



REQUEST FOR PROPOSAL (RFP) DOCUMENT

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

Contract: OSR-01/2019

**DELHI METRO RAIL CORPORATION LTD.
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi –110 001**

DISCLAIMER

This request for proposal (**RFP Document**) for “**Contract OSR-01/2019: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge**” contains brief information about the Scope, the Qualification/ eligibility Requirements and the Selection process for the successful Bidder. The purpose of the RFP document is to provide Bidders with information to assist the formulation of their bid application (the ‘**Application**”).

The information (‘Information’) contained in this RFP Document or subsequently provided to interested parties (the “**Bidder(s)**”), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (**DMRC**) is provided to the Bidder(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.

This RFP Document does not purport to contain all the information that each Bidder may require. This RFP Document has been prepared with a view to provide the relevant information about the Project available with DMRC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. The DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP Document and to obtain independent advice from appropriate sources. The DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy; reliability or completeness of the information provided in this RFP Document.

This RFP may not be appropriate for all persons, and it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the DMRC, immediately, by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP document.

Any character or requirement for the Project, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder in the format broadly set out herein. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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

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

DMRC reserves the right to accept or reject any or all Applications without giving any reasons thereof. DMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.

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

The word "Bid" and "Tender" is used interchangeably in the document.

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SECTION 1
PROJECT BACKGROUND

PROJECT BACKGROUND

1. Introduction

Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects.

- 1.1. Delhi Metro Rail Corporation Ltd. (DMRC) has implemented Automatic Fare Collection system (AFC) for the Phase-I, II & III system. Phase-I, Phase-II & Phase-III consists of 9 lines with 232 operational stations:

Line	Section	No of Station
1	Dilshad Garden – Rithala	21
2	Huda City Centre – Samayapur <u>Badli</u>	37
3	Noida City Centre – Dwarka Sec 21	44
4	Yamuna Bank – Vaishali	08
5	Inderlok –Kirti Nagar – Brigadier Hoshiar Singh	24
6	Kashmiri Gates – Raja Nahar Singh	34
7	Majlis Park-Mayur Vihar PK-I, Trilok puri –Shiv Vihar	40
8	Janakpuri West- Botanical Garden	25
9	New Delhi – Dwarka Sec -21(Airport Express)	6
	Total	239

- 1.2 Implementation of Phase-IV of the Mass Rapid Transport System (MRTS) for Delhi/NCR consists of more than 100 stations.

- 1.3 The Phase-III network comprises of following sections to be opened soon:

Line No	Section	No of stations
Line 1 (Ext)	Dilshad Garden-New Bus Adda	9
Line 3 (Ext)	Noida City Centre-Noida Electronic City	7
	Dwarka –Dhansa Bus Stand	4
	Total	20

- 1.4 The approx. average daily ridership on Delhi Metro is over 28 lac, out of which at present more than 70% commuters are smart card users.

- 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 2017 to Sept 2018 is as under:

Transaction value	Number of Transactions	Volume of transaction (in Rs)
Rs 100-2000	1,36,91,203	3,22,49,97,042

- 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 In the past years, DMRC 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 Combo card 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

- 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 Smart 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 xxxxxxxxxxxx. 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 Smart 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 Through PPI

Currently, approximately 70 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 700 Automatic Vending Machines are installed in Phase-1, 2 & 3 stations. All the cards recharged at website www.dmrcsmartcard.com need to

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.

SECTION 2
NOTICE INVITING TENDER (NIT)

SECTION 2: NOTICE INVITING TENDER

2.0 Notice Inviting Tenders

Delhi Metro Rail Corporation Limited (DMRC) invites offer from the Online and E-commerce business players for “Selecting third party website /Mobile app for online and mobile transaction for DMRC smart card recharge” through open e-tender.

2.1 DMRC invites Bids from eligible participants who may be a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, (the “**Bidders**”),

2.2 Deemed Knowledge and Disclaimer:-

2.3.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the submission end date. The participating Bidders may visit the Project Site to examine its precincts and the surroundings at the Bidder’s own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

2.3.2 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to this work regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen).

2.3 Salient features of Bidding Process:

- a) DMRC has adopted a two packet online open e-bidding process for declaration of a Selected Bidders for Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge.
- b) The details of bidding process are provided in Section 3.
- c) Schedule of bidding process for RFP :

Tender Documents Sale	From 22.01.2019 to 21.02.2019 (upto 15:00 hrs.) on e-tendering website https://eprocure.gov.in/eprocure/app .
Period of Work	3 Years (plus 16 weeks for interface, deployment, testing and commissioning)
Tender Security amount	Amount of tender Security: INR 3,00,000/-

(Earnest Money Deposit)	Payment of tender security is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC is mentioned below this table. The bidders will be required to upload scanned copies of transaction of payment (clearly indicating tender number i.e. OSR-01/2019 in the remarks or description column) of tender security at the time of online bid submission, failing which payment may not be considered.
Cost of Tender Documents (Non-refundable)	INR 23600/- (inclusive of 18% GST) Non-Refundable Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC is mentioned below this table. The bidders are required to upload scanned copies of transaction of payment (clearly indicating tender number i.e. OSR-01/2019 in the remarks or description column of transaction) of tender document cost/ tender fee at the time of online bid submission.
Last date of seeking clarifications	29.01.2019 upto 1700 Hrs (Queries from bidders after due date shall not be acknowledged)
Pre-Bid Meeting	30.01.2019 at 1100 Hrs
Last date of issuing amendment, if any	06.02.2019
Date and time of submission of Tender online	Tender submission start date: 14.02.2019 from 11:00 Hrs Tender submission end date: 21.02.2019 upto 15:00 Hrs
Date & Time of opening of Tender (Technical Bid)	22.02.2019 at 15:00 Hrs.
Authority and place of calling of Tender & Pre Bid Meeting	Chief General Manager/Contracts, Delhi Metro Rail Corporation, 5 th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001

To facilitate payment of tender fee and tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & no.	Account Type	IFSC code
Punjab National Bank	ECE House Branch, Connaught Place, New Delhi-110001	DMRC Ltd. O&M Expenditure A/C, 1120005800000032	Current	PUNB0112000

Stage of Activity	Time Period
Upfront Money Payment	<p>Successful Bidder is required to deposit Upfront money/ Any other amount required within stipulated time period as mentioned in LOA. In case successful bidder fails to submit the same as advised in the LOA within 30 (thirty) days time period, same can also be submitted with interest as detailed below:-</p> <ul style="list-style-type: none"> (a) Up to 30 days – Nil (b) 31st to 45th day -2% Flat (c) 46th to 60th day – 3% Flat <p>The aforementioned interest is excluding GST and shall be charged on the balance amount remaining unpaid as per the LOA, This Upfront money shall be submitted in the form of Demand Draft/ Pay order/ RTGS/NEFT only in favour of DMRC Ltd,& payable at New Delhi. Bank details for RTGS/NEFT the upfront money will be provided later.</p> <p>After 60th days of issue of LOA if the Bidder fails to comply with the terms and conditions of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by DMRC.</p>
Signing of Contract Agreement	Within 30 days of receipt of LOA payment

2.4 The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates. The Letter of Acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder. For any complaints tenderers may contact CVO DMRC at 1st floor A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001, Tel:011-23418406, Email: cvodmrc@gmail.com.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) **Tender fee / Tender document cost:** The instrument type for payment of tender cost/ tender fee is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The bidders will be required to upload scanned copies of transaction of payment of tender cost/tender fee at the time of bid submission.
- d) **Tender Security/ EMD:** Bidder should submit the EMD/Tender Security as per the instructions specified in Section 3 Clause 3.10 of RFP.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed,

the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at :

Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002.

