specified in (a) and (b) hereinabove. The Authority shall issue Project Acceptance / Go Live Certificate separately for each Request Order.
- (d) The Authority may appoint an independent consultant or third party auditor capable of auditing IT systems envisaged as part of CPCS Project implementation. The Licensee shall be required to provide necessary information to the third party auditor/ independent consultant to facilitate testing and audit of hardware, software and processes related to CPCS during the Project Implementation.

9.5 Liquidated Damages

- (a) The Licensee agrees that Liquidated Damages specified in sub clause (b) hereunder are fair and genuine pre-estimate of damages and not by way of penalty and agree to not dispute the same in future in any manner.
- (b) In the event of delay by the Licensee to comply with the Lead Time requirements as stipulated in clause 10.3 (d) of this Agreement or mutually extended Lead Time ,then the Liquidated damages shall apply @0.05% of value of the per day delay of equipment/device to be supplied, installed and commissioned specified in Request Order (the “**Liquidated Damages**”). Total Liquidated Damages applicable under this clause shall be limited to 5% of the value of the equipment/device in software or hardware to be supplied, installed and commissioned for which Request Order is placed.
- (c) Liquidated Damages shall not be applicable in case delay is caused due to Force Majeure events or reasons attributable due to delay in part of the Authority for handover of project site or furnishing business rules/fare tables or any other approvals required under this Agreement.

10. QUANTITY VARIATION

- (a) The Variation in individual Hardware and Software items of quantities (as specified in Annexure – 1 of Part I of RFP) is permitted provided it shall not

exceed \pm 30% (i.e increase or decrease of 30%) in quantity of each individual item.

- (b) The Licensee shall have to execute additional Hardware and Software item within the variation limits specified in (a) above at as per the commercial terms specified in this Agreement.
- (c) The commercial terms for the quantities of Hardware and Software items exceeding the variation limit shall be as per the clause 33 of this Agreement.

11. OPERATION, MAINTENANCE AND MANAGEMENT OF CPCS PROJECT

11.1 Defect liability period

- (a) The Defect Liability Period for a CPCS Project shall start from the date of the issuance of Project Acceptance Certificate/Go Live Certificate of first Request Order and shall continue till the expiry of contract (the “Defect Liability Period”).
- (b) Licensee shall bear defect liability for its goods and services including all Hardware, Software, Goods supplied and installed by it. All such items forming part of the CPCS Project 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 during the License Period.
- (c) Licensee shall abide by maintenance terms as specified in clause 11.2 hereunder during the License Period.

11.2 Maintenance Terms during the Defect Liability Period.

Licensee shall provide operation, maintenance and management services towards CPCS Project during the Defect Liability Period against the Commercial Terms. The Maintenance Terms are inclusive of spares during the Defect Liability period. Followings shall constitute the Maintenance Terms, obligations and responsibilities of the Licensee during Operation and Maintenance (the “Maintenance Terms”);

- (a) Maintain and manage all hardware and software forming part of the CPCS project including Control Center Operation all time during the Defect Liability Period as per Good Industry Practice, Service Level Agreements specified in RFP Part-2, provisions of this Agreement, Applicable Laws and Applicable Permits, and manufacturer’s guidelines and instructions and specification provided in RFP Part-2: Scope of Services and Technical Specification Document.

- (b) Ensure smooth operations and functioning of CPCS Project during all time of Contract Period by employing adequate maintenance measure as per Good Industry Practices.
- (c) Take responsibility for any defect or failure of CPCS Project Components comprising of Hardware and Software due to defective design, material or workmanship, manufacturing or development defects or latent defect or normal wear and tear within the design limit, during the Contract Period.
- (d) The rectification, change of spare of hardware and software units, replacement of Hardware and Software, modification and software upgrades shall have to be undertaken by the Licensee to cure the faults/defects/deficiency in order to raise speed, efficiency and/or effectiveness of the Software and Hardware and/or non-functioning devices/hardware and achieve a higher performance level of CPCS Project within the Remedial Period specified by the Authority. Liability of the damages due to Vandalism as per clause 15(b) shall remain with the Authority.
- (e) Make available standby items and inventories for all Project parts and/or equipment at Bhubaneswar.
- (f) Deploy relatively vandal proof equipment/Hardware as it shall be deployed in heavy public use environment. The damages to equipment owing to regular wear and tear under field conditions, damages or failure owing to exposure to outdoor conditions such as moisture, heat, mechanical, electrical or electronic failure, faulty manufacture shall be the liability of the Licensee during the License Period.
- (g) Deploy required number of competent technical manpower /engineers/ supervisors along with necessary spare parts, standby items and inventories of all parts of CPCS Project during the Defect Liability period at its own cost for evaluation of performance, operation, maintenance and management of the CPCS Project and its components in order to maintain the Minimum Service Levels specified in RFP Part-2 all time during the License Period. These technical personnel shall also undertake periodic investigation of defects and failures and carrying out modifications as and when required during the Contract Period.
- (h) Resolve any bugs, technical problems with regards to CCS for Municipal Service Fees collections/ ticketing operation (POS/Validators) at Project Site (Municipal as well as Non-municipal Payments Merchant's location) on urgent basis and ensure that ticketing operation/ BMC Service Fees collections operation shall not get affected owing to technical issues.
- (i) Undertake routine and periodic maintenance including carrying out rectification, modification, software upgrades, patches updation, change of

spare, replacement of hardware/software items if need so arise so as to maintain the Service Levels and Technical & Functional Requirement specified in RFP Part-2 all time during the License Period.

