

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**



Delhi Metro Rail Corporation Limited  
(A JV of Govt. of India and Govt. of Delhi)  
**Metro Bhawan, Barakhamba Road, Delhi-110001 (India)**

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## **Request for Proposal(RFP)**

**for**

**Selecting Third party websites/ Mobile app for  
online and mobile transaction for DMRC smart  
card recharge**

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**DISCLAIMER**

1. The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of Delhi Metro Rail Corporation Limited ("DMRC") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is neither an agreement nor an offer and is only an invitation by DMRC to the entities who are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Tender.
3. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
4. This RFP Document may not be appropriate for all persons, and it is not possible for the DMRC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
5. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
6. The DMRC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
7. DMRC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
8. DMRC reserves the right not to proceed with the work, to alter the time table reflected in this document or to change the process of procedures to be applied for selection of Vendor.
9. No reimbursement of cost of any type whatsoever paid to persons, or entities, expressing interest in the work.
10. The profile for all the sections of Metro project, including stations, enclosed with the Bid is for general information of the Bidders and may undergo changes/ revisions.

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**SECTION I**

**NOTICE INVITING TENDER**

**&**

**KEY DETAILS**

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## **Notice Inviting Tender(e-Tender)**

Delhi Metro Rail Corporation Limited (DMRC) invites offers from the Online and E-commerce business players For

1. Selecting third party website /Mobile app for online and mobile transaction for DMRC smart card recharge.

Eligibility criteria are detailed in para 2 of section III- Instructions to Bidders. Please refer to 'Key Details' for all important information related to purchase, clarification and submission of RFP/ Bid document. The bid documents can be purchased or downloaded from DMRC website as detailed in s.no. 4 of the Key details.

If any of the day specified in the Key Details, happens to be a holiday in DMRC, the next working day shall be implied. Please note carefully the requirements for submitting bids and the date and time for submittal. The bids must be received in the office of DMRC not later than the specified date and time.

Further, corrigendum/ addendum, if any, issued to the RFPbid document, shall also be published on the website. Bidders are advised to visit the website of DMRC prior to submission of offer. Bids received after the due date and time or those which are incomplete are liable to be rejected.

DMRC reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason whatsoever.

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**KEY DETAILS**

1.	Tender Security Amount	Rs 2,00,000
2.	Contract Period of Work	172 weeks (3 years plus 16 weeks for integration, deployment, testing & Commissioning)
3.	RFP on sale	From 04.07.2016 to 03.08.2016 ( up to 15:00 hours) on e tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . For further information in this regard, bidders are advised to contact Office of Sr DGM/S&T, Delhi Metro Rail Corporation Limited, 6th Floor, B Wing, Metro Bhawan, Barakhamba Road, Delhi-110001
4.	Cost of RFP/ Bid Document	Rs. 21,000/- Non-Refundable (inclusive of 5% DVAT)(D.D./ Banker's cheque in favor of Delhi Metro Rail Corporation Ltd. payable at New Delhi) Cost of RFP document (i.e. D.D./ Banker's Cheque), in original, shall be accepted only up to 07.12.2015 (till 1500 hrs.) in the office of Sr. DGM/S&T, Delhi Metro Rail Corporation Limited, 6 <sup>th</sup> Floor, B Wing, Metro Bhawan, Barakhamba Road, Delhi-110001
5.	Last Date of receiving written queries by DMRC	22.07.2016
6.	DMRC's response to queries by	28.07.2016
7.	Last date and time for submission of Bids	03.08.2016 ,1500 hrs
8.	Date and time of opening of Bids online	04.08.2016 1500 hrs. IST

**SECTION II**

**DEFINITIONS**

**&**

**ABBREVIATIONS**

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**SECTION II**

**DEFINITIONS AND ABBREVIATIONS**

**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. **Contract** shall mean the Contract agreement signed with the successful bidder to this RFP for the services or any other agreement entered into between the Parties pursuant thereto
2. **CSC** stands for Contactless Smart Card, which is Fare media based on technology of contactless proximity cards. These contactless Cards are already in use.
3. **Combo-card-** A CSC which contains dual interface i.e magnetic/chip interface for Vendor related functionalities of a debit/credit card and a contactless interface for contactless smart card applications.
4. **Loading/ Topping-up:** Action of encoding monetary value in a CSC. This also implies encoding value on Combo-card.
5. **Add-value:** Topping up of additional amount to a CSC for increasing resident value in the card to enable performing journey on Delhi Metro Rail network. The value is added/deducted to/from CSC when it is physically brought in the proximity of a CSC reader/writer.
6. **Stored value :** The monetary value stored in a CSC.
7. **Device:** Any ATM of Vendor or any other device including POS terminals, Mobile phone, website.
8. **TVM/AVMS:** Automatic token vending machines at DMRC metro stations for sale of tokens and adding value to CSCs.
9. **TOM:** Ticket Office Machines provided at Ticket issuing counter in Metro Rail Stations for issuing tokens and CSCs and also perform add value to CSCs.
10. **Automatic Gate:** Gate provided at the line of separation between paid and unpaid areas of a Metro Station for entry/exit of passengers to/from the platform of a station.
11. **Auto Top-Up:** Means AFC device is able to do add value on smart card in case value in the card goes below the specification value.
12. **Vendor System:** Vendor switch / server / connected equipment if any, located at the Vendor premises including network of Vendor viz ATMs etc, POS devices in DMRC and any other related interfacing equipment.



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13. **Top-up:** The process of topping up value to CSCs through any of the devices mentioned above.
14. **AFC Contract** means formal agreement signed between DMRC and the Automatic Fare Collection System Technology Provider for the AFC Project of DMRC.
15. **Bid** means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof. Wherever 'Tender' word is used, it shall mean the same as 'Bid'.
16. **Bidder** means an applicant who has submitted the Bid as per notice inviting tender of this RFP document.
17. **Bid Security** or "Earnest Money Deposit" or "EMD" shall have the meaning ascribed to it in Section III hereof.
18. **Bid Process** means the process of selection of the Web Based Recharge through competitive bidding and includes release of this RFP document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
19. **DMRC Engineer** means the Engineer responsible for the execution of contract.
20. **Effective Date** shall mean the date on which the Letter of Acceptance is issued by DMRC.
21. **Financial Year** shall mean the period starting from April 1<sup>st</sup> of any given year to March 31<sup>st</sup> of succeeding year.
22. **Letter of Acceptance** or "LOA" means the letter or memorandum communicating to the Successful Bidder the acceptance of its Bid.
23. **Material Adverse Effect** means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.
24. **Material Breach** shall mean a breach by a Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
25. **MasterCard** implies MasterCard
26. **OCC** shall mean Operation Control Centre of DMRC located at Shastripark.
27. **Pre-paid Payment Instruments:** Pre-paid payment instruments are payment instruments that facilitate purchase of goods and services, including funds transfer, against the value stored on such instruments.
28. **RFP Document** or "RFP" shall mean this RFP document and shall include any addendum(s) issued thereto.

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29. **Successful Bidder** or **The Vendor** shall mean the Bidder, whose Bid is evaluated as the most competitive following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance is issued subsequently.
  30. **Vendor** means the successful bidder of this RFP.
  31. **VISA - VISA International**
- B.** 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.