E-Mail: [cppp-nic\[at\]nic\[dot\]in](mailto:cppp-nic[at]nic[dot]in)

SECTION 3
Instruction to Tenderers (ITT)

GENERAL

- 3.1.1 DMRC invites online Bids from eligible Bidders in terms of eligibility criteria as specified in this document for Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge.
- 3.1.2 The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP document.
- 3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP document, the work shall be offered to the Selected Bidder on the basis of Evaluation Criteria.
- 3.1.4 The intending Bidder must read the terms and conditions carefully.
- 3.1.5 Information and instructions for tenderers posted on website <https://eprocure.gov.in/eprocure/app> shall form part of tender documents.
- 3.1.6 The Request for Proposal Document (RFP Document) can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app>. RFP document can only be obtained online after registration on the website <https://eprocure.gov.in/eprocure/app>.
- 3.1.7 RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents and towards Tender Security from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to DMRC and other documents as stated under Clause 3.15 of RFP Document.
In case of RTGS/NEFT & IMPS transactions, bidders shall required to upload the scanned copies of transaction of payment (clearly indicating tender number i.e. OSR-01/2019 in the remarks or description column) of cost of Bid Documents and tender security / EMD at the time of online bid submission. The detail of bank account of DMRC is mentioned in Section 2: NIT clause 2.3 of RFP.
- 3.1.8 Those tenderers who are not registered on the website <https://eprocure.gov.in/eprocure/app> shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.
- 3.1.9 The authorized signatory of intending tenderer as per Power of Attorney (POA) must have valid **class-III/II** digital signature. The complete RFP Document shall only be uploaded using Class-III/II digital signature of the authorized signatory.
- 3.1.10 Deleted

3.1.11 Deleted

3.1.12 Tenderer must ensure to quote rate in financial proposal.

3.1.13 Each Tenderer shall submit only one tender. If a Tenderer submits more than one Tender, all the tenders in which he has participated shall be considered invalid.

3.2 Downloaded RFP Documents:

3.2.1 The complete bid document can be downloaded from the website of <https://eprocure.gov.in/eprocure/app> and a non-refundable fee Rs. 23600/- (inclusive of 18% of GST) towards the cost of the Bid document shall be required to upload the scanned copies of transaction of payment of cost of Bid Documents at the time of online bid submission. No tampering, alteration or changing of the contents of the Bid documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.

3.3 Queries in RFP and Amendments

3.3.1 Bidders may upload their queries, if any, on e-tendering portal <https://eprocure.gov.in/eprocure/app> not later than the date specified under the bid schedule of Section-2 of RFP. DMRC 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, however, no queries received after prescribed date shall be entertained by the DMRC.

3.3.2 At any time prior to the Submission End Date, the DMRC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of an addendum. This shall be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> and shall be binding upon all the bidders.

3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the DMRC may, at its discretion, extend the Submission End Date.

3.3.4 The Response to queries/ addendums (if any) will be uploaded on <https://eprocure.gov.in/eprocure/app> and the Bidders are advised to keep a regular check on the website for any such updates.

3.4 PRE-BID MEETING

3.4.1 DMRC shall conduct a pre-bid meeting on the date and location specified under the bid schedule of Section-2 of RFP for the purpose of providing clarification and answering the queries of the prospective Bidders.

- 3.4.2 The tenderer is requested to upload any question online not later than the last date of seeking clarification as mentioned in key details of NIT.
- 3.4.3 Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting, shall be made by the DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.
- 3.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

3.5 ELIGIBILITY CRITERIA

The bidder must have sufficient technical expertise and requisite experience to develop and implement the services as asked in RFP. The Bidder shall meet the following minimum Eligibility Criteria:

- 3.5.1 A Bidder must be a a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, and further subject to compliance with applicable laws, policies and guidelines of the Government of India. (Copy of Certificate of Incorporation, Memorandum of Association (MOA) /Article of Association (AOA) to be submitted.)
- 3.5.2 The bidder should have facilities for payment through Credit card/ debit card / net banking or any other method of Payment (Declaration certified by Chartered accountant to be submitted as per Appendix- 7).
- 3.5.3 The bidder should be carrying out minimum 1000 e-commerce transactions per day (proof attested by Chartered accountant to be submitted as per Appendix- 8).
- 3.5.4 The bidder should have certificate of authorization from RBI to carry out services mentioned in the scope of work (RBI Certificate of Authorization for the same to be submitted).
- 3.5.5 All regulatory compliance needs to be fulfilled by the successful bidder during the contract period (undertaking from bidder need to submitted as per Appendix- 9)
- 3.5.6 Bidder should have a local set-up in Delhi/NCR for operations and support to DMRC. The Bidder shall submit the proof of local set-up in Delhi/NCR for operations and support to DMRC or shall submit an undertaking that he will set-up local office in Delhi/NCR for operations and support to DMRC in case of award of LOA to them as per Appendix- 10.
- 3.5.7 Bidder needs to submit at least 2 letters of satisfactory performance of e-commerce services (integration with other parties) from the client. Details to be filled in Appendix-11.

- 3.5.8 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 as per Appendix-12
- 3.5.9 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 as per Appendix -13

3.8 **Conflict of interest**

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, DMRC shall forfeit and appropriate the tender security as mutually agreed genuine pre-estimated compensation and damages payable to DMRC for, inter alia, the time, cost and effort of the DMRC, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the DMRC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- i) a constituent of Bidder is also a constituent of another Bidder; or
- ii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- v) such Bidder or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.

Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

3.9 LANGUAGE AND CURRENCY

3.9.1 The Bid and all the related correspondence and documents shall be written in English language only.

3.9.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

3.10. Tender Fee/ Tender Document cost and Tender Security/ Earnest Money Deposit (EMD):

3.10.1.1 Tender fee/ tender document cost:

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC of facilitate the payments is mentioned at 3.10.1.4 below. The bidders will be required to upload scanned copies of transaction of payment (**clearly indicating tender number i.e. OSR-01/2019 in the remarks or description column**) of tender fee/ tender document cost at the time of online bid submission and no copies of transaction of payment are required to sent to the office of Chief General Manger / Contracts.

3.10.1.2 Tender Security / EMD

The instrument type for payment of tender security / EMD is to be done only by RTGS, NEFT & IMPS. The detail of Bank account of DMRC of facilitate the payments is mentioned at 3.10.1.4 below. The bidders will be required to upload scanned copies of transaction of payment (**clearly indicating tender number i.e. OSR-01/2019 in the remarks or description column**) of tender fee/ tender document cost at the time of online bid submission and no copies of transaction of payment are required to sent to the office of Chief General Manger / Contracts.

3.10.1.3 DELETED

3.10.1.4 To facilitate payment of tender fee and tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & no.	Account Type	IFSC code
Punjab National Bank	ECE House Branch, Connaught Place, New Delhi-110001	DMRC Ltd. O&M Expenditure A/C, 1120005800000032	Current	PUNB0112000

3.10.2 Any Tender not having an acceptable Tender Security shall be rejected by the DMRC considering it as non-responsive and their Technical package shall not be opened and if opened then it will not be evaluated. No post bid clarification shall be sought on tender security.

3.10.3 The Tender Security of the successful tenderer shall be returned upon the execution of the Contract and the receipt of Performance Security by the DMRC in accordance with Clause 3.11 below and Upfront Money.

3.10.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) to the successful tenderer or finalization of tender.

3.10.5 The Tender Security shall be forfeited:

- a) if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period;
- b) if the Selected Bidder fails to make the payments (as per Clause 3.11 & 3.26) within the time specified in this RFP, or any extension thereof granted by DMRC;
- c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security and Upfront Money within the time specified or extended by the DMRC
- d) if the Tenderer does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

3.11 Performance Security

The Performance Security for Rs. 1 Crore is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Bank draft in favour of "Delhi Metro Rail Corporation Ltd.", payable at "New Delhi" from a Scheduled Commercial Bank based in India, or
- (b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Offices based in India duly pledged in favour of "Delhi Metro Rail Corporation Ltd.", or
- (c) Irrevocable bank guarantee in the prescribed format, given in Annexure-7 of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI Bank Ltd.