- (j) Ensure uptime and availability of CPCS Project, all times during the License Period, at BMC Premises in relation to the Service Levels.
- (k) Prepare a Standard Operating Procedure (SOP) for different cases/events and train its own staff/Authority's staff for the same. This SOP document shall be submitted to Authority for its review.
- (l) Prepare a Maintenance Manual and other manuals specified in Part-2 of this RFP in consultation with Authority or its Consultant specifying the detailed operation plan, methodology and time period of regular and preventive maintenance, comprehensive information of equipment, hardware, software used in CPCS Project, operation procedure of each system installed, the repair and maintenance procedures of each component and hardware of the CPCS Project, procedures for diagnosis, removal of bugs and replacement of any item of equipment, diagnosis procedures of faults and procedures for removing it and replacing. These manuals shall become part of this Licensee Agreement.
- (m) Provide all MIS report specified in RFP Part-2: Scope of Services and Technical Specification Document and any other reports required by Authority.
- (n) Share with Authority, 10% of revenue earned by the licensee from transaction charges on the transactions through CPCS for non-municipal payments.
- (o) Take all precautions to ensure that the CPCS Project including all software and hardware involved remains safe and secure in general and free from attacks arising from attempted manipulation, fraud, break down, compromising of data security, malware and virus attacks, physical attacks or damage due to neglect or omission.
- (p) Provide training and handholding support to Authority as follows;
 - (i) Arrange Workshop for senior managers for imparting knowledge of functioning of CPCS Project.
 - (ii) Provide training to service fees collection staff/ticketing staff of Authority or its vendor at BMC Premises with regards to functioning of POS machines, validators for issuing tickets/smarts cards, POS Operation, safety of CPCS equipment during operation hours.

- (q) Ensure that any premises/Project Site provided by Authority to the Licensee for the purpose of carrying out its obligations shall be used solely for the purpose of carrying out the functions intended and obligations placed under this Agreement and not for any other purposes.
- (r) The Licensee shall not permit anti-social activities/illegal activities on Project Site during the License Period. Any liabilities arising as consequences of such event shall be borne by the Licensee. On occurrence of such event, the Licensee shall solely responsible for legal remedies and Authority may consider Termination on occurrence of such event.
- (s) Take prompt and reasonable action for redressal of each complaint received from users including complaints received by Authority related to card issuance, personalization, renewal, refunds, card not working , recharge or deduction related queries, expiry of cards customer account management and customer support with payment gateway
- (t) Licensee shall be liable for any kind of damage to equipment and the user of the CPCS Project caused by poor maintenance, delay in any repair/maintenance works/ or replacement need for normal wear and tear during the License Period .
- (u) Ensure settlement of co- branded smart card based transactions for different services such as City Civic Centers in standard T+2 days.
- (v) Collect the cash at 275+ service delivery points for payments towards municipal bills payment and deposit cash in standard T+2 days. Undertake reconciliation of cash collected and transaction reported.
- (w) Abide by all obligations and responsibilities related to maintenance requirement specified in Technical Specification set forth in Part-2 of Scope of Services and Technical Specification Document of RFP.
- (x) Due compliance with the terms and conditions provided for the execution and performance of this Agreement.

11.3 Payment of Damages due to breach in Service Levels during Operation, Maintenance and Management of CPCS Project

- (a) The Licensee agrees that Damages specified in sub clause (b) hereunder is fair and genuine pre-estimate of damages and not by way of penalty and agree to not to dispute the same in future in any manner.
- (b) The Licensee shall require to pay damages for non-adherence to Service Levels (SLA) as specified in RFP Part-2. The amount of Damages shall be decided during the preparation of Project Implementation Plan based on following principles;

- (i) Frequency of breach of SLA
 - (ii) Magnitude of amount of damages
 - (iii) Non adherence to remedy within Remedial Period.
- (c) The payment of damages shall not absolve the Licensee from performing its obligations as specified under this Agreement.
- (d) Damages under this clause shall not be applicable in case of breaches caused due to Force Majeure events or reasons attributable due to the Authority /Authority event of Default.

11.4 Monthly Status Report

- (a) Licensee will put in place a monitoring mechanism and also undertake inspection to monitor functioning and performance of all components of CPCS Project and furnish the data of performance as per the different types of MIS reports and information requirement specified RFP Part-2 regularly on daily/weekly/monthly basis to the Authority as per direction of Authority.
- (b) The Licensee shall take prompt actions necessary to maintain or improve the availability and performance of the services and to rectify the fault, defect or malfunctions found in hardware and software during such inspection provide progress report of all such actions to Authority.
- (c) The Licensee shall provide quarterly reports at regular interval during the Defect Liability Period stating in reasonable detail the compliance of functionality, performance and standard of each Project Component i.e., hardware and software with Technical Specifications, functionalities and Minimum Service Levels specified in RFP Part-2. Licensee shall also provide reports of regular maintenance and up gradation undertaken, actions taken to maintain and improve availability and performance, action taken progress report on removal of bugs, deficiency, fault, defect, change of spare, replacement of hardware/software items shall promptly give such other relevant information as may be required by the Supervision Consultant or authorized representative of the Authority.

11.5 Inspection and System Audit during Operation and Maintenance

- (a) The Authority may appoint an independent consultant/Supervision Consultant or third party auditor capable of auditing and testing IT systems envisaged as part of CPCS Project. The Licensee shall be required to provide necessary information to the third party auditor to facilitate testing and audit of hardware, software and processes related to CPCS during the License Period.

- (b) The Supervision Consultant /independent consultant/ third party auditor appointed by the Authority or authorized representative of the Authority shall inspect the compliance of functionality of CPCS Project at every six (6) months during the License Period and can cause the Licensee to carry Tests as specified in RFP Part-2. It shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Technical Specifications, Functionality Requirement , Minimum Service Levels and other requirements and send a copy thereof to the Authority and the Licensee within 7 (seven) days of such inspection.
- (c) Upon receiving such Report, the Licensee shall be entitled to take appropriate and prompt actions to cure the defects or deficiency including software upgrades, hardware replacement found during such inspection in O&M Inspection Report within the Remedial Period specified in O&M Inspection Report, if not so specified, shall be specified by the Authority in consultation with Licensee.

11.6 Authority's right for remedial measure

In the event that the Licensee fails to repair or rectify any defect or deficiency or bugs in the CPCS Project so found during inspection within the Remedial Period specified in O&M Inspection Report and over and above of repetitive notices and repetitive failure of system, then the Authority shall carry out such repairs or rectifications at cost of Licensee. The Authority shall be entitled to recover such costs from the Licensee. Recovery of such cost shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12. TRAINING AND HUMAN RESOURCE DEPLOYMENT

12.1 Training

- (a) The Licensee shall be responsible for the selection, engagement and training of its personnel in all work with regard to the performance of this Agreement.
- (b) The Licensee shall design and offer different training program and training material addressed to need of different disciplines and needs of the personnel employed.
- (c) All the training courses shall be conducted at training centre set up by the Licensee.
- (d) Each personnel or staff member of the Licensee shall be deployed on the Projects upon completion of training and issue of the training completion

certificates.