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### **C. Abbreviations**

#### **Abbreviation Expanded Form:**

3DES -Triple Data Encryption Standard

AFCs- Automatic Fare Collection System

EMD -Earnest Money Deposit

DMRC –Delhi Metro Rail Corporation Limited

INR -Indian Rupee

LOA -Letter of Acceptance

NIT -Notice Inviting Tender

RBI-Reserve Bank of India

RFP- Request for Proposal

DPR - Detailed Project Report

SAM -Secure Access Module

POS - Point of Sale terminals

EDC - Electronic Data Capture

ATM - Automatic Teller Machine

EMV : Europay MasterCard Visa

NFS : National Financial Switch of NPCI

NCR: National Capital Region

IVRS – Interactive Voice Recording System

MIS: Management Information System

CCHS: Central Clearing House System of DMRC

## **SECTION III**

### **INSTRUCTIONS TO BIDDERS**

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**SECTION III**

**INSTRUCTIONS TO BIDDERS**

**1. General**

**1.1. Delhi Metro Rail Corporation Limited**

1). Delhi Metro Rail Corporation Ltd. (DMRC) has implemented Automatic Fare Collection system (AFC) for the Phase-I & Phase-II system. Phase-I, Phase-II & Phase-III consists of 6 lines with 152 stations:

Line	Section	No of Station
1	Dilshad Garden – Rithala	21
2	Huda City Centre – <u>Badli</u>	37
3	Noida City Centre – Dwarka Sec 21	42
4	Yamuna Bank – Vaishali	08
5	Inderlok –Kirti Nagar - Mundka	16
6	ITO-Central Secretariat – Badarpur-Escort Mujjessar	28
	Total	152

1.2 DMRC has been authorized to proceed with the implementation of Phase-III of the Mass Rapid Transport System (MRTS) for Delhi/NCR which consists of approx. 74 stations.

1.3 The Phase-III system comprises of following sections:

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S.No.	Line No	Section	Km	No of stations
1	Line 7	<b>Mukundpur-Yamuna Vihar</b>		
		• Mukundpur-Maya Puri	13.40	9 stations + 1 depot
		• Mayapuri- Dhaula Kuan	6.80	3 stations
		• Dhaula Kuan – Hazrat Nizamuddin	13.37	9 stations
		• Hazrat Nizamuddin – IP Extension	9.66	6 stations + 1 depot
		• IP Extension – Yamuna Vihar	12.26	8 stations
2	Line 8	<b>Janakpuri (West) – Kalindi Kunj – Botanical Garden</b>		
		• Botanical Garden-Kalindi Kunj-Okhla Ph III	11.00	8 stations + 1 depot
		• Okhla-Hauz Khas	6.43	6 stations
		• Hauz Khas – IGD Airport	9.06	5 stations
		• IGD Airport – Janakpuri (West)	10.56	5 stations
3	Line 6 Extension	<b>ITO– Kashmere Gate</b>		
		• ITO – Kashmere Gate	6.17	4 stations

1.4 The approx. average daily ridership on Delhi Metro over 26 lac, of which at present more than 65% commuters are smart card users.

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- 1.5 Presently, cards are issued from the metro stations from manned Ticket Office Machines. At the time of entry, the card is presented by the passenger at reader/writer of the Automatic Gate. The Gate allows entry to passenger to paid area of the stations. At the exit, the fare is deducted from electronic value stored in the card and passenger is allowed to exit from the station. Currently more than 150,00,000 cards are in circulation.
- 1.6 Total 2,50,000 (Avg) number of Cards having Add Value Transaction per day.
- 1.7 The distribution of add value transaction by online and mobile means ( for the period Oct 2014 to Sept 2015 is as under:

Transaction value	Number of Transactions	Volume of transaction (in Rs)
Rs 100-1000	1,71,071	5,27,57,944

- 1.8 DMRC is using state-of-art devices for Automatic Fare Collection (AFC) System through Contactless Smart Cards (CSC) and Contactless Smart Tokens (CST) for the commuters. In case of single journey, the passenger exchanges cash for a token at the designated ticket issuing counter at Metro stations called Ticket Office Machine (TOM) office to enter the paid area. In case of multiple journeys where a passenger desires to perform different journeys on same day or different dates from different stations, DMRC issues a CSC. Initially Rs 150 (Configurable parameter) (Rs 100 cash+ Rs 50 security) is loaded into the card at the TOM office against cash payment. This is designated as stored value in the card. This stored value resides on an electronic chip, and as and when a passenger performs journey on the Metro using this card, the stored value gets deducted from the card at Automatic Gates (AG) to the extent of journey performed. The AFC System permits multiple journeys from the card as long as the stored value is greater than the minimum fare fixed by DMRC. If the stored value becomes less than the threshold, the card will have to be topped-up by paying money in cash at TOM or electronically to enable journeys on the Metro Railway network.
- 1.9 DMRC in the past one year has already launched couple of other measures to facilitate easy top up of smart cards to avoid queues and save time at stations. This includes option of Card Top up using Cash/Credit/Debit card at Counter, PPI, Credit/Debit/Net Banking using dmrcsmartcard.com; SMS Top up; Automatic Top up on Combocard through giving standing instructions to Bank.

Procedure for availing existing services are given below:

### **I. Web Top up**

To avail Web Top up user need to

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- a. User will go to DMRC site i.e. dmrcsmartcard.com or official site. User can either create his account and recharge **or** select Quick Top Up.
- b. User can create his/her account by giving his information like Name, Engraved Id of DMRC Smart Card, email address and Password. To create/generate his/her account user can view their all transaction which was done through web.
- c. Users who have not registered themselves can also do Add Value in their cards by using "Quick Top Up".
- d. Then, select the option for payment like net Banking , credit card/debit card/net Banking etc.
- e. After selection, make the payment through Payment Gateway using Credit/Debit/Pre Paid Cards/Net Banking. Currently only Credit/Debit Card functionality is under operation.
- f. After this, the passenger need to go to one of the Metro stations, show the Samrt Card at Add Value Machine (AVM: White Color machine) installed near Customer Care Centre of these Metro stations in order to complete the add value process.

### **II. SMS Top up:**

The SMS is then required to be sent to **9222208888**. Once SMS is processed, passenger will get the confirmatory message from Vendor .After this, the passenger need to go to one of the Metro stations, show the Samrt Card at Add Value Machine (AVM: White Color machine) installed near Customer Care Centre of these Metro stations in order to complete the add value process.

### **III. Auto Top Up:**

To avail Auto Top up facility the Customer needs to complete the application form for accepting Combo card for debit/credit card as required. Once the application is approved by ICICI Bank , the Smart Card will be registered for the auto Top- up facility and linked to the applied credit card account. Whenever the stored value of CSC goes below the threshold (Rs.100/-), the AFC system (Samsung Gates) will top-up transaction for the value (Rs.200/-) as per the mandate given by the commuter.

### **IV PPI: DMRC is in the process of permitting add value through e-wallet.**

Currently, approximately 69 percent of the Metro commuters use smart cards. Approximately 15755 smart cards are sold every day from the various stations of the network.

1.10 Presently, there are approx 300 Automatic Vending Machines are installed in Phase-1 & 2 stations. All the cards recharged at website dmrcsmartcard.com need to



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present at AVM installed at stations to complete the recharge. DMRC plans to install additional 700 (approx) AVM covering existing and new stations.

- 1.11 DMRC plans to create online payment ecosystem through **Vendor** to motivate smart card metro users to use online and mobile transaction for smart card as preferred mode of recharge of contactless smart cards. **Vendor** should be preferably players in the field of utility bill payment, e-commerce business etc and will provide third party websites and/or mobile application.

### **2. Eligibility Criteria to bid**

- 2.1. The bidder must have sufficient technical expertise and requisite experience to develop and implement the services as asked in RFP. Also the bidder should have facilities for payment through Credit card/debit card /netbanking or any other method of Payment (Details to be enclosed).
- 2.2. The contractor should be carrying out minimum 1000 e-commerce transactions per day ( proof to be submitted).
- 2.3. Applicant should have certificate of authorization from RBI to carry out services mentioned in the scope of work (proof for the same to be attached as part of bid submission) from concerned Authorities. All regulatory compliance need to be fulfilled by bidder during the contract period (undertaking from bidder need to submitted as per Annexure 3.)
- 2.4. Bidder should have a local set-up in Delhi/NCR for operations and support to DMRC.
- 2.5. Bidder needs to submit at least 2 letters of satisfactory performance of e-commerce services (integration with other parties). The following details are to be given :
- a. Name of Organisation
  - b. Customer contact Name, email & phone number
  - c. Scope undertaken
- 2.6. If two or more associate companies exist only one company is eligible to bid. The Bidder should provide a declaration that no associate company of theirs is bidding.
- 2.7. If two or more subsidiary companies exist only one company is eligible to bid. The Bidder should provide a declaration that no subsidiary company of theirs is bidding.
- 2.8 The vendors who are awarded the work in contract "Selecting Prepaid Payment Instrument issuers for DMRC Fare collection System" are not eligible to apply for this tender.