9A, Phelps Building, Connaught Place, New Delhi -110001

IFSC Code: - ICIC0000007.

Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760	Confirmation of bank guarantee
MT767	Amendment in bank guarantee

Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the employer.

3.11.2 The said Performance Security will be kept valid for a period of 6 months beyond the Contract period or final settlement whichever is earlier.

3.11.3 The Performance Security would however be forfeited in case of any 'Event of Default' as described in the General Terms and condition and/or in accordance with terms specified elsewhere in the RFP Bid Document.

3.12 PROPOSAL PREPARATION COST

The Bidder shall be solely responsible for all the costs associated with the preparation of its Bid and its participation in the bidding process, including all types of due diligence that may be required for the process. The DMRC shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

3.13 VALIDITY OF OFFER

3.13.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Submission Date ("**Proposal Validity Period**" or "**Bid Validity Period**"). DMRC reserves the right to reject any Bid that does not meet this requirement. DMRC may however request the Bidders to extend the validity of their Bids for a specified additional period.

3.13.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its tender security for the relevant period of extension.

3.13.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Contract Agreement.

3.14 PREPARATION AND SUBMISSION OF PROPOSAL

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in Section 5.

3.14.1 The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of Section-2 of RFP. Bids have to be submitted online on the website <https://eprocure.gov.in/eprocure/app>.

DMRC, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum which shall be uploaded on the website <https://eprocure.gov.in/eprocure/app>.

3.14.2 The Bidders shall furnish the information strictly as per the formats given in Section 5 of this document without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

3.14.3 Deleted

3.14.4 Deleted

3.14.5 All Proposals/Bids shall be uploaded by the duly 'Authorized Signatory' of the Bidder. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members and shall be legally binding on all of them.

3.14.6 The Proposal shall be uploaded with Class-III/II digital signature by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

3.14.7 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

3.14.8 Bidders are required to submit only one set of the Bids, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.

3.14.9 Any firm, which submits or participates in more than one Bid for the said Project shall be disqualified

3.15 SUBMISSION OF BIDS

3.15.1 The Tender cost and tender security shall be submitted as per the instructions specified in Section 3 Clause 3.10 of RFP.

3.15.2 The technical package/qualification documents shall be uploaded online on the website <https://eprocure.gov.in/eprocure/app> and shall contain the following:

- Letter of Application and Interest (As per Annexure 1)
- General Information of the Bidder (As per Annexure 2) along with Memorandum of Association and Article of Association
- The Financial Proposal (as per Appendix-3) shall be uploaded online on the website <https://eprocure.gov.in/eprocure/app>. The rates shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and after quoting their rates upload the same accordingly. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.
- Power of Attorney as per Appendix-4 (along with Board Resolution).
- Affidavit as per Appendix-5.
- General information about tenderer as per Appendix-6.
- Declaration for facilities of payment through Credit card/debit card / net banking or any other method, Appendix-7
- Declaration for minimum 1000 e commerce transactions per day, Appendix-8
- Regulatory Compliance under as per Appendix-9.
- Undertaking for Local set-up in Delhi/NCR as per Appendix-10.
- Satisfactory performance of e-commerce services as per Appendix-11.
- Declaration for no associate company bidding as per Appendix-12.
- Declaration for no subsidiary company bidding as per Appendix-13.
- Undertaking For Corrupt & Fraudulent Practice as per Appendix 14.
- Undertaking for downloaded tender documents as per Appendix-15
- Undertaking for termination of contract as per Appendix-16
- Undertaking For Not Being Penalized in a Contract- Appendix 17
- Undertaking For Financial Stability- Appendix 18
- Undertaking for disclosure of information under RTI Act- Appendix-19
- Details of refund of EMD through NEFT/RTGS- Appendix-20
- CHECK LIST-Appendix-21
- Scanned copy of RFP Document cost and tender security payment receipt.
- A declaration (As per Annexure-22 stating that the tender document/addendums/clarifications, if any, placed upto the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>] have been downloaded and considered in our tender submission and confirming their unconditional acceptance to all the terms and conditions.
- PAN Card
- GST Registration No.

3.15.3 The Financial Proposal shall be uploaded online on the website <https://eprocure.gov.in/eprocure/app>. The rates shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and after

quoting their rates upload the same accordingly. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.

3.16 BIDDER'S RESPONSIBILITY

3.16.1 It would be deemed that prior to the submission of the Bid; the Bidder has made a complete and careful examination of:

- a) The requirements and other information set forth in this RFP document.
- b) The various aspects of the Project including, but not limited to the following:
 - (i) Existing facilities, and operational requirements.
 - (ii) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Work.
- c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder.
- d) Bidder may visit the Project Site at its own cost before submitting the Bid.

3.16.2 The DMRC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this RFP document shall be rejected as non responsive.

3.17 MODIFICATION AND WITHDRAWAL OF PROPOSALS

3.17.1 No Proposal shall be modified or withdrawn by the Bidder after the last date of submission.

3.17.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the tender security.

3.18 OPENING OF BIDS

3.18.1 The Technical 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 Chief General Manager/contracts, DMRC, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001. Tenderers may visit DMRC e-procurement web-site <https://eprocure.gov.in/eprocure/app> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Tender is subsequently declared as a Public

Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

- 3.18.1 (a) On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted or with the details of online transaction.
- 3.18.1(b) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Tender Opening Authority.
- 3.18.1(c) The tenderers name, details of the tender security and such other details as the DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 3.18.1(d) The digitally signed financial package which tenderer have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant to the tender conditions will be opened. The time of opening of financial package shall be informed through website only. Tenderers can visit to DMRC e-procurement website for further information.
- 3.18.2 The DMRC reserves the right to reject any Proposal and forfeit the tender security, if
 - a) It is not signed, sealed and marked as stipulated in Clause 3.15.
 - b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
 - c) There are inconsistencies between the Proposal and the supporting documents.
 - d) It does not mention the validity period as set out in Clause 3.13.
 - e) It provides the information with material deviations, which may affect the scope or performance of the Project.
 - f) There are conditions proposed with the Technical and/or Financial Proposals.
- 3.18.3 A material deviation or reservation is one:
 - a) which affects in any substantial way, the scope, quality, or performance of the Project, or

- b) which limits in any substantial way, inconsistent with the RFP document, the DMRC's rights or the Bidder's obligations, or
- c) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive Bids.
- d) No request for modification or withdrawal shall be entertained by the DMRC in respect of such Proposals.

3.19 RESPONSIVENESS OF BIDS

3.19.1 Before evaluation of Bids, DMRC will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:-

- i) it is received by the deadline for submission of Bid/Proposal;
- ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified);
- iii) it is signed, sealed and marked as stipulated;
- iv) it is accompanied by receipt of Bid Document Fee;
- v) it is accompanied by the acceptable tender security/ Bid Security;
- vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;
- vii) The document is accompanied by the Checklist as prescribed.

3.19.2 If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of DMRC on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non responsive shall be rejected.

3.19.3 To facilitate checking the responsiveness and evaluation of Bids, DMRC may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by DMRC for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, DMRC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

3.19.4 No Bidder shall however have the right to give any clarification unless asked for by DMRC, in any manner whatsoever, with the bidding process, to intervene in, any manner whatsoever, in the bidding process.

3.20 EVALUATION OF BIDS

The Bids of the Bidders shall be evaluated in two stages. "Tender Security" and "Technical Qualification" will first be evaluated which will cover following items:

3.20.1 First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in Clause 3.10 above. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.

3.20.2 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by DMRC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.20.3 If any tender is rejected, pursuant to paragraph 3.20.2 above, the Financial Package of such tenderer shall not be opened.