- (e) The Licensee shall also offer training program at its own costs to
 - (i) Authority staff enable them to understand the operation of CPCS Project.
 - (ii) Authority Appointed fare collection operator's staff/ticketing staff at BMC Premises with regards to functioning of functioning of POS machines, validators for issuing tickets/smarts cards/ smart card top-up, POS Operation, safety of CPCS equipment during operation hours
- (f) The Licensee shall prepare Standard Operating Procedures for every situation including unique situations with regards to functioning of the CPCS Project and train its own/Authority's staff.

12.2 Human Resource Deployment

- (a) The Licensee shall be responsible for deployment of trained and qualified staff members during Project Implementation and Defect Liability Period.
- (b) The Licensee shall appoint a Project Manager who acts as a single point of contact and shall be responsible for all deliverable of this Agreement. The Project Manager shall also act as representative of the Licensee.
- (c) The Licensee shall deploy the experienced and qualified experts for Network and Infrastructure expert, banking experts, hardware maintenance experts, operation, database and software experts and other experts. if required then deploy additional staff to ensure satisfactory services and work with regard to performance of this Agreement .Any replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than existing competent technical personnel.
- (d) If the Authority asks the Licensee to remove a person who is a member of the Licensee's staff or work force, stating the valid reasons, the Licensee shall ensure that the person leaves the Project Site within seven days and has no further connection with the CPCS Project in the Contract.
- (e) The Licensee shall abide by all Applicable Laws including labour laws, minimum wages, PF, ESIC and Applicable Taxes including Service Tax, etc., for the Human Resource deployed by them. There shall not be employee and employer relationship between the manpower deployed by the Licensee (either permanent or contractual employee) and the Authority through this Contract. The Licensee shall solely liable for any liabilities arising due to breach in labour laws including minimum wages, PF, ESIC and Applicable Taxes.

- (f) The Licensee shall be solely responsible for any liabilities arising to act or death, injuries of employee deployed by Licensee or its sub-contractor or any third party damages due to act of omission of Licensee or its employee.

13. SCALABILITY OF THE CPCS PROJECT AND INTEGRATION

- (a) Licensee shall ensure the scalability of the Project so as to include additional services other than those provided in scope of the work for similar commercial terms.
- (b) The Project shall be scalable enough to include the future BRTS or any other Project also.
- (c) The Licensee shall ensure scalability and compatibility of the all sub systems as per the terms set forth in RFP Part 2: Scope of Services and Technical Specification Document.
- (d) Ensure/Facilitates Integration of equipment/hardware supplied it or by other vendors for CPCS Project.

14. SECURITY OF INFORMATION GENERATED FROM PROJECT

The Licensee shall take all necessary steps to ensure security, safety, confidentiality and integrity of data and keep Authority informed of all such steps taken from time to time.

14.1 Reliability of Information

The Licensee undertakes to guarantee the authenticity of information submitted to Authority as a part of MIS Report, any other information demanded by Authority during the License period.

14.2 Integrity of Information

The system shall have routine checks for the verification of integrity of information. Errors detected will be automatically corrected, in order to prevent propagation of invalid data across the database. Duplicated or incomplete transactions will be detected and corrected, without causing the CPCS Project to come to a halt. If there is interruption in communication, the part of the system affected shall be repaired immediately and record the error.

14.3 Security and Encryption of Information Stored and other database

- (a) The Licensee shall take all other necessary measures to protect the database generated from the CPCS Project.
- (b) The Licensee shall implement highly protected, hierarchical access control system to control to access of CPCS System to only to authorized personnel.
- (c) The Licensee shall take all necessary steps to ensure security, safety, confidentiality and integrity of Database and shall not share or transfer any information from the Database to any person except with prior written consent of Authority.
- (d) The Licensee shall ensure that appropriate firewall is implemented to protect the Database and CPCS Project component from external access and outside connections.

14.4 Security audit of CPCS Project

The Licensee shall also get approved third party auditor to carry out security audit of the database and CPCS system on half yearly/yearly basis during the License Period as per the direction of the Authority and as per the provisions of RFP Part-2 and furnish report/certificate thereof to Authority as an evidence. Licensee shall also require take prompt measure to rectify any bug/default found during such audit.

15. DAMAGE TO HARDWARE/CPCS PROJECT COMPONENTS

- (a) Hardware and CPCS Project Components delivered and installed by the Licensee shall be deployed in heavy public use environment and is required to last rough usage in outdoor conditions. All such Hardware and CPCS Project Components shall be designed to be vandal proof/vandal resistance. Damage to Hardware and Project Components due to regular wear and tear under field conditions, damage or failure due to exposure to outdoor conditions such a moisture and heat, faulty manufacture, latent manufacturing defects within design limit ,mechanical, electrical or electronic failure, shall be the liability of the Licensee during the License Period. In such case, Licensee shall repair, change the spare of the unit or replace the unit such that the repaired /replaced unit has full functionality during the period of the Licensee agreement. It is responsibility of the Licensee to ensure that all equipment/hardware/software continues to function as per functionality specified in Technical Specification and maintain the Service Levels during the Defect Liability Period. All costs towards repair/modification/changing spare/replacement shall be borne by the Licensee.

- (b) Damages due to Vandalism, tampering of equipment by Authority staff or Authority appointed staff and damage due to accidents of any kind shall be the liability of the Authority. In such case, Authority shall request the Licensee to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Licensee less of insurance proceeds.