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**Dmrc reserve the rights to cross check the reference.**

### **3.0 RFP Document**

3.1 The RFP/Tender Document consists of the following:

Section I NOTICE INVITING TENDER & KEY DETAILS  
Section II DEFINITIONS & ABBREVIATIONS  
Section III INSTRUCTIONS TO BIDDERS  
Section IV SCOPE OF WORK  
Section V GENERAL TERMS AND CONDITIONS  
Section VI BID FORMS AND ANNEXURES

3.2 **Please note carefully the requirements for submitting tenders, and the date and time for submittal.**

3.2.1 The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Sr DGM(S&T)/IV, Delhi Metro Rail Corporation, 'B' Wing, 6<sup>th</sup> floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.

3.2.2 The intending tenderers must be registered on e-tendering portal [eprocure.gov.in](http://eprocure.gov.in). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.

3.2.3 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-III** digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.

3.2.4 Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated in the tender document.

3.2.5 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

3.2.6 Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tender and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per Clause 6.0 of this document.

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3.2.7 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons.

3.2.8 No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

### **4.0 Amendment of RFP Document**

4.1 Prior to due date of submission of Bids , DMRC may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP Document by issuing amendment(s) thereto.

4.2 Such an amendment in the form of an addendum will be made available at e-tendering website [eprocure.gov.in](http://eprocure.gov.in) to all prospective tenderers who have purchased the tender document in the tender period.

4.3 DMRC, in its sole discretion, may extend the deadline for submission and validity of Bids.

4.4 If any amendment is effected in the RFP Document, only the amended RFP Document shall be final and determinative.

### **5.0 Documents / Items Comprising the Bid**

The Tenderer shall, on or before the date and time given in the Notice Inviting Tender(NIT), submit his Tender online on e-tendering website [eprocure.gov.in](http://eprocure.gov.in) in accordance with the provision in clause 9.0 of ITB comprising of following.

a) **Technical Bid:** will include:-

- i. Annexure 1-A
- ii. Write-ups and supporting documents in support of technical expertise
- iii. The documents in support of eligibility criteria
- iv. RFP document with addenda issued
- v. Power of Attorney of submission of Bid
- vi. Any further document requested in writing by Employer before submission of Bid

b) **Financial Bid** as prescribed in Annexure 1-B

### **6.0 PERIOD OF VALIDITY OF PROPOSAL AND TENDER SECURITY**

6.1 The Bid shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will

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not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

6.2 The Tenderer shall submit 'Tender Security' for the sum mentioned in NIT in any one of the following forms:

- (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Annexure-4
- (b) Demand Draft/Pay Order/Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial bank based in India,
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank/Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/consortia, Bank Guarantee -- for tender security shall be in the name of joint venture/consortia and not in name of individual members. The Tender Security in form of Bank Guarantee -- shall remain valid **upto three months beyond the date of submission of tender**. The tender security shall be submitted in an envelope clearly marked on top **"Tender Security for Bid for Selecting third part website/Mobile app for online and mobile transaction for DMRC smart card recharge"**

The "Original" of this Tender Security is to be submitted in an envelope in the office of the Sr DGM/S&T/IV at the address given in the Tender Documents before date & time of submission of tender mentioned in the NIT. Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

6.3 The Tender Security of the unsuccessful Tenderers shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

6.4 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt of upfront money.

6.5 The Tender Security shall be forfeited:

- a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- b) if the Tenderer does not accept the correction of his Tender price, pursuant to sub-paragraph 13.0 below;
- c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required upfront money within the time specified by the Employer.

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**7.0 Bid Validity**

7.1 The Bid shall remain valid and open for acceptance for a period of 180 days from the last date for submission of the Bid ("Bid Validity").

**8.0 Format and Signing of Bid**

8.1 The Tenderer shall prepare and submit the Technical Bid as per the format specified in Annexure 1A and Financial Bid as per the format specified in Annexure 1B.

8.2 The tenderer shall ensure that the whole tender submission shall be digitally signed by a person duly authorised to sign on behalf of the Tenderer, pursuant to Annexure-5

8.3 The Tender shall contain no alterations, omissions or additions, except those to comply with Instructions issued by the Employer, or as necessary to correct errors made by the Bidder.

**9.0 SUBMISSION OF BIDS**

9.1 The Bidders shall submit their Bid on-line on e-tendering website eprocure.gov.in.

9.2 Only 'Tender Security' and 'Cost of Tender Document' shall be submitted in originals (in physical form) as described below:

9.3 The tenderer shall seal the 'Cost of Tender Documents' in an envelope, bearing the following identification for cost of tender document:

"COST OF TENDER DOCUMENTS", Tender Reference No.-" **Selecting third part website/Mobile app for online and mobile transaction for DMRC smart card recharge "**

and submit the same as per schedule mentioned in NIT at the address mentioned below. The tenderer shall also mention his Name and address on above envelope.

9.4 The tenderer shall seal the 'Tender Security' in an envelope, bearing the following identification for Tender Security:

"TENDER SECURITY", Tender Reference No.-" **Selecting third part website/Mobile app for online and mobile transaction for DMRC smart card recharge "** and submit the same before date and time of submission of tender mentioned in NIT at the address mentioned below. The tenderer shall also mention his Name and address on above envelope.

To,

Sr. Dy. General Manager /S&T

Delhi Metro Rail Corporation,

6<sup>th</sup> Floor, B wing, Metro Bhawan,

Fire Brigade Lane, Barakhamba Road, New Delhi. 110001

## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

- 9.5 The Tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his online Tender, such receipt being issued free of charge.
- 9.6 It shall be the responsibility of the bidder/tenderer to ensure that the envelope containing 'Tender Security' and 'Cost of Tender Document' is submitted to the office of General Manager/S&T at above-mentioned address before the prescribed deadline.
- 9.7 'Tender Security' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such tenderers shall be liable to be rejected summarily.
- 9.8 DMRC will not be responsible for delay, loss or non receipt of 'Tender Security' and 'Cost of Tender Document' sent by post/courier.
- 9.9 DMRC shall not be responsible for 'Tender Security' and 'Cost of Tender Document' delivered to any other place/person in DMRC (like Tapal /DAK section etc) other than the designated officer and does not reach the designated officer before the deadline for submission.
- 9.10 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **10.0 Modification, Substitution and Withdrawal of Tenders**

- 10.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- 10.2 The Tender submitted online will be taken as a final bid.
- 10.3 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- 10.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

### **11.0 Tender Opening**

- 11.1 Envelopes containing 'Tender Security' and 'Cost of Tender Documents' will be opened first. Tenders of those tenderers who have not submitted valid 'Tender Security' and 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.

## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

- 11.2 On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the hardcopy submitted.
- 11.3 If the documents donot meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority.
- 11.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 11.5 The Tender Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Sr DGM(S&T),DMRC,6<sup>th</sup> floor,B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.Tenderers may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets(check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender.The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 11.6 Tenderer can visit to DMRC e-procurement website for further information.

### **12.0 Confidentiality of Tender Information and Copyright**

- 12.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 12.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.

### **13.0 Clarification of Tenders**

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with 14.0 of this document. To assist in the examination, evaluation and comparison of Bids, DMRC may, if necessary, ask Bidders for clarification of their Bids. The request for clarification and the

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response shall be in writing only and no change in the price or substance of the Bid shall be sought, offered or permitted.