3.20.4 The decision of the DMRC as to which of the tenders are not substantially responsive shall be final.

3.20.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such tenderer shall not be opened.

3.21 Evaluation of Financial Proposals:

All technically acceptable tenders will be eligible for opening of their financial proposals. The DMRC shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened online in front of attending Tenderers. The evaluation of Financial Bids will be as under:

3.21.1 The evaluation of Financial Bids of the Bidders will be made on One Time upfront payment filled in BOQ sheet.

3.21.2 In respect of one time Upfront Money, bidder shall quote his bid without GST. The One time Upfront Money quoted must not be less than Rs 5 crores. GST, as applicable will be payable by the Bidder in addition to the fixed lump sum amount quoted above. If the fixed lump sum amount quoted by the bidder is less than Rs 5 crores, then his bid will be considered non-responsive.

3.21.3 The Bidder who quotes the maximum amount of one time Upfront Payment in BOQ will become the Highest Bidder (H1).

- 3.21.4 Work would be awarded to three bidders only at the rate of highest bidder (H1). If the existing service provider i.e. M/s One 97 Communication Limited qualify the technical criteria, one position will be reserved for existing operator i.e. M/s One 97 Communication Limited out of the three bidder. In case M/s One 97 Communication Limited is not H1 and decline the counter offer to work at the rates of the highest bidder, then the work would be awarded to top three bidders H1, H2 & H3.
- 3.21.5 The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal in this regard to DMRC. DMRC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the amount quoted by such Bidder or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

3.22 Counter Offer at Highest Rates:

- 3.22.1 Three Bidders will be awarded for this work.
- 3.22.2 Counter offer (in two copies) at H1 rates may be given to next 02 highest bidders (i.e. H2 and H3) subject to clause 3.21.4. These bidders shall return one copy of Counter offer to the office of CGM/Contracts, within one week from the date of issue of Counter offer stating their acceptance of Counter offer.
- 3.22.3 In case any bidder backs out from the counter offer, then the offer may be given to the next highest eligible bidder i.e. H-4 onwards.

3.23 Award Criteria:

- 3.23.1 Subject to clause of ITT, the Employer will award the contract to the tenderer, whose tenders have been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents and
- a) Whose evaluated quoted price is determined to be Highest (i.e. H1)
 - b) Other than H1, who have accepted the counter offer.

3.24 RIGHT TO REJECT BIDS

- 3.24.1 The DMRC reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite setup required for the purpose of the Project. The discretion of the competent authority of DMRC in this respect shall be final and binding on all the Bidders.
- 3.24.2 The DMRC reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the DMRC.

3.24.3 The Bidder hereby voluntarily and unequivocally agrees that DMRC shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from DMRC.

3.25 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by DMRC. If the Bidder is a Consortium/ JV, then the entire Consortium/ JV and each Member shall be disqualified/ rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/s paid.

3.26 DISPUTES

3.26.1 All disputes between the successful Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Clause 12 of General Terms and Condition. During the bidding process, no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

3.26.2 The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

3.27 CONFIDENTIALITY

3.27.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DMRC will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. DMRC will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

3.28 ACCEPTANCE OF THE OFFER

3.28.1. Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Bidder Telephonically and by uploading the scanned copy of Letter of Acceptance (LOA) on e-tendering portal to confirm that his tender has been accepted. The successful bidder can also download the copy of Letter of Acceptance (LOA) issued to them. The "Letter of Acceptance" will be issued under signature of a Director of DMRC or of The Chief General Manager/Contracts. The "Letter of acceptance" will be sent in duplicate to the

successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory indicating their unconditional acceptance, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

3.28.2 The Letter of Acceptance will constitute a part of the contract.

3.28.3 Upon "Letter of Acceptance" being signed and returned by the successful Bidder as per Clause F3.1, the employer will promptly notify the unsuccessful Bidders and discharge / return their tender securities.

3.29 EXECUTION OF CONTRACT AGREEMENT

3.29.1 Successful Bidder is required to deposit Performance Security and Upfront amount/ Any other amount required within stipulated time period as mentioned in LOA. In case successful bidder fails to submit the same as advised in the LOA within 30 (thirty) days time period, same can also be submitted with interest as detailed below:-

- (a) Up to 30 days – Nil
- (b) 31st to 45th day -2% Flat of Upfront Money
- (c) 46th to 60th day – 3% Flat Upfront Money

The aforementioned interest is excluding GST and shall be charged on the balance amount remaining unpaid as per the LOA, This amount shall be submitted in the form of Demand Draft/ Pay order/ RTGS/NEFT only in favour of DMRC Ltd, & payable at New Delhi. Account Details for RTGS/NEFT of Upfront Money will be provided letter.

After 60th days of issue of LOA if the Contractor fails to comply with the terms and conditions of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by DMRC.

3.29.2 The Contract Agreement shall be executed within 30 days of receipt of LOA payment, the Selected Bidders shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the DMRC.

3.29.3 Deleted

3.29.4 The responsibility for Contract agreement shall vest with the selected bidders and the cost of stamp duty for execution of the Contract Agreement, and any other related documentation charges and the incidental charges will be borne by the Selected Bidders.

3.29.5 In case of failure to sign the Contract Agreement within the stipulated time, the DMRC shall retain the right to cancel the LOA and forfeit the Bidder's tender security and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidders.

3.29.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and DMRC shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the tender security and any other amount deposited till that time as 'Damages'.

3.30 UNSUCCESSFUL BIDDERS

The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) to the successful tenderer or finalization of tender. The tender security/ bid security shall be returned without payment of any interest.

(On Rs. 100/- non-judicial stamp paper)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (Month& year) between Bank of..... (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (Hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the contract for(Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the "Contract") to (Name of the Contractor) (Hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of (Amount in figures and words).
4. Now, we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount ofRs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the original contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability

under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

- 9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
- 12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rs.)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the bank have signed and sealed this Guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank officials.

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

Note :

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI Bank Ltd.
9A, Phelps Building, Connaught Place, New Delhi -110001
IFSC Code: - ICIC0000007.

5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760	Confirmation of bank guarantee
MT767	Amendment in bank guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the employer.

Schedule -2

CONTRACT AGREEMENT:

This Contract Agreement is made at New Delhi on the day of (Month and Year) Between Delhi Metro Rail Corporation Limited, 5th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 hereinafter called “the Employer” of the one part and (Name & Address of Contractor) hereinafter called “the Contractor” of the other part. Whereas the Employer is desirous that (** certain Goods and Services should be provided and) the Works should be executed, viz.(Name of work as mentioned under Clause 1.1.1 of NIT) hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between (for and on behalf of the Employer) and (for and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by..... (for and on behalf of the Employer) and (for and on behalf of the Contractor).
 - a) Project Background
 - b) Notice Inviting Tender (NIT)
 - c) Instructions to Tenderers (ITT) (Including Annexures & Appendices)
 - d) General Terms and Conditions
 - e) Scope of Work
 - f) Bill of Quantities
 - g) Form of Tender with Appendix
 - h) Letter of acceptance (LOA)
 - i) Addenda (If any)
 - j) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **..... and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of **..... being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **OBLIGATION OF THE CONTRACTOR**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

This contract is made in three copies with identical wording. Both parties having thoroughly read and understood the contents hereof sign their names and affix the seal (if any) in the presence of witness and each shall retain one copy.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SEALED, SIGNED & DELIVERED

By the said(Name)
on

By the said(Name)
on

behalf of the Contractor in the presence of
:

behalf of the Employer in the presence
of :

Witness

Witness

Name :

Name :

.....

.....

Address :

Address :

.....

.....

Note:

- To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** To be deleted if not applicable

SECTION 4

GENERAL TERMS AND CONDITIONS

1.0 Performance Security

The Bank/aggregator shall furnish DMRC a performance security as per clause 3.11 (ITT) in format provided in Schedule-1 above.