16. OWNERSHIP OF PROJECT AND INTELLECTUAL PROPERTY RIGHTS

16.1 Ownership of the CPCS Project

- (a) The ownership of all Hardware, equipment, Goods and all Software installed and commissioned and forming part of the CPCS Project shall remain vested with the Licensee during the License Period.
- (b) At the end of the License Period or early Termination due to Licensee/Authority Event of Default, the ownership of all Hardware, equipment, goods, customized software, standard software licenses, Third party software licenses forming part of the CPCS Project, software except proprietary software and hardware shall be transferred to the Authority.
- (c) In cases where the customized hardware/software is developed and installed exclusively for the Authority, the ownership of all such hardware and software shall be transferred to Authority at the end of the License Period or early Termination due to Licensee/Authority Event of Default and source code if any shall be deposited by Licensee to Authority.
- (d) The Software Licenses of all third party software and standard Hardware shall be transferred to the Authority the end of the License Period or early Termination due to Licensee/Authority Event of Default.
- (e) Authority shall remain sole owner of the Database designed, developed and maintained by Licensee all times during the License period. Authority shall own any and all data created out of the CPCS Project at all the times, i.e. both during and after the expiry / termination of the Licensee Agreement. Licensee shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
- (f) Licensee shall exercise all due caution to protect and maintain the data created out of CPCS Project.
- (g) Licensee shall not share, sell or in any manner use the data created by Licensee out of this Project otherwise than in accordance with the terms of the Licensee Agreement.

16.2 Intellectual Property Rights

- (a) The Intellectual Property Rights in all Standard and Proprietary Software

and Hardware shall remain vested in the owner of such rights. The Authority shall have rights to use the same during the License Period exclusively for purposes of effective implementation, operation and maintenance of the CPCS Project. Authority shall not assign license, or otherwise voluntarily transfer its contractual rights to any other third party without approval from the Licensee provided such assignment is required for performance of the CPCS Project.

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

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

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

17. Confidentiality

17.1 Confidential Information

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

17.2 Confidentiality Exceptions

The Obligations of Parties pursuant to clause 17.3.1 above, however shall not apply to the information which;

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

18. SHARING OF PROGRAM PROTOCOL

- (a) The Licensee shall be required to furnish all interfacing protocols, APIs related to hardware and software being implemented within scope of CPCS Project to Authority before getting the final sign-off on the deliverables. The documentation shall be provided in a way that allows Authority to enable any other Service Provider under ICOMC or otherwise to integrate their services with Licensee's Card Host, CCHS, and Smart Cards.
- (b) The protocol documentation shall clearly state all interface requirements including the software dependency, communication protocols, networking diagrams and APIs.
- (c) In the event of dispute or new vendors getting added to the system at a later date, it shall be obligatory to share Communication and program protocols of the equipment supplied by Licensee in the interest of interoperability. The Licensee shall be solely responsible for any delay on account of lack of inter-compatibility between different parts of the system due to non-sharing of such program protocols.
- (d) Non submission of Interfacing protocols and APIs shall be considered as Event of Default leading to Termination.
- (e) The deliverables specified in (a) above shall be the part of deliverables of the CPCS project and delivery shall be considered to be complete when the above too is satisfied.

19. OUTSOURCING /SUB CONTRACTING

- (a) Licensee is permitted to outsource the work upon approval from the Authority.
- (b) In the event of failure or breach of any sub-contractor or vendor of the Licensee in performance of its tasks and functions, the Authority shall have the right to have the services of such sub-contractor or vendor terminated and the Licensee shall forthwith and at no extra cost to the Authority, replace such sub-contractor or vendor or may even undertake to execute the task by itself.
- (c) Outsourcing or Subcontracting does not absolve the Licensee from its obligations.

20. OWNERSHIP OF PROJECT SITE

- (a) Subject to the terms and conditions as contained in this Contract, Authority hereby grants to the Licensee only the right to access and use Project Site/BMC Premises only and exclusively for the purpose of fulfillment of its obligations specified in this Agreement during the License Period.
- (b) Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Licensee, with respect to the Project Site during the License Period. Nothing contained herein shall confer or be deemed to confer any right for the Licensee to sub-contract, sub-license, lease and sub-lease or make available in any other form the Project Site /BMC Premises provided by the Authority to any Third Party, except as expressly permitted in writing by Authority during License Period.
- (c) The Licensee hereby guarantee that it shall use the Project Site/BMC Premises only and exclusively for the purpose of providing timely services and discharge of its obligation and should not do nor cause any damage or waste in the Project Site/BMC Premises or do any act which will in any way be prejudicial to the rights of the Authority during License Period.
- (d) It is agreed and understood by the Licensee that the rights granted under this Clause to the Licensee by Authority as part of the CPCS Project shall be co-terminus with the Contract Period of this Agreement. Upon early Termination of the Agreement prior to expiry of Contract Period, the Licensee will leave the Project Site/ BMC Premises in the same state and condition as it was during the issuance of Request Order.
- (e) Authority shall retain the title and ownership of any site allotted by the Authority to Licensee for purposes of carrying out Licensee's obligations in relation to the CPCS Project. Such title and ownership of the Authority in

any such site shall not pass to Licensee.

21. REPRESENTATION AND WARRANTIES

21.1 Representations and Warranties of Licensee

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

- (a) the CPCS Project as well products and services implemented under the CPCS Project shall be:
 - (i) Compliant with the Technical Specifications and functionalities set forth in RFP Part-2: Scope of Services and Technical Specification Document.
 - (ii) fit and sufficient for the purpose(s) for which they are designed, developed, installed and implemented .
 - (iii) be largely free from defects in design, material and workmanship, manufacturing defect, whether latent or otherwise .
 - (iv) neither the CPCS Project including its components nor any use thereof by the Authority will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.
- (b) Licensee hereby further represents and warrants that any services provided hereunder shall be performed in a competent manner and be for any purpose for which Licensee knows or has reason to know the Authority intends to use such service.
- (c) Licensee hereby agrees that the above stated Representations and Warranties
 - (i) shall survive the inspection, acceptance and use of the CPCS Project by the Authority;
 - (ii) are for the benefit of Authority and general Public; and
 - (iii) are in addition to any warranties and remedies to which Authority may otherwise agree or which are provided by law.
- (d) it is duly organized, validly existing and in good standing under the laws of India or foreign nation;
- (e) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

- (f) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of the its scope and obligations;
- (g) it has the financial standing and technical capacity to undertake the CPCS Project;
- (h) the Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (i) it is subject to civil and commercial laws of India with respect to the RFP and Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (j) the execution, delivery and performance of the this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (k) there are no actions, suits, proceedings, or investigations pending or, to the Licensee's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Licensee under the Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- (l) it shall Share with Authority, 10% of revenue earned by the licensee from transaction charges on the transactions through CPCS for non-municipal payments
- (m)it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Licensee's ability to perform its obligations and duties under the RFP and Licensee Agreement;
- (n) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (o) no representation or warranty by the Licensee contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue

statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

- (p) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for securing the Contract or entering into of the Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

21.2 Representations and Warranties of Authority

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

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

22. COMMERCIAL TERMS/ PAYMENT TERMS

22.1 Payment to Licensee

Authority hereby agrees to pay to the licensee transaction charges in terms of percentage of the transaction amount through CPCS for Municipal Services Merchant Payments. The payments shall be made by respective Municipal Services Merchants based on the value of transaction at the agreed percentage rate provided below in 22.1.1 (a) subject to compliance of requirements under 22.1.1 (c).