**14.0 Evaluation of Tenders:-**

Cost of tender Document, Tender Security and Technical documents will first be evaluated which will cover following items:-

- 14.1 **General Evaluation:** First of all it will be determined whether valid 'Cost of Tender Documents' and valid 'Tender security' are submitted in respect of each tender (i.e. the required amount and in an acceptable form). Tenders for which valid 'Cost of Tender Documents' and valid 'Tender security' are not submitted shall be considered non-responsive and liable to be rejected summarily.
- 14.2 **Evaluation of Responsiveness:** The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

**15.0 Criteria for Evaluation of Technical Bids**

- 15.1 The evaluation of Technical Bids of the Bidders will be made on the following parameters:
  - 15.1.1 Fulfillment of eligibility criteria for participating in the bid as specified in clause 2 of Instruction to bidders
  - 15.1.2 Submission of required documents as specified in clause 5 of Instruction to bidders 'Documents / Items comprising the Bid'.

**16.0 Criteria for Evaluation of Financial Bids**

- 16.1 The Financial Bids of only those Bidders, who clear Technical evaluation stage will be evaluated.
- 16.2 The evaluation of Financial Bids of the Bidders will be made on the following parameters:

S. No.	Parameter	Rate	
(a)	(b)	(c)	
		In Figures	In Words
1.	One time upfront payment to DMRC in Rupees.		

Table 1

- In respect of Fixed Charges at s. no. 1, bidder shall quote his fixed lump sum amount without service tax. The fixed lump sum amount quoted must not be less than Rs 1 crore. Service Tax, as applicable will be payable by the Bidder in



## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

addition to the fixed lump sum amount quoted above. If the fixed lump sum amount quoted by the bidder is less than Rs 1 crore, then his bid will be considered non-responsive.

16.3 Award Criteria: The evaluation of Financial Bids will be as under:

- **The maximum amount to be given to DMRC in Table 1 above will be Highest bidder (H1).**
- **The next one Bidder, i.e. H2, is eligible to acquire the contract if agree to match the figures of H1, but not later than one month of award of the work to H1.**

16.4 The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (H1) to DMRC will be adjudged as successful Bidder. However, by giving counter offer, DMRC reserves the right to award the same work to the other Bidder( H2,) if agree to match the figures of H1.

### **17.0 Payment and Penalty Terms:**

17.1 Fixed Charges: Vendor will pay One time upfront payment to DMRC (SI No. 1 of Annexure 1-B) within 30 days of signing the contract. This amount is non-refundable.

17.2 The contractor will neither levy any transaction charges for smart card recharges done on its website and/or mobile application from DMRC nor from the users.

17.3 : Not used

17.3.1 End of first year: The contractor will require to meet the target of 1.36 lakhs transaction by the end of first year of performance evaluation (KD4). If the contractor achieves/exceeds the target for first year, then he moves to the second year. In case the contractor doesn't meet the target then the contract gets terminated at KD4.

17.3.2 End of second year: The contractor will require to meet the target of 1.36 lakhs transaction during the course of second year of performance evaluation (KD5). If the contractor achieves/exceeds the target, then he moves to the third year. In case the contractor doesn't meet the target then the contract gets terminated at KD5.

17.3.3 Not used.

17.3.4 In case any fraud is found at vendor website, vendor will be solely responsible for the same. The amount will be recovered from vendor.

### **18.0 Right to Accept Any Bid and To Reject Any or All Bids**

## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

18.1 Notwithstanding anything contained in the RFP Document, DMRC reserves the right to accept or reject any Bid in its sole discretion or to reject all Bids and annul the bidding process without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

### **19.0 Notification of Award**

19.1 Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a **Letter of Acceptance** sent through fax to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.

### **20.0 Signing and Acceptance of Letter of Acceptance**

20.1 Upon receipt of the 'Letter of Acceptance' (LOA), the Successful Bidder shall return one copy of the Letter of Acceptance duly signed and stamped by its authorised signatory within 7 (seven) days from the date of issue of Letter of Acceptance.

20.2 Subsequent to acknowledgement of 'Letter of Acceptance' by the Successful Bidder, an agreement ("DMRC contract") would be executed between the Successful Bidder and DMRC. The framework of the Contract would be as set out in this RFP.

20.3 In case the Successful Bidder fails or refuses to enter into the Contract within the time limit specified in the Letter of Acceptance or any extension thereof as may be decided by DMRC, the Bid Security shall be forfeited.

### **21.0 Performance Security**

21.1 Not Used

### **22.0 Corrupt Practices**

22.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant:

- (i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and
- (ii) "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process or the execution of the Contracts to the detriment of DMRC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.

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- 22.2 If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, DMRC reserves the right:
- (a) not to award Contracts to such Bidder,
  - (b) to cancel the Contracts, if already awarded. In case of cancellation, DMRC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. DMRC shall also have the right to forfeit the Bid Security of such Bidder, and
  - (c) to ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

## **SECTION IV**

# **SCOPE OF WORK**

## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

### **SECTION - IV**

#### **1. Scope of Work**

DMRC plans to create online payment ecosystem through **Vendor(s)** to motivate metro smart card users to do high value online recharges through third party website and/or mobile application. The vendor will incentivize smart card users by doing marketing campaign so as to motivate them to do high value online recharges.

DMRC today has an average ridership of 26 lacs passenger daily and a large number of passenger are using online platform for their ticketing requirements.

The upward scaling of the online ecosystem will increase the customer base on the vendor's platform, thereby increasing the volume of the transaction in vendor other offerings viz utility bill payment etc.

#### **1.1 Website recharge**

The third party website will provide the option of DMRC Smart Card recharge:

- The webpage of the website will prompt the commuter to enter his DMRC Smart Card no. This card number will be verified with the DMRC AVM server.
- The commuter will also enter the amount to be recharged to his DMRC Smart Card. Current balance in the card will be obtained from the DMRC AVM server. Max possible recharge amount for this card will be defined on the basis of current balance in the card.
- the amount equivalent to recharge amount will be debited from the debit card/credit card/netbanking/wallet account. Card will be recharged logically equivalent to the deducted amount.
- Website server will send this information (DMRC Smart Card no and recharge amount) to DMRC AVM Server. The format of the information to be send to DMRC AVM server is as defined in the interface document.
- After receiving the information of the card recharge, the DMRC AVM server will reply the status of the transaction which can be processed, rejected or others.

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- DMRC will receive the corresponding credit on maximum in T+1 days on the basis of successful/failed transactions.
- The website needs to be certified by issuers such as EnTrust, VeriSign, GeoTrust etc for secure communication between the customers and their website. The communication between their server and DMRC AVM server also has to be fully secured as mutually agreed.

The website will follow the standard procedures which may include, but not limited to sending proper mails to customers with the information related to the transaction initiated by the customers; providing prompt support to the customers etc.

The exact methodology will be finalized at the design stage.

### **1.2 The vendor may also extend topping of smart cards through mobile application.**

- 1.3 The services proposed in the para 1 of section IV - Scope of work, detail different Top-up functionalities to the CSC. However, DMRC reserves the right to cancel the tender if the volume of transactions offered by bidders in the tender submission is very low.

## **2. The scope of the services to be provided by the Vendor**

- 2.1 Not used.
- 2.2 Vendor shall be responsible for delivery of service through any of the methods as defined in section IV (Scope of Work). All issues pertaining to hardware capacity / software capability at the end of Vendor for delivering these services shall be addressed by them. Similarly all issues pertaining to any aspect of software/hardware including translations, modifications, adaptations or derivation of any application shall also be addressed by Vendor.
- 2.3 Software integration between DMRC CCHS/AVM server is done by DMRC. Any modification at Vendor system is done by Vendor. Vendor will provide detailed interface/information for development of software required by DMRC vendor. Vendor shall provide all the software integration between DMRC relevant servers, Vendor System and leased line management.
- 2.4 Vendor shall ensure that the communication of topping-up message to CCHS/Add value server from Vendor system shall be immediate. This is to ensure that the commuter is able to get value-added to his CSC at the TOM/Add value

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machine of metro stations immediately after he/she uses any of the specified vendor channels for topping-up.