2.0 Obligations of the Parties

- 1.1 The Vendor shall perform Services related to the Scope of the Work/Services as stated in the section 'Scope of Works' in section 5.
- 1.2 The Vendor shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 Not used.
- 1.8 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:**
 - 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.
- 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 amount as per Clause 19, General Terms and Conditions) 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;
- (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

- 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 Jurisdiction of Courts

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

11.0 Indemnity

- 11.1. 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.
- 11.2. 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.
- 11.3. 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 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.
- 11.4. 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.

12: DISPUTE RESOLUTION

12.1 Amicable Resolution

12.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 12. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 12 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

12.1.2 Notice of Dispute

For the purpose of Sub-Clause 12.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.

12.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

12.1.4 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

12.1.5 Conciliation Procedure

- a) The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

12.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or

- b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

12.2 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the Employer, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Delhi Metro Rail Corp. Rail Limited, New Delhi (MD/DMRC).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

12.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii) 3 (Three) arbitrators in all other cases.

12.2.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/DMRC, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to

choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

- ii) In case of 3 Arbitrators:
- a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/DMRC, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
 - b) Employer will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/DMRC shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

12.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 12.2.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance

department, having experience in Contract Management of Construction Contracts; or

a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 12.2.4** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 12.2.5** Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 12.2.6** It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.
- 12.2.7** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 12.2.8** Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 12.2.9** The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

12.2.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

12.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

12.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

12.3 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

12.4 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the employer from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by DMRC are as per Schedule-D enclosed.

12.5 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

12.6 Suspension of Work on Account of Arbitration

The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

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

18.0 Corrupt Practices

18.1 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.

18.2 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.

19. Payment and Penalty Terms:

- 19.1 Fixed Charges: Vendor will pay One time upfront payment to DMRC (SI No. 1 of BOQ) within 30 days of signing the contract. This amount is non-refundable.
- 19.2 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.
- 19.3 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.
- 19.4 In case any fraud is found at vendor website, vendor will be solely responsible for the same. The amount will be recovered from vendor.

SECTION – 5

Scope of Work

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 28 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.

PPIs should preferably be having Mobile Wallets/Internet wallets, as are easy to load with multiple top-up options Conveniently tap to pay purchases with certain merchants.

PPIs issuers have been issuing prepaid payment instruments in the country. In the emerging scenario, it is imperative to have facilities of payment through wallet in dmrcsmartcard.com for prepaid payment instruments.

It is envisaged to broaden the PPIs channels of top-up through the following means:

- i. Mobile wallet
- ii. Internet wallet
- iii. Prepaid card
- iv. UPI online: User can make a payment by selecting the UPI option from website/mobile application. UPI online is available for all three bidder.
- v. Integration with DMRC QR code Ticketing
- vi. Any other acceptable method of payment for topping up of smart cards to be submitted along with this tender. The PPIs issuer may also extend the topping-up services through other methods after approval from DMRC.

To enable this facility, DMRC will require the assistance of an PPIs (Pre-paid payment instruments) having approved by RBI. The selected Pre-paid payment instruments issuers will be required to do the obligations to DMRC as detailed in the scope of work.

2. Top-Up of CSC through various PPIs (Pre-paid payment instruments) Channels

The Top-up of CSC shall also be accomplished through various PPIs channels viz.

- I. **Internet Payment Gateway (IPG) on DMRC Website dmrcsmartcard.com**
- II. **PPIs website recharge**

2.1 Internet Payment Gateway (IPG) on DMRC Website dmrcsmartcard.com: The internet payment gateway (wallet) of the PPIs issuer are to be integrated with the DMRC website for Payment Gateway transactions.

Now when user want to add value in his account, he/she will go to DMRC site, login into the system, select the option for payment like net banking, credit card/debit card & select the CSC number (in case more than one CSC is associated with login ID). The facility has all the security measure as provided for credit/ Debit card/Net Banking transactions through internet.

Now DMRC wants to introduce Prepaid payments channel in the existing Payment gateway.

Depending upon the option chosen by the commuter in above, the payment interface will open up:

- The secure login-page of the PPIs and prompt the commuter to enter his login ID & password; or the code of the prepaid cards.
- the amount equivalent to recharge amount will be debited from the wallet & card will be recharged logically equivalent to the deducted amount.

In the above case the customer is immediately intimated of the success /failure of the transactions and an electronic acknowledgement of payment is displayed.(The customer is then returned from the payment Gateway interface to the DMRC site – thereupon DMRC will also inform the customer about the successful completion of the online premium payment and issue him an acknowledgement/ receipt etc.)

PPIs issuer server will send this information (Engraved ID and Add Value amount) to Add Value Server. After receiving the information of the card Top up the AVM will send to Add value server which will set the flag against this card.

DMRC receives the corresponding credit on max. T+1 days on the basis of successful/failed transactions.

2.2 PPIs Website recharge

The passenger will visits the page of PPIs who are providing online recharge facility to other vendor like mobile, electricity, Gas bill etc.

The PPIs will have to provide the options of DMRC Smart Card options in the recharge list of the of their websites/MOBILE APP version.

In case of Online Mobile wallet facility:

- the integration of the Mobile application for wallet with DMRC system is the responsibility of the PPIs issuer. The interface documents of DMRC System will be provided at the design stage.

The third party website/mobile app will provide the option of DMRC Smart Card recharge in following way:

- The webpage of the website/mobile app 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/UPI. 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.
- DMRC will receive the corresponding credit on maximum in T+1 days on the basis of successful/failed transactions.
- The website/mobile app 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 be 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 ralated to the transaction initiated by the customers; providing prompt support to the customers etc.

The exact methodology will be finalized at the design stage.

- 2.3 The services proposed in the above para 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.

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

- 3.1 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.

- 3.2 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.
- 3.3 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 machine of metro stations immediately after he/she uses any of the specified vendor channels for topping-up.
- 3.4 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.
- 3.5 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.
- 3.6 The Vendor shall furnish periodical reports and other information as per format mutually agreed upon between the parties in writing hereto.
- 3.7 Vendor shall be responsible to take clearance from RBI/ any other agency for settlement of transaction done between Vendor system & DMRC System.
4. **The scope of the services that will be provided by the DMRC**
 - 4.1 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.
 - 4.2 DMRC will facilitate the bidders to take any available fixed inventory within DMRC premises for advertising at prevalent commercial rates.
5. **Information and data security measures:**
 - 5.1 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.
 - 5.2 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.

5.3 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

5.4 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).

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

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

6. Service

6.1 The Vendor shall provide dedicated Relationship Manager to take care of all issues of DMRC commuters arising out of this contract.

6.2 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.

6.3 Complaint status tracking through internet and SMS shall be enabled.

7. DMRC staff training:

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

8. MIS

8.1 Management Information reports may be provided for the transactions done through Internet /Mobile websites.

8.2 The structure, format and periodicity of the reports can be mutually decided by Vendor and DMRC.

8.3 The Vendor shall provide web portal for viewing online transaction history/queries with provision of download of reports.

8.4 The reporting format shall have appropriate filters to retrieve information about specific time period etc.

8.5 The transaction trace from settlement record up to channel where transaction originated will be available – for fraud control.

9. Accounting system:

9.1 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.

9.2 Settlement & Reconciliation Procedure

- 9.2.1 Settlement shall be automatically triggered at pre-defined cut-off time daily.
- 9.2.2 Post settlement, the Vendor shall process & reconcile all transactions performed via all delivery channels.
- 9.2.3 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.
- 9.2.4 **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 5th of the following month in a format & procedure to be mutually devised by the vendor & DMRC during the contract period
- 9.2.5 Post settlement, Vendor shall transfer payment of settlement amount on next day (T+1) by 12:00 hours. Where **T** is the transaction date. At all time, vendor will maintain an advance of Rs 10 lakhs in settlement account.
- 9.2.6 The daily report format, period and methodology of reconciling transactions shall be finalized by DMRC with the successful bidder.