22.1.1. Transaction Income to Licensee

- (a) Authority agrees to pay to the Licensee transaction charges as ____% of the transaction amount through CPCS for Municipal Services Merchant Payments
- (b) The payment as specified herein above shall be made only for the Services where CPCS Project is commissioned and Project Acceptance/Go Live Certificate is issued thereof. For instance if CPCS Project is commissioned in BMC locations and Project Acceptance Certificate issued thereof then payment in terms of percentage of transaction amount shall only be made to Licensee.

- (c) The transaction charges shall comply to guidelines and notifications of Reserve Bank of India issued from time to time. Any reduction or capping by RBI relating to changes in transaction charges or merchant discount rates shall be adhered to and shall lead to proportionate reduction in transaction fee charges.

22.1.2. Payment Procedures

Upon Project Acceptance depending on the Request Order and Authority's Services where CPCS Project is commissioned , Authority shall make monthly payment to the Licensee as per clause 22.1.1 herein above , subject to recoveries if any by way of Damages towards Liquidated Damages and the breach in Service Levels or any other charges, deductions or adjustments as per terms & conditions of contract in following manner:

- (a) The Licensee shall raise regular monthly invoice for payment of Charges as specified in table in sub clause 22.1.1 herein above for Services where CPCS Project is commissioned and submit it to the Authority.
- (b) Upon receipt of the invoice, the Authority will verify the invoice against the records that has on Operational Services and then make payment subject to deduction by way of Damages towards Liquidated Damages and the breach in Service Levels or any other charges.
- (c) All payments shall be made by the Authority to the Licensee within 20 days from receipt of the invoice after making any tax deductions at source as applicable under Income Tax law governing in India.

22.2 Tax Liabilities

- (a) The Prices mentioned in the clause 22.1 is 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 Licensee 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 Licensee.
- (b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

23. INSURANCE

23.1 Insurance during the License Period

The Licensee shall, at its cost and expense, purchase and maintain during the License Period, such insurances as are necessary including but not limited to the following:

- (a) Hardware and Software delivered and installed to the extent possible at the replacement value with Authority as beneficiary.

- (b) Fire and allied natural calamities for the data hardware and software at replacement value with the Authority as beneficiary;
- (c) Licensee's all risk insurance with the Authority as co-beneficiary;
- (d) Comprehensive third party liability insurance with the Authority as co-beneficiary;
- (e) Workmen's compensation insurance with the Authority as co-beneficiary;
- (f) Any other insurance that may be necessary to protect the Licensee, its employees and the CPCS Project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) with the Authority as beneficiary/co-beneficiary;

23.2 Evidence of Insurance Cover

- (a) The Licensee shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Licensee Agreement.
- (b) If Licensee shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Licensee.

23.3 Application of Insurance Proceeds

- (a) All moneys received under insurance policies shall be promptly applied by the Licensee towards repair or renovation or restoration or substitution of the CPCS Project or any hardware/equipment/device thereof which may have been damaged or required repair/modification.
- (b) The Licensee shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the CPCS Project, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- (c) For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the CPCS Project shall be applied for the purpose.

23.4 Validity of Insurance Cover

The Licensee shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the License Period and furnish copies of the same to the Authority for each year/policy period. If at any

time the Licensee fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Licensee Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Licensee forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

24. EVENT OF DEFAULT

24.1 Licensee Event of Default

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

- (a) If Licensee fails to supply ,install and commission the CPCS Project or items specified in Request Order within the Lead Time specified in Request Order any repeated extension granted thereof , without any valid response or any reasons attributed to breach on part of Authority.
- (b) If Licensee fails to meet the conditions specified in Condition Precedents;
- (c) If Licensee fails to furnish Performance Security to the Authority as per the terms of the agreement.
- (d) If Licensee fails to share Interfacing Protocols, program protocols, APIs of Card Host System, CCHS and smart cards etc., which are prerequisite for the integration with ICOMC.
- (e) If Licensee fails to carry out security audit of the CPCS Project as per the provisions of contract.
- (f) If Licensee fails to explain the reconciliation of accounts without any valid reason.
- (g) If Licensee repeatedly fails to settle the account in T+2 day as per the scope.
- (h) Any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading;
- (i) Non-cooperation of Licensee to ICOMC and other Service Providers appointed by Authority to integrate such Systems with CCHS and Card Host Management System and settlement is delayed on account of such failure .
- (j) The changes/appointment of outsourcing partners/ sub-contractor without prior approval of the Authority.
- (k) In the event of repetitive occurrence of offences with respect to breach of any of the Service Levels and Maintenance Terms and its obligations specified in this Agreement and which has Material Adverse Effect on Authority or CPCS

Project.

- (l) In case of pre-decided Liquidated Damages or Damages due to breach in Service Levels together exceeds the limit twice the value of Performance Security.
- (m) if Licensee fails to submit documentation and manuals and system protocols, API ,interfaces as specified in RFP.
- (n) Licensee suspends or abandons the operations and/ or implementation of CPCS Project without the prior consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or (iii) suspension on account of failure of component and systems provided by other suppliers.
- (o) Licensee repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (p) Licensee does not abide by the terms of this Agreement.
- (q) If Licensee fails to protect the security of CPCS systems/Project and database.
- (r) If Licensee or any of its staff member are found to be involved in fraudulent and corrupt practices specified in RFP Part-1 or fraudulent practices pursuant to ticketing operations.
- (s) If Licensee fails to make any payments/damages/penalties due to Authority within the period specified in Licensee Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (t) If Licensee could not implement the changes in business rules as per directives of Authority.
- (u) Licensee is in Material Breach of this Agreement or by its own created circumstances that have Material Adverse Effect on the performance of Authority's obligation with respect to CPCS Project and has failed to cure same within 60 days of notice thereof by the Authority.
- (v) If Licensee fails to perform its scope, responsibilities and obligations specified in this Agreement repetitively and such breaches not cured/rectified in Remedial Period granted by the Authority.