- 2.5 Not used.
- 2.6 The Vendor shall credit the amount collected for adding value to the CSC by 10.00 hours on the next day of the transaction (i.e. T+1, where T is day of transaction) to the designated account of DMRC, along with a statement of account; no deduction of any nature shall be made from this amount under any circumstances whatsoever, except when otherwise mutually agreed between the two parties.
- 2.7 The bidder shall have a Helpdesk for attending to the queries of the DMRC. The Vendor shall also handle the settlement and payment related queries by the DMRC.
- 2.8 The Vendor shall furnish periodical reports and other information as per format mutually agreed upon between the parties in writing hereto.
- 2.9 Vendor shall be responsible to take clearance from RBI/ any other agency for settlement of transaction done between Vendor system & DMRC System.
- 2.10 Not used.

### **3. The scope of the services that will be provided by the DMRC**

- 3.1 DMRC will nominate a nodal officer to act as the single point of contact during the period of implementation of works as defined in the scope. The nodal officer will arrange for required clarification meetings with the agency responsible for execution of CCHS for the DMRC network.
- 3.2 DMRC will provide space for carrying advertisement campaign in its premises for two weeks for a particular quarter (03 months) for the entire duration of the contract. The vendor will be permitted to put one canopy size of 2X2 meter at any 40 stations of DMRC, which will be identified by the vendor. In case of clashes between the vendor for station a draw can be obtained for priority.

In addition, the vendor will be permitted to paste one pamphlet of size 6"X6" at customer care centre for the entire contract period. This pamphlet will contain information pertaining to all participating contractors. Wherever LED screen has been provided at Customer Care Centre, instead of the pamphlet, suitable information will be displayed on the screen itself.

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3.3 DMRC will facilitate the bidders to take any available fixed inventory within DMRC premises for advertising at prevalent commercial rates.

**4. Information and data security measures:**

4.1 The Vendor shall take all necessary steps to ensure strict confidentiality of the information provided by the DMRC, during the contract period, after the contract expires or is terminated for any reason. The Vendor shall isolate and clearly identify the DMRC's customer information, documents, records and assets to protect the confidentiality of the information and build strong safeguards so that there is no mingling of information/documents, records and assets, where the service is provided to multiple entities from the same Hardware/ Location.

4.2 The Vendor shall not divulge any Data/information received from the DMRC to any other person/ entity without prior written permission of the DMRC and neither will he use the data himself for any other purpose without prior written permission from the DMRC.

4.3 The Vendor, upon the written request of the DMRC, shall allow the authorized representatives of the DMRC (including internal/ external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times to have access to its records relating to its performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the DMRC.

The Vendor shall ensure that websites provides extensive automatic checks that substantially reduce risk. These include but not limited to:

- (i) Duplicate order check
- (ii) Frequency of card usage
- (iii) Captures IP address of cardholder performing the transaction

4.4 The Internet Payment Gateway shall employ 128-bit encryption or higher levels of security while communicating between the AFC server and Vendors server to ensure the security of online transactions.(As per RBI guidelines).

4.5 The Vendor shall employ both software and hardware encryption to ensure the highest level of security.

4.6 The Switch and Payment Gateway shall have PCI DSS and EMV compliance.



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### **5. Service**

- 5.1 The Vendor shall provide dedicated Relationship Manager to take care of all issues of DMRC commuters arising out of this contract.
- 5.2 There shall be a Contact Centre for registering complaints and dispute resolution using an established Complaint Management System. Dedicated agents shall redress complaints of all transactions related to this contract.
- 5.3 Complaint status tracking through internet and SMS shall be enabled.

### **6. DMRC staff training:**

- 6.1 The Vendor shall also provide training to the staff to help them mitigate the risks arising out of any misuse of cards.

### **7. MIS**

- 7.1 Management Information reports may be provided for the transactions done through Internet /Mobile websites.
- 7.2 The structure, format and periodicity of the reports can be mutually decided by Vendor and DMRC.
- 7.3 The Vendor shall provide web portal for viewing online transaction history/queries with provision of download of reports.
- 7.4 The reporting format shall have appropriate filters to retrieve information about specific time period etc.
- 7.5 The transaction trace from settlement record up to channel where transaction originated will be available – for fraud control.

### **8. Accounting system:**

#### **8.1 Collection / Operation Account :**

The funds collected from the process of add-value to DMRC CSC using any of the Website recharger channels as detailed in this RFP document in a collection / operation account to be maintained with Vendor.

#### **8.2 Settlement & Reconciliation Procedure**

- 8.2.1 Settlement shall be automatically triggered at pre-defined cut-off time daily.

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- 8.2.2 Post settlement, the Vendor shall process & reconcile all transactions performed via all delivery channels.
- 8.2.3 It shall be possible to generate settled and unsettled transaction summary alerts. For transactions where reconciliation has failed, they will be flagged for reversal / dispute resolution.
- 8.2.4 **The Daily Settlement Report (DSR)** – This daily report provides summary information of daily settlement amount for DMRC from previous day xxxx to next day yyyy hours (period to be decided mutually by Vendor and DMRC). A monthly settlement report will be prepared by 5<sup>th</sup> of the following month in a format & procedure to be mutually devised by the vendor & DMRC during the contract period
- 8.2.5 Post settlement, Vendor shall transfer payment of settlement amount on next day (T+1) by 10:00 hours. At all times vendor will maintain an advance of Rs 10 lakhs in settlement account.
- 8.2.6 The daily report format, period and methodology of reconciling transactions shall be finalized by DMRC with the successful bidder.

**9. Key Dates**

The Key Dates for completion of Contract is provided in Annexure 8.

**SECTION V**

**GENERAL TERMS  
AND  
CONDITIONS**

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**SECTION V**

**GENERAL TERMS AND CONDITIONS**

**1.0 Performance Security**

1.1. DELETED

**2.0 Obligations of the Parties**

2.1 The Vendor shall perform Services related to the Scope of the Work/Services as stated in the section 'Scope of Works 'in section IV.

2.2 The Vendor shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

2.3 Where the Services include the co-ordination between the Vendor and other consultants and contractors employed on the Metro Rail Project, DMRC shall provide such co-ordination with the Vendor and AFC Contractor.

2.4 Neither party will make any promise, representation nor give any warranty or guarantee with respect to services and products, which are not authorized by the other party.

2.5 Neither party shall have the right or authority to assume or to create any obligation or responsibility to assume or to bind on behalf of or in the name of other party in any manner apart from the rights and obligation arising out of the terms and conditions of the Contract.

2.6 Either party shall investigate and handle all complaints received from the customer on their best effort basis. In case any complaint is filed by any customer regarding the service under this Agreement against either of the parties, both the parties shall cooperate with each other and in case the need arises, will provide all assistance including all documents as may be required to resolve the complaint at the earliest.

2.7 Not used.

2.8 Any communication material or any other printed material, advertisement material and the like which is used for the purpose of promotion undertaken in respect of services agreed under this Agreement shall have the logo of both the parties and shall be printed only after sample approval by both parties.

**3.0 Assistance to the Vendor**

3.1. **DMRC shall assist the Vendor in:**

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- 3.1.1. Providing unobstructed access wherever it is required for providing the Services as per the Scope of Work.
- 3.1.2. Not used.

### **4.0 Duration of Contract**

- 4.1. The period of the contract for '**Selecting third party website/Mobile app for online and mobile transaction for DMRC smart card recharge**' will be **three years (plus 16 weeks for interface, deployment, testing and commissioning)** extendable for a period as may be mutually agreed and upon such terms and conditions as may be decided by the Parties.

### **5.0 Agreement Effective Date of Contract**

- 5.1. This Contract shall come into force and effect on the date of issue of Letter of Acceptance (LOA) by DMRC. This LOA shall continue to remain an active agreement between employer and the Bidder till formal contract agreement has been signed.