10. Key Dates

The Key Dates for completion of Contract is as follows:

KD	Activities	Dates
KD1	Finalisation of 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

11. Transaction Charges

DMRC will pay 1% of transaction charges for successful transaction with applicable taxes. Payment for this transaction charges will be done on monthly basis.

Appendix -A

List of operational Metro stations of Delhi Metro Rail Project.

S.No.	Stations	S.No.	Stations
1	Dilshad Garden	36	New Delhi
2	Jhilmil	37	Rajiv Chowk
3	Mansrovar park	38	Patel Chowk
4	Shahdara	39	Central Secretariat
5	Welcome	40	Udyog Bhawan
6	Seelampur	41	Lok Kalyan Marg
7	Shastri Park	42	Jorbagh
8	Kashmere Gate	43	INA
9	Tis Hazari	44	AIIMS
10	Pul Bangash	45	Green Park
11	Pratap Nagar	46	Hauz Khas
12	Shastri Nagar	47	Malviya Nagar
13	Inder Lok	48	Saket
14	Kanhaiya Nagar	49	Qutab Minar
15	Keshav Puram	50	Chhattarpur
16	Netaji Subash Place	51	Sultanpur
17	Kohat Enclave	52	Ghitorni
18	Pitam Pura	53	Arjan Garh
19	Rohini East	54	Guru Dronacharya
20	Rohini West	55	Sikandarpur
21	Rithala	56	MG Road
22	Samaypur Badli	57	IFFCO Chowk
23	Rohini Sector - 18	58	Huda City Centre
24	Haiderpur Badli Mor	59	Noida City Centre
25	Jahangirpuri	60	Golf Course
26	Adarsh Nagar	61	Botanical Garden
27	Azadpur	62	Noida Sect 18
28	Model Town	63	Noida Sect 16
29	GTB Nagar	64	Noida Sect 15
30	Vishwavidyalaya	65	New Ashok Nagar
31	Vidhan Sabha	66	Mayur Vihar Ext
32	Civil Lines	67	Mayur Vihar-I
33	Kashmere Gate	68	Akshardham
34	Chandhni Chowk	69	Yamuna Bank
35	Chawri Bazar	70	Indraprastha

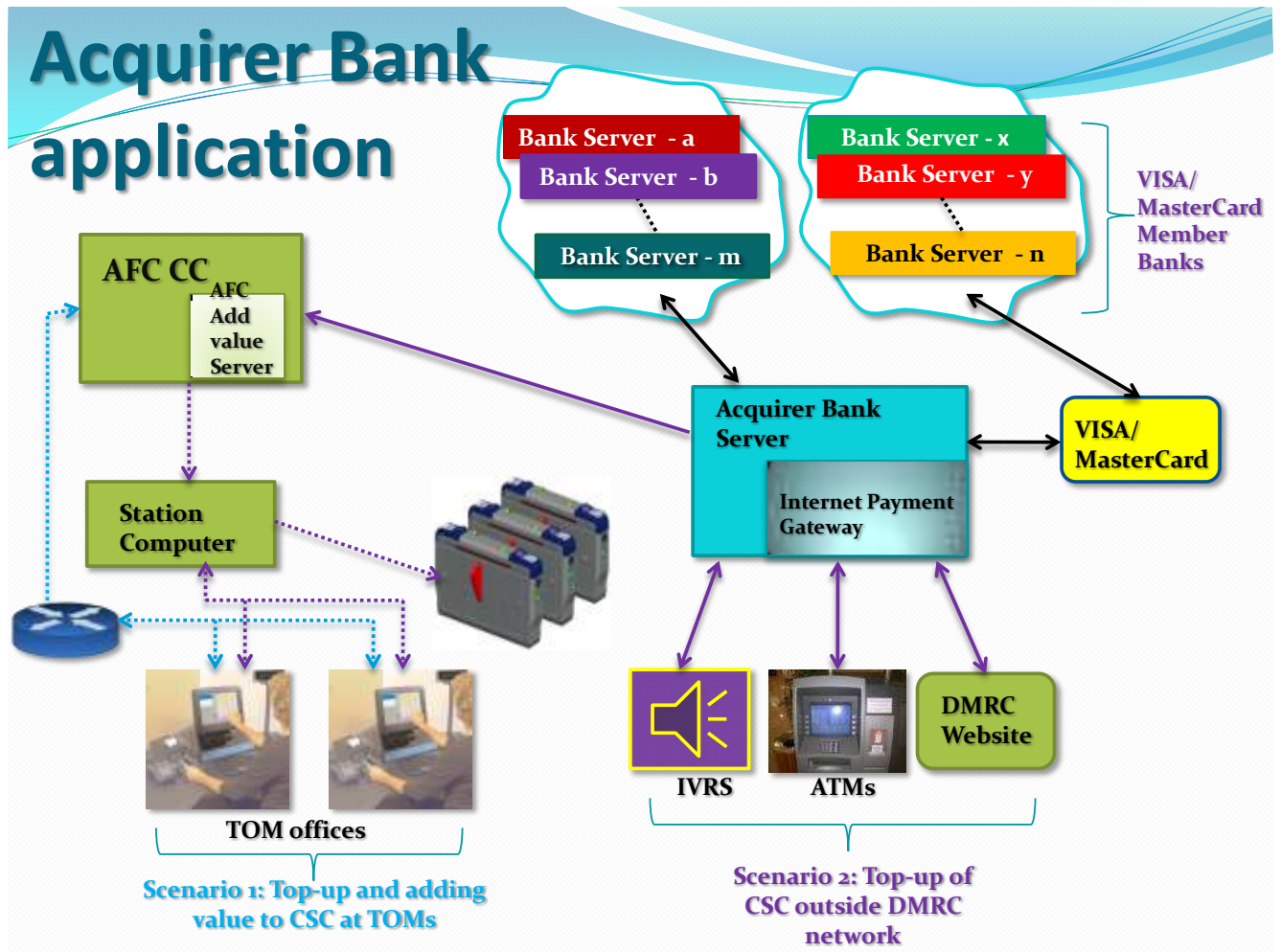
S.No.	Stations	S.No.	Stations
71	Pragati Maidan	106	Karkar Duma
72	Mandi House	107	Preet Vihar
73	Barakhamba Road	108	Nirman Vihar
74	Rajiv Chowk	109	Laxmi Nagar
75	RK Ashram Marg	110	City Park
76	Jhandewalan	111	Bus Stand
77	Karol Bagh	112	Modern Industrial Estate
78	Rajendra Place	113	Tikri Border
79	Patel Nagar	114	Tikri Kalan
80	Shadipur	115	Ghevra Metro Station
81	Kirti Nagar	116	Mundka Industrial Area
82	Moti Nagar	117	Mundka
83	Ramesh Nagar	118	Rajdhani Park
84	Rajouri Garden	119	Nangloi Rly. Station
85	Tagore Garden	120	Nangloi
86	Subash Nagar	121	Surajmal Stadium
87	Tilak Nagar	122	Udyog Nagar
88	Janak Puri East	123	Peera Garhi
89	Janak Puri West	124	Paschim Vihar (West)
90	Uttam Nagar East	125	Paschim Vihar (East)
91	Uttam Nagar West	126	Madi Pur
92	Nawada	127	Shivaji Park
93	Dwaraka Mor	128	Punjabi Bagh
94	Dwarka	129	Ashok Park Main
95	Dwarka Sector - 14	130	Inder Lok
96	Dwarka Sector - 13	131	Satguru Ram Singh Marg
97	Dwarka Sector - 12	132	Kirti Nagar
98	Dwarka Sector - 11	133	Kashmere Gate
99	Dwarka Sector - 10	134	Lal Quila
100	Dwarka Sector - 9	135	Jama Masjid
101	Dwarka Sector - 8	136	Delhi Gate
102	Dwarka Sector - 21	137	ITO
103	Vaishali	138	Mandi House
104	Kaushambi	139	Janpath
105	Anand Vihar	140	Central Secretariat