24.2 Authority Event of Default

Following events shall constitute an Event of Default by Authority (the "Authority

Event of Default”) unless such event has occurred as a result of a Force Majeure Event:

- (a) If Authority fails to provide Project Site/ BMC Premises for implementation of CPCS Project for a considerably longer period of time.
- (b) Authority repeatedly fails to make any payments due to the Licensee as per clause 22.1 within period specified in Licensee Agreement without any valid reason.
- (c) The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (d) Authority or any Governmental Agency is in Material Breach of this Agreement or has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Licensee and has failed to cure the same within 60 days of notice thereof by the Licensee.
- (e) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.
- (w) If Authority fails to perform repetitively any other responsibilities and obligation(s) specified in this Agreement.

24.3 Termination due to Event of Default

- (a) Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of Licensee Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Licensee; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Licensee of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Licensee to remedy the default (“Remedial Period/Cure Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority within the Remedial Period, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Authority issue Termination Notice providing 15 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- (b) In the event of termination due to Licensee Event of Default, Authority shall have the right to;
 - (i) Invoke/encash and retain the Performance Guarantee amount in full.
 - (ii) Take possession of the entirety of the infrastructure of the CPCS Project including all project site, hardware and software forming part of the CPCS Project including all Hardware, Customized Software, Standard Software

- and all third party software licenses procured except the proprietary software and Hardware at no cost to Authority.
- (iii) Authority shall have rights to appoint another Licensee and transfer the entire infrastructure except proprietary items or part of the infrastructure to any replacement Licensee selected by the Authority in its sole discretion.
 - (iv) Card system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount.
 - (v) Licensee shall deposit the cash collected at 275+ service delivery points and amount of transaction settled to BMC.
 - (vi) Licensee shall handover the Project Site to Authority.
 - (vii) Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination.
- (c) Without prejudice to any other right or remedies which the Licensee may have under this Contract, upon occurrence of Authority Event of Default, the Licensee shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 30 (thirty) days or reasonable period to the Authority to remedy the default (“Remedial Period”) and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Licensee, whether or not it is in receipt of such representation, or repeated failure to remedy the default/breach, the Licensee issue Termination Notice providing 15 days’ time stating the intention of the termination (the “Termination Notice”) and then terminate the Contract.
- (d) In the event of termination due to Authority Event of Default,
- (i) Authority shall return the Performance Security to the Licensee in full after deduction of any due payable by the Licensee under this Agreement.
 - (ii) The Licensee shall take back all proprietary Hardware and Software forming part of the CPCS Project.

- (iii) Authority shall take possession of the entirety of the infrastructure of the CPCS Project including all project site, hardware and software forming part of the CPCS Project including all Hardware, Customized Software, Standard Software and all third party software licenses procured except the proprietary software and Hardware. Licensee shall get depreciated value of Hardware and Software (except proprietary items) less payments already made.
- (iv) Card system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount.
- (v) Licensee shall deposit the cash collected at 275+ service delivery points and amount of transaction settled to BMC.
- (vi) Licensee shall handover the Project Site to Authority.
- (vii) Authority shall have rights to appoint another Licensee and transfer the entire infrastructure or part of the infrastructure to any replacement Licensee selected by the Authority in its sole discretion. Authority also reserves the right to appoint other member associated with the Bank, for implementation, O&M through separate agreement at negotiated terms.

24.4 Termination for Insolvency, Dissolution etc.

- (a) Authority may at any time terminate the Agreement by giving written notice to Licensee without any compensation to Licensee, if Licensee becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of the Authority.
- (b) Notwithstanding the generality of the foregoing, on occurrence of Termination due to Licensee's insolvency, dissolution the Authority shall have rights as specified in clause 24.3(b).

25. FORCE MAJEURE

25.1 Force Majeure Events

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

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

25.2 Classification of Force Majeure

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

- (a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continuous period of 15 (Fifteen) days in an accounting year.
- (b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Licensee or any affiliate of the Licensee or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- (c) strikes, go-slows and/or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Licensee, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.
- (d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- (e) Epidemic or plague within India;
- (f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Project Site.
- (g) any judgment or order of any court of competent jurisdiction or statutory

- authority in India made against the Licensee in any proceedings for reasons other than failure of the Licensee to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Licensee Agreement or exercise of any of its rights under of Licensee Agreement by the Authority;
- (h) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.
 - (i) change in Law, only when provisions pertaining to the Clause on Change in Law cannot be applied; expropriation or compulsory acquisition by any Government Agency of Project site or rights of Licensee.
 - (j) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Licensee.
 - (k) any event or circumstances of a nature analogous to any events set forth above within India.

25.3 Procedure in case of Force Majeure Event

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

25.4 Excuse from performance of obligations by Party affected by Force Majeure

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

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

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

25.5 Termination in case of Force Majeure Event

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

25.6 Termination Payment in case of Force Majeure Event

In the event of Termination due to force Majeure;

- (a) Authority shall return the Performance Security to the Licensee in full after deduction of any due payable by the Licensee under this Agreement.
- (b) The Licensee shall take back all proprietary Hardware and Software forming part of the CPCS Project.
- (c) Authority shall take possession of the entirety of the infrastructure of the CPCS Project including all project site, hardware and software forming part of the CPCS Project including all Hardware, Customized Software, Standard

Software and all third party software licenses procured except the proprietary software and Hardware. Licensee shall get depreciated value of Hardware and Software (except proprietary items) less payments already made.

- (d) Licensee shall handover the Project Site to Authority.
- (e) Card system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition period of 6 months during which the users shall use float amount.
- (f) Licensee shall deposit the cash collected at 275+ service delivery points and the amount of transaction settled to BMC.
- (g) Authority shall have rights to appoint another Licensee and transfer the entire infrastructure or part of the infrastructure to any replacement Licensee selected by the Authority in its sole discretion. Authority also reserves the right to appoint other member associated with the Bank, for implementation, O&M through separate agreement at negotiated terms.