### **6.0 Force Majeure**

- 6.1. Force Majeure Events shall mean one or more of the following acts or events:
  - (a) acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, fire or landslide;
  - (b) strikes or boycotts (other than those involving the Vendor or its employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of seven (7) days;
  - (c) 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 which prevents or restricts the performance by the Vendor of its obligations for a period exceeding a continuous period of seven (7) days;
  - (d) any failure or delay of a contractor or supplier, but only to the extent caused by another Force Majeure Event.

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- 6.2. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- 6.3. Upon the occurrence of any Force Majeure Event, the following shall apply:
- (i) There shall be no Termination;
  - (ii) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event;
  - (iii) The period of evaluation of performance for penalty determination will exclude the period for which the Force Majeure events persist.
- 6.4. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.

**7.0 Event of Default and Termination**

- 7.1. The Event of Default of the Vendor for each of the Projects shall be as set out below:
- (i) Material Breach to meet any of its obligations (viz not paying the penalty amount as per Clause 17, ITB) and which breach the Vendor fails to cure for a period of 30 days;
  - (ii) The Vendor has abandoned the Project(s);
  - (iii) The Vendor has been declared insolvent;
  - (iv) A resolution has been passed for voluntary winding up of the Vendor;
  - (v) Any petition for winding up of the vendor has been admitted and liquidator or provisional liquidator has been appointed or the vendor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Vendor;

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- (vi) The Vendor has unlawfully repudiated the Contracts or has otherwise expressed an intention not to be bound by the Contracts.
- 7.2. In the Event of Default of the Vendor in relation to the Project and/, DMRC shall, without prejudice to any other right that it may have, be entitled to encash the Performance Security(ies) for such project(s) and Terminate that Contract or in its sole discretion the Contracts.
- 7.3. DMRC reserves the right to terminate the Contract by giving 2 (two) months advance notice in writing to the Vendor, without assigning any reason thereof. During the notice period Vendor will inform its customers of the date up to which CSC shall be topped-up on behalf of DMRC, and Vendor shall not provide this service to any customer of DMRC after the date of termination. On the termination of the contract, the amount collected by Vendor shall be immediately credited in to the account of DMRC, failing which Vendor shall pay to the DMRC, penal interest at the rate applicable for its term deposits for that period, till the date such amount is paid to DMRC.

### **8.0 Effect of Termination**

- 8.1. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
- 8.2. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.
- 8.3. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
- 8.4. Each party shall not use each other's name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
- 8.5. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

### **9.0 Notices**

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9.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

**10.0 Conciliation and Arbitration**

**10.1. Conciliation**

10.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the "Contract" and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.1.2. Provided further that the Party claiming dispute resolution shall issue a notice in writing to the other Party informing it of its intention of initiating dispute resolution procedure.

10.1.2. In the event of any Dispute between the Parties, such Dispute shall be referred to the MD DMRC or his representative and the Managing Director of the Vendor or his representative, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request or such longer period as may be mutually agreed by the Parties to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the said two individuals, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.2.

**10.2. Arbitration**

10.2.1. Any Dispute which is not resolved amicably as provided in Clause 7.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 arbitrators. One arbitrator shall be appointed by each Party and the third, who shall be the Chairman, shall be appointed by the two appointed arbitrators. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

10.2.2. The place of arbitration shall be Delhi, India.



## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

- 10.2.3. The request for arbitration, the reply 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.
- 10.2.4. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be borne and paid by respective Parties equally. 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 the said Party.
- 10.2.5. 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 the Contract without prejudice to a final adjustment in accordance with such award.

### **11.0 Jurisdiction of Courts**

- 11.1. The Courts at Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of the Contract(s).

### **12.0 Indemnity**

- 12.1. The Vendor shall protect, defend, hold DMRC harmless and indemnified against any legal, Quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of Vendors operation of the customers with Vendor. Vendor shall also agree to protect, defend, hold harmless and to keep indemnified, the DMRC, against any claims of customers on occurrence of any default on its part on account of its failure to remit payment or information regarding such payments, in accordance with payment instructions to the concerned authority of DMRC, (within the period specified in terms of the contract) which has a material and substantial effect on the interest of such customers.
- 12.2. Should any proceedings be undertaken which may give rise to Vendors's liability under the contract, DMRC shall provide vendor with prompt notice and an opportunity to participate in any such proceedings to represent its interest appropriately.
- 12.3. DMRC agrees to protect, defend, hold Vendor harmless and indemnified against any legal, Quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of Metro operations. DMRC also agrees to protect, defend, hold harmless and to

## **Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

keep indemnified, the Vendor, against any claims of customers on occurrence of any default on its part on account of its failure to update the Contactless Smart Card e-purse with the top-up amount or information regarding such payments, in accordance with payment instructions to the concerned authority of Vendor, (within the period specified in terms of the contract) which has a material and substantial effect on the interest of such customers.

- 12.4. Should any proceedings be undertaken which may give rise to DMRC's liability under the contract, Vendor shall provide DMRC with prompt notice and an opportunity to participate in any such proceedings to represent its interest appropriately.

### **13.0 Amendment to Agreement**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

### **14.0 Data Protection**

As a matter of trust and confidentiality, DMRC as a party controlling and administering use of all data of a personal nature that is provided by DMRC or its commuters to vendor hereunder or is generated in connection with the contract, vendor shall handle and process such data on behalf of DMRC and shall use such data only in accordance with the instructions and for the purpose required by DMRC.

### **15.0 Failure To Enforce**

The failure of either party to enforce at any time any of the provision of this Agreement shall not be considered to be waiver of the right of such party thereafter to enforce such provisions.

### **16.0 Confidentiality**

Either party shall not divulge any information relating to the trade of the other party to any outsider. Upon termination of the Agreement either party shall immediately return all business documentation or information to the other party.

### **17.0 Customer Complaints Handling**

- 17.1. Joint complaint addressing machinery shall be set up by both DMRC and the Vendor and customer problems shall be settled within a reasonable time frame

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

as per business rules to be mutually decided. The complaint handling mechanism will also be brought into place to address customer issues.

## **SECTION VI**

### **BID FORMS & ANNEXURES**

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**Annexure 1-A**

**TECHNICAL BID for Selecting Third party website/Mobile app for online and mobile transaction for DMRC Fare Collection System**

To,  
The Sr. DGM/S&T  
DMRC, Delhi

**Reference** : RFP for Contract O&M/A-32

Dear Sir,

- We hereby submit our Bid for Selecting Web based Smart Card Recharge for DMRC Fare Collection System:

1.	Name of the Bidder		
2.	Name and Designation of Authorised signatory		
3.	Registered Office Address of bidder		
4.	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
5	Checklist	Yes	NO
(i)	Certificate of Authorization from RBI		
(ii)	Whether any mobile application exist		
(iii)	Local set-up in Delhi for operations and support		
(iv)	Eligibility criteria as per Instructions to Bidder Clause 2		
6.	Number of similar projects as per the scope of work described.		

- We enclose a Pay Order/DD No.....dated.....for Rs.2,00,000(Rupees Two Lakhs only), towards Earnest Money /Bid Security drawn in favour of Delhi Metro Rail Corporation Ltd, New Delhi (should be drawn on any Scheduled Commercial Bank).This is enclosed in a separate cover.

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3. We have downloaded/not downloaded the bid document from the DMRC website and have enclosed/already paid a DD/pay Order/ any other instrument No.....dated .....for Rs 21,000(Rupees Twenty One thousand only).  
\*Strike off whichever not applicable.
4. We have submitted bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid Annexure.
5. We agree to abide by all the conditions mentioned in the RFP (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
6. **DECLARATION:**  
We have gone through carefully and understood the contents of this RFP Document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

SIGNATURE OF BIDDER WITH SEAL

Dated:

Place:

Details of Enclosures:

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**Annexure -1-B**

**FINANCIAL BID FOR Selecting Third Party websites/Mobile app for online and mobile transaction for DMRC smart card recharge"**

To  
The Sr. DGM/S&T  
DMRC, Delhi

**Reference** : RFP for Contract O&M/A-32

Dear Sir,

We hereby quote our bids, as follows:

The evaluation of Financial Bids of the Bidders will be made on the following parameters:

S. No.	Parameter	Rate	
(a)	(b)	(c)	
		In Figures	In Words
1.	One time upfront payment to DMRC in Rupees.		

In respect of Fixed Charges at s. no. 1, bidder shall quote his fixed lump sum amount without service tax. The fixed lump sum amount quoted must not be less than Rs 1 crore. Service Tax, as applicable will be payable by the Bidder in addition to the fixed lump sum amount quoted above.