S.No.	Stations	S.No.	Stations
141	Khan Market	183	Munirka
142	JLN	184	Vasant Vihar
143	Jangpura	185	Shankar Vihar
144	Lajpat Nagar	186	IGD Airport
145	Moolchand	187	Sadar Bazar
146	Kailash Colony	188	Palam
147	Nehru Place	189	Dashrathpuri
148	Kalkaji Mandir	190	Dabri Mor
149	Govindpuri	191	Janak Puri West
150	Okhla	192	Majlis Park
151	Jasola-Apollo	193	Azadpur
152	Sarita Vihar	194	Shalimar Bagh
153	Mohan Estate	195	Netaji Subash Place
154	Tuglakabad	196	Shakurpur
155	Badarpur	197	Punjabi Bagh West
156	Sarai	198	ESI Hospital
157	NHPC Chowk	199	Rajouri Garden
158	Mewala Maharajpur	200	Mayapuri
159	Sector-28	201	Naraina Vihar
160	Badkal Mor	202	Delhi Cantt.
161	Old Faridabad	203	Durgabai Deshmukh South Campus
162	Neelam Chowk Ajrona	204	Sir Vishweshwaraiah Moti Bagh
163	Bata Chowk	205	Bhikaji Cama Place
164	Escorts Mujesar	206	Sarojini Nagar
165	Sant Surdas	207	INA
166	Raja Nahar Singh	208	South Extension
167	Botanical Garden	209	Lajpat Nagar
168	Okhla Bird Sanctuary	210	Trilokpuri
169	Kalindi Kunj	211	Vinod Nagar East
170	Jasola Vihar	212	Vinod Nagar
171	Okhla Vihar	213	I.P. Extension
172	Jamia Milia Islamiya	214	Anand Vihar
173	Sukhdev Vihar	215	Karkar Duma
174	NSIC Okhla	216	Karkarduma Court
175	Kalkaji Mandir	217	Krishna Nagar
176	Nehru Enclave	218	East Azad Nagar
177	Greater Kailash	219	Welcome
178	Chirag Delhi	220	Jafrabad
179	Panchsheel Park	221	Maujpur
180	Hauz Khas	222	Gokulpuri

181	I.I.T	223	Johri Enclave
182	R.K.Puram	224	Shiv Vihar

Appendix B

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



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.
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 1st of any given year to March 31st 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 Shastri park.
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.
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.

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 6
Form of Tender (FOT) /
(APPENDICES)

**APPENDIX- 1
(On Company's Letter Head)**

Letter of Application

(To be submitted and signed by the Bidder's authorized signatory)

Chief General Manager/Contracts,
Delhi Metro Rail Corporation,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110 001

Sub: RFP for Contract OSR-01/2019 : Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge.

Sir,

1. Being duly authorized to represent and act for and on behalf of.....(hereinafter referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for **OSR-01/2019 : Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge. (hereinafter referred to as "Project")**, according to the terms & conditions provided by DMRC.
2. Our Technical & Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are uploaded online on <https://eprocure.gov.in/eprocure/app> as specified.

The Tender Security as per RFP have been deposited before dead line of tender submission as specified in NIT.

3. DMRC and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
4. DMRC and its authorized representatives may contact the following persons for any further information:

Name of the person (s):
Address:
Phone: Fax:

5. This application is made with full understanding that:
 - (a) Bids will be subject to verification of all information submitted at the time of bidding.
 - (b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
 - (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the DMRC and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DMRC. We agree that,

Contract: OSR-01/2019

without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the entire tender security.

Authorised signatory
Name and seal of Bidder

Date:
Place:

Encl:

- 1) The tender security/s as specified in Clause 3.10 for (Rupees _____ only).
- 2) Power Of Attorney for signing of Application Board resolution authorising the signatory (Suggested Format at Annexure 8)
- 3) *Memorandum of Association and Article of Association MOA/AOA*
- 4) Relevant Submissions as per the given Form of Tender

APPENDIX – 2
(On Company's Letter Head)

BILL OF QUANTITIES / PRICING DOCUMENT

We, (name of tenderer) hereby undertake that, the bill of Quantities & Schedule of Payments duly completed in all respect has been uploaded by us in Package 2 (i.e. Financial Package.)

SIGNATURE OF AUTHORIZED SIGNATORY OF TENDERER

APPENDIX – 3
(On Company's Letter Head)

Format for Financial Proposal

(To be submitted and signed by the Bidder's authorised signatory.)

Chief General Manager/Contracts,
Delhi Metro Rail Corporation,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110 001

Sub: "RFP for Contract OSR-01/2019: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document.

1. Upfront Money payable to DMRC as quoted in Bill of Quantity excel sheet.
2. In an event, we are the selected bidder, any failure to deposit Upfront Fee and Security Deposit within 30 days from the issue of LOA would entitle the DMRC to forfeit the tender security.
3. The arithmetical errors will be rectified on the following basis.. If I/we do not accept the correction of errors, this Bid will be rejected & tender security will be forfeited.
4. GST on services as applicable and other applicable taxes will also be paid by us/me in addition to the aforesaid charges.

This offer is being made by us/me after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the scope of Work, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory
Name and seal of Bidder

Date:
Place:

APPENDIX – 4

(Notarized on Stamp Paper of Requisite Value as per Applicable Law)

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information/responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid for the Project.

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

For.....
Accepted

..... (Signature)
(Name, Title and address) of the Attorney

..... (Signature)
(Name, Title and Address) of Executant

Note:

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

APPENDIX - 5
Affidavit

(Notarized on Stamp Paper of Requisite Value as per Applicable Law)

I,, S/o,resident of, the(insert designation) of the(insert name of the single bidder/consortium/ JV member if a consortium/ JV), do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of(insert name of company) (hereinafter referred to as "Bidder") and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the Bidder.

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") **Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge.** (hereinafter referred to as "Project") Request For Proposal ('RFP') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.

4. I say that if at any point of time including the Contract Period, DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.

Contract: OSR-01/2019

6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION :-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of.....,2018.

DEPONENT

**Appendix-6
(On Company's Letter Head)
General Information of the Bidder**

Legal Name of Firm (Tenderer)													
Legal status of the Firm (Tenderer)	Please tick the appropriate category : <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 80%;"> <tr> <td style="width: 30px; text-align: center;">1.</td> <td style="width: 70%;">Sole Proprietorship Firm</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Partnership Firm</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Private Limited Company</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Public Limited Company</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	1.	Sole Proprietorship Firm	<input type="checkbox"/>	2.	Partnership Firm	<input type="checkbox"/>	3.	Private Limited Company	<input type="checkbox"/>	4.	Public Limited Company	<input type="checkbox"/>
1.	Sole Proprietorship Firm	<input type="checkbox"/>											
2.	Partnership Firm	<input type="checkbox"/>											
3.	Private Limited Company	<input type="checkbox"/>											
4.	Public Limited Company	<input type="checkbox"/>											
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication													
Tenderer's authorized signatory (name, designation, address, contact no.)													
Tenderer's authorized representative (name, designation, address, contact no.)													
<p>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER:</p> <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) Authorization/Notarised POA in favour of authorized signatory of tenderer to sign the tender. <p>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.</p>													
Signature of Authorized Signatory _____													
Name of Authorized Signatory _____													

**Appendix- 7
(On Company's Letter Head)**

(Declaration as per Clause 3.5.2 of Eligibility Criteria of RFP)

It is to be declared that M/s..... have facilities for payment through Credit card/debit card /net banking or any other method of Payment

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors
(with seal & registration no.)