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

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

26. DISPUTE RESOLUTION

26.1 Amicable Solution

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

26.2 Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 26.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Board of Arbitration. This Board shall be constituted prior to commencement of Arbitrators and shall comprise two arbitrators and an umpire. Licensee and Authority shall appoint each an arbitrator and an umpire to be appointed by the two arbitrators appointed by the Parties. A Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator, if the other Party fails to appoint its arbitrator, the Party appointing arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be Bhubaneswar.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

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

(e) Enforcement of Award

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

(f) Fees and Expenses

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

(g) Performance during Arbitration

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

27. SEVERABILITY AND WAIVER

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

28. INDEMNITY

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

29. ASSIGNMENT

Licensee shall not assign, in whole or in part, any right or delegate any duty under the licensee Agreement to any third party, except with Authority's prior written consent in this behalf. Neither party shall assign or transfer all or any of its

obligations under this arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

30. LIMITATION OF LIABILITY

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

31. PROJECT HANDOVER

31.1 Handing Over of Project

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure, the Licensee shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the Project Site, if any provided to the Licensee under administration or otherwise besides any other assets including all Hardware, Customized Software, Standard Software, database and all third party software licenses procured during the subsistence of this Agreement at no cost to Authority except in case of Termination due to Authority Event of Default or Force Majeure where in Authority shall pay depreciated value of Hardware and Software less payment made. The Licensee shall also provide all the support during the transition period of 6 months during which the users shall use unused float amount on co-branded card. Licensee shall deposit the cash collected at 275+ service delivery points and the amount of transaction settled to BMC.

31.2 Inspection and Removal of Bugs and Deficiency

- (a) The handing over process shall be initiated at least 6 months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Licensee.
- (b) The joint inspection shall be initiated by way of test run of CPCS Project.
- (c) The objective of this stage will be to conduct full tests of the functionality of each piece of Hardware and Software of CPCS Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority. This Test run shall not be performed on Licensee's proprietary software and Hardware.

- (d) Testing procedure for the inspection of functionality of CPCS Project shall be mutually decided by Authority and Licensee before the handover process.
- (e) Upon completion of Test of the CPCS Project, the Licensee shall submit a comprehensive Test result report to Authority for approval of results. The Test result report shall contain description on testing procedures followed, data used in the tests, output obtain from the tests, failure or modification required to equipment or Systems, declaration asserting compliance with the targets established for that stage, and enumerating each of the tests performed, the dates on which they were performed.
- (f) The Licensee shall be entitled to remove promptly, any bugs or defects observed during the Tests in the CPCS. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.
- (g) In case the Licensee fails to carry out the above works, within the stipulated time period, the Authority shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Licensee. This stipulated time period shall be mutually decided by Authority and the Licensee. Any cost incurred by Authority in this regard shall be reimbursed by the Licensee to Authority within mutually agreed days of receipt of demand. For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Guarantee and / or to set off any amounts due, if any and payable by Authority to the Licensee to the extent required/ available and to recover deficit amount, if any, from the Licensee.

31.3 Recovery of Balance due of Authority from Licensee

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

32. POST TERMINATION SUPPORT

- (a) In case Authority Intends to proceed for Termination on account of Licensee Event of Default and /or unresolved disputes between the Consortium Members of the Licensee, or due to Authority Event of Default or Force Majeure then the Licensee shall be severally liable for operation, maintenance and management of CPCS project at Agreed payment terms specified in this Agreement till Authority appoints and handover the CPCS Project to new Licensee/Vendor.
- (b) Licensee shall provide support in terms of smooth handing over of database
- (c) Card system shall have to be interoperable with new service provider during the transfer. The Licensee shall provide all the support during the transition

- period of 6 months during which the users shall use float amount.
- (d) Licensee shall deposit the cash collected at 275+ service delivery points and amount of transaction settled to BMC.
 - (e) Licensee shall handover the Project Site to Authority.

33. CHANGE REQUEST AND CONTRACT AMMENDMENTS

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

34. PLACING FIXED DEPOSITS WITH LICENSEE

- (a) BDA, BMC, BSCL and BPTSL shall together place fixed deposit to the amount of Rs. 200 Crores with the licensee bank based on the terms and conditions set out herein below.
- (b) The fixed deposit shall be placed only after successful commissioning and issue of acceptance certificate for following: -
 - (iv) At least 80% of the PoS machines as envisaged and requested by

Authority

- (v) At least 40% distribution of the EMV / Rupay compliant smart card with all ancillary works like card host system, clearing house solution etc. complete to the satisfaction of Authority
- (vi) Mobile wallet including application for usage by the general public
- (vii) Web portal including payment gateway
- (c) The bank shall be required to match the best rates being offered by other banks to respective government agencies i.e. BDA, BMC, BSCL and BPTSL.
- (d) The review of rates on fixed deposits shall be made by government agencies on annual basis in the month of April and on completion of maturity period of such fixed deposits.
- (e) In case of non-compliance to the conditions provided in (c) above, the government agencies shall be at liberty to withdraw the deposits made with the licensee bank without any obligation to the licensee.

35. MISCELLANEOUS

35.1 Safety

- (a) Licensee shall comply with the Safety Standards for the Project as per the Good Industry Practice.
- (b) Licensee shall be solely liable for safety of its own employee/ manpower deployed by it. Any liability arising out of death/Injury to the Employee/its sub-contractor staff deployed for the Project during the subsistence of the Contract shall be responsibility of Licensee.

35.2 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts of Bhubaneswar, Odisha, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

35.3 Survival

Termination of this Agreement (a) shall not relieve the Licensee or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

35.4 Amendments

This Agreement, together with the terms of the RFP and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement

between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

35.5 No Partnership

Nothing contained in this Agreement 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.

35.6 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to **Authority:**

[Designation],
Bhubaneswar Smart City Limited
2nd Floor, Block 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar - 751007,
Fax:

If to the **Licensee**

The-----,
-----Limited,
-----.
Fax No. -----

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- (ii) In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

35.7 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in Hindi/English language.

COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority OF [***] by:

(Signature)

(Name)

(Designation)

(Address)

(Phone No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of Licensee by:

(Signature)

(Name)

(Designation)

(Address)

(Phone No.)

SCHEDULES

SCHEDULE 1: SUMMARY OF HARDWARE AND SOFTWARE ITEMS

Services	Hardware	Software
Recreational Areas / Parks etc.	Co – branded smart cards, POS machines, ETMs and Validators at following places <ul style="list-style-type: none"> • Main Entry Exit Gates. 	<ul style="list-style-type: none"> • Interface to Card Host Management System • Clearing House Solution Software as and when required. • Validators/ acquiring terminals software components installed at and Municipal Parking. • Web portal- Internet Payment Gateway. • Payment Wallet /Mobile Recharge • Security/Fire wall etc.
Parking	Co-branded smart cards, POS machines and ETMs at Municipal Parking.	
Control Centre	Control Centre Hardware including servers, Database, Network, Security, Backup System, Anti-Virus setup etc., for FCS.	
City Bus Services	<ul style="list-style-type: none"> • Smart Cards • Cards personalization 	
Utility Payments	<ul style="list-style-type: none"> • Co – branded smart cards, POS machines, ETMs and Validators 	
275 + service delivery points	<ul style="list-style-type: none"> • Co – branded smart cards, POS machines, ETMs and Validators 	
Civic Centers/ Ward Offices etc.	<ul style="list-style-type: none"> • Co – branded smart cards, POS machines, ETMs and Validators 	

SCHEDULE 2: RESPONSIBILITY MATRIX

Project Site Location	Entity	Responsibilities
City Civic Centers / Ward Offices / etc.	Licensee	<ul style="list-style-type: none"> • POS Machines and acquiring terminals/validators for Card issuance and Municipal Bills payment. • Training to staff • Co-branded Smart card based Transaction settlement to BMC Merchant account in T+2 day • Recurring communication cost • Co-branded card based transaction settlement.
	Authority	<ul style="list-style-type: none"> • Staff for POS Operation. • Physical Security of equipment provided/installed. • Any other facilities required by the Licensee for undertaking its scope • Cash Collection.
Recreational Areas / parks etc.	Licensee	<ul style="list-style-type: none"> • POS Machines and acquiring terminals/validators for Card issuance and Municipal Bills payment. • Training to staff • Co-branded Smart card based Transaction settlement to BMC Merchant account in T+2 day • Recurring communication cost • Co-branded card based transaction settlement.
	Authority	<ul style="list-style-type: none"> • Staff for POS Operation. • Physical Security of equipment provided/installed. • Any other facilities required by the Licensee for undertaking its scope • Cash Collection.
Central Control Centre at Bank's Premises	Licensee	<ul style="list-style-type: none"> • Servers & System Software (like Operating System, RDBMS) • Network/LAN. • UPS with batteries, switch, Router, any other networking equipment. • System Administration, Backup, Restore • Hardware and Software maintenance support(24x7) • Communication Setup including connectivity links • Central Applications such as Clearing House Solution, Card host management. • Installation, Maintenance & Support of these applications

Project Site Location	Entity	Responsibilities
		<ul style="list-style-type: none"> • Changes in the software as per the business needs of Authority. • Patches updation if required. • Network connectivity • Connectivity with AFC Servers residing in Authority premises with CCHS and card Host Management for the purpose of integration and reconciliation. • Reconciliation of transactions. • System security as per scope of services RFP Part-2. • Training • Centralized monitoring and supervision of operation and functionality of CPCS Project. • Security against malfunctioning and unauthorized access of all sub systems of CPCS Project. • 16-18 hours operations support per day, 7 days a week • Call Center/Help Desk for Resolving CPCS Project related queries. • Recurring communication cost. • Other Responsibilities as specified in the RFP.
	Authority	<ul style="list-style-type: none"> • Providing Business Rules etc. • Authorizations for business rule changes and system updates.
City Bus	Licensee	<ul style="list-style-type: none"> • Issuance of Smart Cards/ Recharging of smart cards • Card Personalization. • Co-branded Smart card based Transaction settlement to BMC Merchant account in T+2 day
	Authority	<ul style="list-style-type: none"> • Ticketing Operation • Cash Collections
275+ service delivery points	Licensee	<ul style="list-style-type: none"> • POS Machines and acquiring terminals/validators for Card issuance and Bills payments. • Training to staff • Recurring communication cost • Co-branded card based transaction settlement

SCHEDULE 4: TENTATIVE BUSINESS RULES/CHARGES FOR SMART CARDS

Charges for Smart card usage as envisaged at this stage is stipulated below.

Service	Amount	Solution to be provided by	Payable by	Payable to
One Time Card Issuance Charges	Rs. 50 per card	Licensee	Users (Members of the public)	Licensee
Card Personalization	Rs. 25	Licensee	Users (Members of the public)	Licensee
Top up / Loading charges	<ul style="list-style-type: none"> No Top up/ Loading Charges for cards loaded through cash. Licensee's Regular Loading/Top up charges permitted only for loading done through internet channels using debit / credit cards/online banking channels of non licensee bank. Licensee shall charge such charges from users. 			
Minimum to maximum Loading amount	Minimum Rs. 200 maximum depending on RBI rules	Licensee	Users (Members of the public)	To be collected by Licensee in separated Core banking float account. This shall be transferred to respective merchant's account based on transaction.
Monthly Card Maintenance Fees for usage on the system	No Monthly Maintenance Charges			
Cost of Home Delivery (optional) of Personalized Card	Rs 25	Licensee	Users (Members of the public)	Licensee

Above is a tentative charges envisaged at this stage. Authority retains the right to make changes. Above charges are inclusive of all taxes. The Licensee shall not charge any taxes on amount specified in table above

SCHEDULE 5: RATES QUOTED FOR BILLS OF QUANTITIES

SCHEDULE 6: PERFORMANCE SECURITY

SCHEDULE 7: PROJECT IMPLEMENTATION AND TESTING PLAN

SCHEDULE 8: REQUEST ORDER

SCHEDULE 9: LETTER OF AWARD

SCHEDULE 10: RFP DOCUMENT

A. RFP Part-1

B. RFP Part-2

SCHEDULE 11: CORRESPONDENCE BETWEEN AUTHORITY AND LICENSEE