Award Criteria: The evaluation of Financial Bids will be as under:

- **The maximum amount to be given to DMRC in Table 1 above will be Highest bidder (H1).**

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- The next one Bidders, i.e. H2, , is eligible to acquire the contract if agree to match the figures of H1, but not later than one month of award of the work to H1.

**SIGNATURE OF BIDDER WITH SEAL**

**Dated:**

**Place:**



**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**Annexure 2**

**CONTRACT AGREEMENT**

CONTRACT NO. O&M/A-32

dated.....

WHEREAS the Contractor has offered a Bid for '**Selecting Third Party websites/Mobile app for online and mobile transaction for DMRC smart card recharge** ' and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

**Both parties hereby agree as follows:**

**Clause 1**

DMRC agrees to hire and the Contractor agrees to be hired as a **Selecting Third Party websites/Mobile app for online and mobile transaction for DMRC smart card recharge** for Delhi Metro Rail Project under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- The RFP document with all its Annexures
- Letter of Acceptance
- Contractor's Proposal with all its Annexures
- Any other documents forming part of the Contract

All of the foregoing documents, together with this Contract Agreement, as referred to herein as the Contract Documents also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the contractor will seek clarification from the Employer, whose decision shall be final.

**Clause 2 Obligation of the Contractor:**

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the **Selecting Third Party websites/Mobile app for online and mobile transaction for DMRC smart card recharge** and in carrying out all duties and obligations imposed by the Contract Documents. The Contractor agrees to pay the amount and penalty specified, if any, to the Employer at the rates and terms and in the manner set forth in the Contract Documents.

**Clause 3 Obligation of the Employer:**

The Employer agrees, subject to the terms and conditions of the Contract Documents, to provide unobstructed access wherever it is required for providing the Services as per the Scope of Work and terms and in the manner set forth in the Contract Documents.

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**Clause 4 Contract Price :**

The Employer / Contractor (as applicable) agrees to pay for the services under the Scope of this contract and the Contractor / Employer (as applicable) agrees to accept the sums mentioned below, as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

**Clause 5 Notices:**

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

**Employer: General Manager/S&T**

Delhi Metro Rail Corporation Limited, 6<sup>th</sup> Floor, B Wing, Metro Bhawan, Barakhamba Road, New Delhi-110001

**Contractor:**

-----  
-----  
-----

**Clause 6 Obligation of tax law**

Both the parties shall ensure full compliance with tax laws of India with regard to this contract and shall be responsible for the same. Either party shall keep the other party fully indemnified against his liability of tax, interest, penalty, etc. in respect thereof which may arise.

**Clause 7 Integration:**

The Employer agrees that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

**Clause 8 Governing Law**

This Contract is enforceable and construed under the laws of the Republic of India.

**Clause 9 Language**

This Contract Agreement and the other Contract Documents are made in the English language.

**Clause 10 Jurisdiction of court**

Courts at Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement.

In WITNESS THEREOF, The parties have caused this Contract to be signed in their respective names as of the day and year first written above.

DMRC, The Employer  
Delhi Metro Rail Corporation Limited

The contractor  
-----

(.....)  
WITNESS

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**Annexure 3**

**Regulatory Compliance undertaking**

All regulatory compliance need to be fulfilled by bidder during the contract period.

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**Annexure 4**

**PERFORMANCE SECURITY**

**(Deleted)**

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**Annexure 5**

**Power of Attorney for Signing of Bid**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms.(name).....Son/ daughter/ wife of..... and presently residing at....., who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, and other conferences and providing information/ responses to DMRC, representing us in all matters before DMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the DMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/ or upon award thereof to us and/or till the entering into of the Contracts with DMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE , .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF ....., 2016.

For (Signature)

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

(Name, Title and Address)

Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

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

**Contract O&M/A-32: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**

**Annexure 6**

List of operational Metro stations of Delhi Metro Rail Project.

S.No.	Station	S.No.	Station	S.No.	Station
	<b>Shahdara to Dilshad Garden (R0)</b>		<b>Qutab Minar to Gurgaon (GE)</b>		Paschim Vihar West
1	Mansarovover Park	47	Chhatarpur	96	
2	Jhilmil	48	Sultanpur	97	Peera Garhi
3	Dilshad Garden	49	Ghitorny	98	Udyog Nagar
	<b>Section R-1</b>	50	Arjan Garh	99	Surajmal Stadium
4	Shahdara	51	Garden Estate (Gurgaon)	100	Nangloi
5	Welcome	52	Sinkandarpur (Gurgaon)	101	Nangloi Railway Station
6	Seelampur	53	DT City Centre (Gurgaon)	102	Rajdhani Park
7	Shastri Park	54	Iffco Chowk (Gurgaon)	103	Mundka
8	Kashmiri Gate Rail	55	Sushant Lok (Gurgaon)		<b>Central Sectt. to Lajpat Nagar (CSB2)</b>
9	Tis Hazari		<b>Section S-1</b>	104	Sachivalaya
	<b>Section R-2</b>	56	Barakhamba Road	105	Khan Market
10	PulBangash	57	RK Ashram	106	JLN Stadium
11	Partap Nagar	58	Jhandewalan	107	Jangpura
12	Shastri Nagar	59	Karol Bagh	108	Lajpat Nagar
13	Inderlok	60	Rajendra Place		<b>Moolchand to Badar Pur (CSB1)</b>
	<b>Section R-3</b>	61	Patel Nagar	109	Moolchand
14	Kanhiyanagar	62	Shadipur	110	East of Kailash
15	Keshavpuram	63	Kirti Nagar	111	Nehru Place
16	Netajisubhash place		<b>Section S-2</b>	112	Kalkaji Mandir
17	Kohat Enclave	64	Moti Nagar	113	Govindpuri
				114	Okhla



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18	Pitam Pura	65	Ramesh Nagar	115	Jasola
19	Rohini East	66	Rajouri Garden	116	Sarita Vihar
20	Rohini West	67	Tagore Garden	117	Mohan Estate
21	Rithala	68	Subhash Nagar	118	Tughlakabad
	<b>Vishwa Vidyalaya - Jahangirpuri (M0)</b>	69	Tilak Nagar	119	Badarpur Border
22	Jahangirpuri	70	Janak Puri(East)		<b>Yamuna Bank to Anand Vihar Terminal (YA)</b>
23	Adarsh Nagar	71	Janak Puri(West)	120	Lakshmi Nagar
24	Azadpur	72	Uttam Nagar (East)	121	Nirman Bhawan
25	Modern Town	73	Uttam Nagar (West)	122	Preet Vihar
26	GTB Nagar	74	Nawada	123	Karkarduma
	<b>Section M-1</b>	75	Dwarka Mor	124	Anand Vihar ISBT
27	Vishwa Vidyalaya	76	Dwarka	125	
28	Vidhan Sabha		<b>Section S-3</b>	126	Kaushambi
29	Civil Lines	77	Indraprastha	127	Vishali
30	Kashniri Gate Metro	78	Pragati Maidan		<b>Noida (NE)</b>
	<b>Section M-2</b>	79	Mandi House	128	Noida Sector 15
31	Delhi Main		<b>Section S-4</b>	129	Noida Sector 16
32	Chawari Bazar	80	DW-Sector 14	130	Noida Sector 18
33	New Delhi	81	DW-Sector 13	131	Botanical Garden
34	Rajiv Chowk	82	DW-Sector 12	132	Golf Course
35	Patel Chowk		DW-Sector 11		Sector 32 City Centre
	Central Secretariat	83		133	
36		84	DW-Sector 10		<b>Indraprastha to New ashok nagar</b>
	<b>Central Sectt. to Green park (M3 )</b>	85	DW-Sector 9	134	Yamuna Bank
37	Udyog Bhawan	86	DW-Sector 8	135	Akshardam
38	Race Course	87	DW-Sector 21	136	Mayur Vihar Ph 1
39	Jor Bagh		<b>Inderlok to Mundka (IM)</b>	137	Mayur Vihar Ph 1 Extension
40	INA	88	Inderlok	138	New Ashok Nagar
41	AllMS	89	Kirti Nagar		
42	Green park	90	Satguru Ram Singh Marg(SRSM)		
	<b>Green park To</b>	91	Ashok Park Main		