Date:

**Appendix- 8
(On Company's Letter Head)**

(Declaration as per Clause 3.5.3 of Eligibility Criteria of RFP)

It is to be declared that M/s..... has been carrying out minimum 1000 e commerce transactions per day.

CA certified Transaction statements are enclosed.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors

(with seal & registration no.)

Date:

**APPENDIX – 9
(On Company’s Letter Head)**

(Undertaking as per Clause 3.5.5 of Eligibility Criteria of RFP)

Regulatory Compliance undertaking

All regulatory compliance shall be fulfilled by us during the contract period.

Authorized signatory
Name and seal of Bidder

Date:
Place:

**APPENDIX – 10
(On Company’s Letter Head)**

(Undertaking as per Clause 3.5.6 of Eligibility Criteria of RFP)

Undertaking for Local set-up in Delhi/NCR

We have a local office set-up in Delhi/NCR for operations and support to DMRC at below Mentioned address:

.....
.....
.....

(proof of local set-up in Delhi/NCR is enclosed herewith)

OR

At present we don’t have a local office set-up in Delhi/NCR for operations and support. Our Registered address is as follows:

.....
.....
.....

We undertake that M/sshall set-up local office in Delhi/NCR for operations and support to DMRC in case of award of LOA to them for the work Contract OSR-01/2019: Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge.

Authorized signatory
Name and seal of Bidder

Date:
Place:

APPENDIX – 11
(On Company’s Letter Head)

(Undertaking as per Clause 3.5.7 of Eligibility Criteria of RFP)

Details of 2 letters of satisfactory performance of e-commerce services (integration with other parties) as per clause 3.5.7 of Eligibility Criteria of RFP are as follows:

Sl.	Name of Organization	Scope undertaken	satisfactory performance Certificate	Customer contact Name, email & phone number
Work 1			Certificate is Enclosed	
Work 2			Certificate is Enclosed	

Authorized signatory
Name and seal of Bidder

Date:
Place:

APPENDIX - 12
(On Company's Letter Head)

(Undertaking as per Clause 3.5.8 of Eligibility Criteria of RFP)

I hereby declare that our no associate company is bidding for the Contract OSR-01/2019 : Selecting Third party website/Mobile app for online and mobile transaction for DMRC smart card recharge.

Authorized signatory
Name and seal of Bidder

Date:
Place:

**APPENDIX - 13
(On Company's Letter Head)**

(Undertaking as per Clause 3.5.8 of Eligibility Criteria of RFP)

I hereby declare that our no subsidiary company is bidding for the Contract OSR-01/2019 : Selecting Third party website/Mobile app for online and mobile transaction for DMRC smart card recharge.

Authorized signatory
Name and seal of Bidder

Date:
Place:

APPENDIX- 14

(On Company's Letter Head)

**Undertaking for corrupt and fraudulent practice
(As Per Clause 3.15.2 of RFP)**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been , or will be, paid and that the tender price will not any such amount.

Stamp &Signature of Tenderer

NOTE:

1. The undertaking shall be signed by authorized signatory of the tenderer .

APPENDIX- 15

(On Company's Letter Head)

(As Per Clause 3.15.2 of RFP)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm that we have considered for these in our tender submission and our financial bid. We also confirm our unconditional acceptance to all the terms and conditions of tender document.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Appendix- 16
(On Company's Letter Head)

(Undertaking as per clause (As Per Clause 3.15.2 of RFP))

We do hereby undertake that DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded / terminated by DMRC / Any other Metro Organisation (100% owned by Govt.), after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. The undertaking shall be signed by authorized signatory of the tenderer.

**FORM OF TENDER- Appendix- 17
(On Company's Letter Head)**

(Undertaking as per (As Per Clause 3.15.2 of RFP))

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in the Works awarded by DMRC / Any other Metro organisation (100 % owned by Govt.) contract of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of the previous month of tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

APPENDIX- 18
(On Company's Letter Head)

(UNDERTAKING FOR FINANCIAL STABILITY)

(Ref. Clause **(As Per Clause 3.15.2 of RFP)**)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

APPENDIX- 19

(On Company's Letter Head)

**Undertaking for disclosure of information under RTI Act
(Ref. As Per Clause 3.15.2 of RFP)**

We are aware that Delhi Metro Rail Corporation Ltd is required to furnish information to applicants under Right to Information (R.T.I) Act which may include information pertaining to us. We do hereby give our unconditional consent to DMRC for providing the information/records to the applicants as 'third party' information under R.T.I Act except for the following matters:

- 1.
- 2.
- 3.

Stamp & Signature of Tenderer
(Each member in case of JV)

APPENDIX- 20

REFUND OF EMD THROUGH NEFT/ RTGS

(As Per Clause 3.15.2 of RFP)

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Account Type:
7. Account Number:
8. IFS Code of the bank Branch:
9. MICR Code of the Bank Branch:
10. Whether a cancelled Cheque of the Bidder/Firm submitted: Yes or No (Please tick)
(A canceled cheque to be enclosed)

Certified that the information furnished above is correct.

Signature of the Authorized person of the
Firm/ bidder with seal & Date

**Appendix-21
(On Company's Letter Head)**

CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION				
Open E-Tender, in Two Bid System for Contract OSR-01/2019 Selecting Third party websites/ Mobile app for online and mobile transaction for DMRC smart card recharge				
Name of the Firm/Tenderer : M/s				
Sl. No.	Item	Submitted		Referen ce Page No. in the Technic al Submitt al
		Yes	No	
CHECK SHEET FOR TECHNICAL SUBMISSION				
1	Tender Cost and Tender security (EMD) Details			
1.1	Tender Cost of requisite amount deposited as per NIT.			
1.2	Tender security of requisite amount deposited as per NI.			
2	NOTARISED POWER OF ATTORNEY			
2.1	Copy of Notarised POA/authorization in favour of authorized signatory of tender documents.			
2.2	Board Resolution			
2.3	Documents of constitution of the legal entity (/ Memorandum and Articles of Association),.			
3	DOCUMENTS REQUIRED AS PER CONTRACT			
3.1	Letter of Application, Appendix-1.			
3.2	Undertaking for submission of duly completed BOQ/ PRICING DOCUMENT, Appendix-2.			
3.3	Format for Financial proposal, Appendix-3.			
3.4	Format for Power of Attorney, Appendix-4.			
3.5	Affidavit, Appendix-5.			
3.6	General information about tenderer, Appendix-6.			
3.7	Declaration for facilities of payment through Credit card/debit card /netbanking or any other method, Appendix-7			

3.8	Declaration for minimum 1000 e commerce transactions per day, Appendix-8			
3.9	Regulatory Compliance under, Appendix-9.			
3.10	Undertaking for Local set-up in Delhi/NCR, Appendix-10.			
3.11	Satisfactory performance of e-commerce services, Appendix-11.			
3.12	Declaration for no associate company bidding, Appendix-12			
3.13	Declaration for no subsidiary company bidding - Appendix-13			
3.14	Undertaking For Corrupt & Fraudulent Practice- Appendix 14			
3.15	Undertaking for downloaded tender documents- Appendix-15			
3.16	Undertaking For Not Banned business- Appendix-16			
3.17	Undertaking For Not Being Penalized in a Contract- Appendix 17			
3.18	Undertaking For Financial Stability- Appendix 18			
3.20	Undertaking for disclosure of information under RTI Act- Appendix-19			
3.21	Details of refund of EMD through NEFT/RTGS- Appendix-20			
3.22	CHECK LIST-Appendix-21			
4	ADDITIONAL REQUIREMENTS			
4.1	PAN No. submitted by tenderer.			
4.2	GST registration number			
CHECK SHEET FOR FINANCIAL SUBMISSION				
Documents required to be submitted along with the Technical Package				
1	Priced Bill of Quantities.			
Note: The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.				

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

(Signature of Tenderer)