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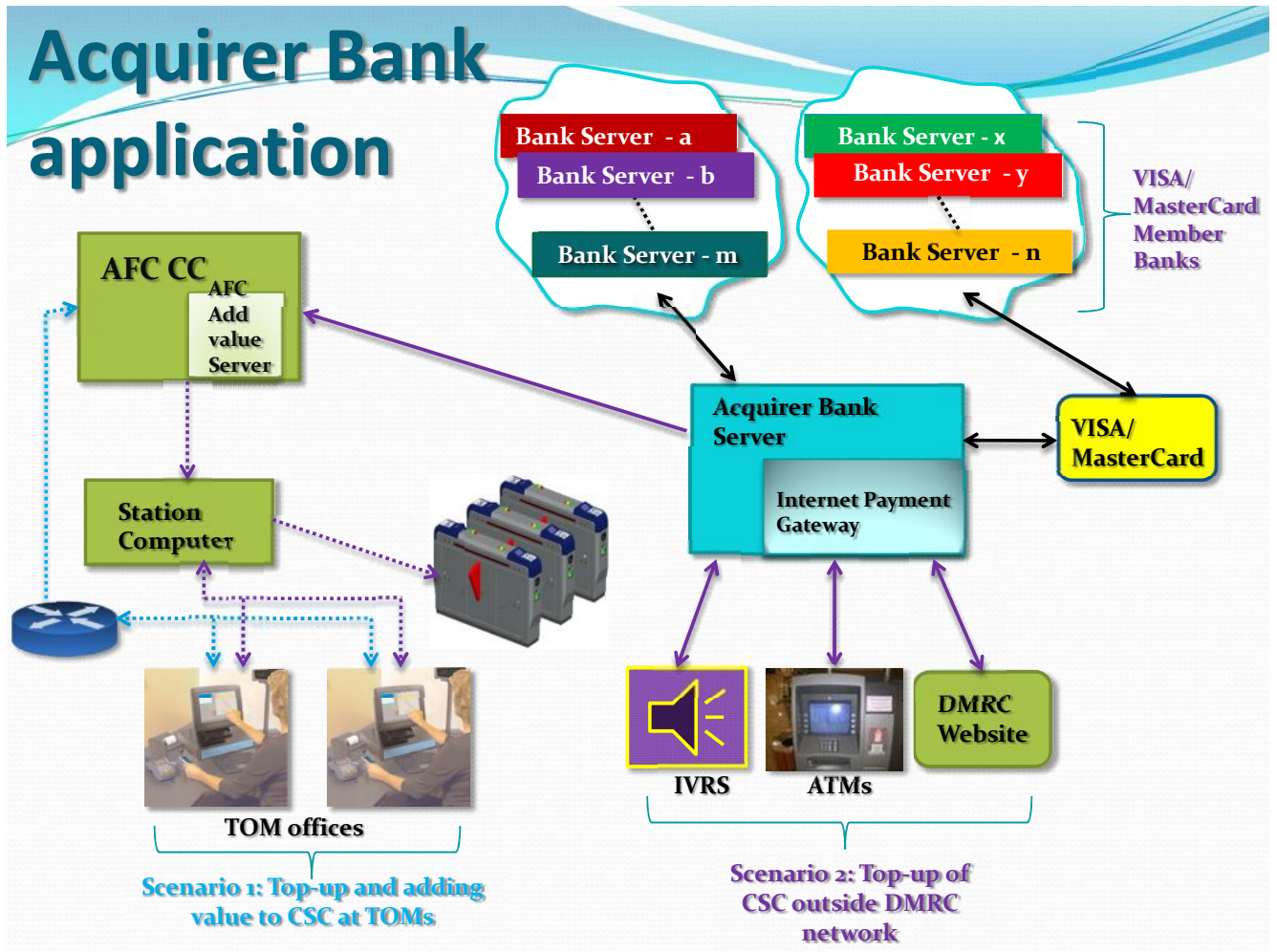
	<b>Qutab Minar (M4)</b>				
43	Hauzkhas	92	Punjabi Bagh East		
44	Malviya Nagar	93	Shivaji Park		
45	Saket	94	Madi Pur		
46	Qutab Minar	95	Paschim Vihar East		

<b>Phase-III station</b>	
<b>ITO- CTST</b>	
<b>139</b>	<b>ITO</b>
<b>140</b>	<b>Janpath</b>
<b>141</b>	<b>Mandi House</b>
<b>Badarpur - Escort Mujesar</b>	
142	Sarai
143	NHPC Chowk
144	Mewla Maharajpur
145	Sector 28
146	Badkhal Mor
147	Faridabad Old
148	Neelam Chowk Ajronda
149	Bata Chowk
150	Escorts Mujesar

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Annexure-7

Process of TOP UP of Contactless Smart Cards (CSC):



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**Annexure-8**

**Key Dates of RFP for Selecting Third party websites/Mobile app for online and mobile transaction for DMRC Smart card recharge"**

<b>KD</b>	<b>Activities</b>	<b>Dates</b>
KD1	Finalisationof detailed Interface with AFC Vendor	DO+6 weeks
KD2	Deployment of Web Based Recharge platform	DO+12weeks
KD3	Testing and Commissioning	DO+16weeks
KD4	End of 1st year of evaluation	DO+68 weeks
KD5	End of 2nd year of evaluation	DO+120 weeks
KD6	End of contract	DO+ 172 weeks

DO= Date of LOA

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ANNEXURE 9

**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

(To be stamped in accordance with Stamp Act)

1. KNOW ALL MEN by these presents that we \_\_\_\_\_(Name of Bank) of India, having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto DELHI METRO RAIL CORPORATION (hereinafter called "the Employer") in sum of Rs. \_\_\_\_\_ for which payment well and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.
  
2. WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" ) has submitted his tender dated \_\_\_\_\_ for Contract RFP .....(hereinafter called "the Tender".  
WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.  
AND WHEREAS \_\_\_\_\_ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
  
3. We further agree as follows:
  - (a) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
  
  - (b) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.

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(c) That any account settled between the employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

(d) That this Guarantee commences from the date hereof and shall remain in force till ..... (date to be filled up) ( up to ..... days from the date of tender).

(e) That the expression "the Tenderer" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

- (a) If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (b) If the Tenderer does not accept the correction of his tender price in terms of Instruction of Bidders
- (c) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:
  - i. Deleted
  - ii. fails or refuses to enter into a Contract within the time limit specified in paragraph F4 of the "Instructions to Tenderers".

We undertake to pay to the Employer the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions a,b,c mentioned above, specifying the occurred condition or conditions.

Signature of  
Authorised Official

Of the Bank: \_\_\_\_\_

SIGNATURE OF WITNESS

Name of Official:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designation

NAME OF WITNESS

STAMP/SEAL OF BANK

\_\_\_\_\_

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Address of witness

\_\_\_\_\_

**Annexure 10**

**Declaration**

I hereby declare that our no associate company / subsidiary company is bidding for the Contract O&M/A-32: Selecting Third party website/Mobile app for online and mobile transaction for DMRC smart card recharge.

Authorized Signatory