

Addendum and Corrigendum-4

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



Surat Smart City Development Limited

ADDENDUM AND CORRIGENDUM-4

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

The Bidders are requested to take note of the following changes made in the RFP document, which are to be taken in to account while submitting the RFP. They shall be presumed to have done so and submitted the RFP accordingly.

- This Addendum and Corrigendum shall be the part of the RFP documents.
- Content specified in this Addendum and Corrigendum supersede relevant content to that effect as provided in the original RFP documents and earlier Addenda & Corrigenda thereto. All other specifications, terms and conditions of the original RFP document shall remain unchanged.
- The queries raised and given by bidders, but the clarifications are not made in this Addendum and Corrigendum shall be considered to remain unchanged as per the terms and conditions mentioned in the original RFP documents.
- Bidders shall read and consider following points, which shall be a part of the RFP documents.

Highlighted Colour	What does it indicate?
No highlight	Indicates content as per original RFP document or earlier Addenda & Corrigenda
Highlighted in Blue	Indicates amendment as per this Addendum and Corrigendum-4

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Sr. No.	Tender Reference	Existing Clause	Amended / New Clause
1.	RFP Part 1 – Definitions, Page No. 9 (Definition of “License” stands added)	(Definition of “License” stands as per the Column – Amended/New Clause).	22. License License constitutes the permission from the Authority to use its brand name in co-branded City Payment Card along with rights to get or make payments as specified in Appendix-2, which Authority shall share/collect with/from Licensee in lieu of the performance of scope of work and other obligations specified in RFP and Addenda & Corrigenda thereto.
2.	RFP Part 1, 1.6.4, Page 17	(v) For any delay in settlement of daily cash collection/card based transaction to SMC Merchant’s accounts beyond T+2 days, the Authority reserves the right to deduct the Damages as amount by charging interest rates of 12% per annum for any additional period for which cash settlement is delayed.	(v) For any delay in settlement of daily cash collection/card based transaction to SMC Merchant’s accounts beyond T+2 days, the Authority reserves the right to deduct the Damages as amount by charging interest rates of 12% per annum for any additional period for which cash settlement is delayed provided the delay is attributable to the Licensee.
3.	RFP Part 1, 2.6.1, Page 20	2.6.1 BIDDING PROCESS (a) The Authority invites proposal through e-tendering process. (b) Submission of the Technical Bid The “Technical Bid” shall be put in a large envelop having two separate envelopes containing <ul style="list-style-type: none"> • Envelope-1: Bid documents, Addenda & Corrigendum if any, duly filled Technical Bid along with all necessary supporting bid documents 	2.6.1 BIDDING PROCESS (a) The Authority invites proposal through e-tendering process. (b) Submission of the Technical Bid The “Technical Bid” shall be put in a large envelop having two separate envelopes as per clause 4.4

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		including solvency certificate and super scribed as “Technical Bid” . Envelope-2: Bid Fee and Earnest Money Deposit (EMD) and shall be super scribed as “Bid Fee & EMD”	
4.	RFP Part 1, Sec 2. Page 26 (Clause related to Limitation of Liability stands added)	(Clause related to the Limitation of Liability stands added as per the Column – Amended/New Clause).	2.14 LIMITATION OF LIABILITY (a) Except in case of gross negligence or willful misconduct on the part of the Licensee or on the part of any person or Firm acting on behalf of the Licensee in carrying out the Services, the Licensee, with respect to damage caused by the Licensee to the SSCDL/SMC’s property , shall not be liable to the SSCDL/SMC: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds a fixed amount equal to estimated project cost submitted online as part of Appendix 6. (b) This limitation of liability shall not affect the Licensee’s liability, if any, for damage to Third Parties caused by the Licensee or any person or Firm acting on behalf of the Licensee in carrying out the Services or any obligation of the Licensee to indemnify the Authority with respect to intellectual property rights infringement claims.
5.	Part-1: 5.2 Technical	# Criteria Maximum Marks	# Criteria Maximum Marks

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	<p>Evaluation Parameters, Page 33</p>	<p>3. Average daily volume (count) of Card/ mobile based financial transactions (in number) in Smart card based payment solution project for Transit system/Toll Solution/ City wide payment solutions/any other project for which the Bidder has undertaken (either implemented or in process of implementation) Card Services either as a single Bidder or along with its Technical Partner (Card Hosting/ Clearing House Solution / establishing Top up facilities through Banking Channels /and acted as a Co- Branded Partners and /or have retail merchants)</p> <ul style="list-style-type: none"> - For 20,000 transactions – 10 marks - Every additional 10,000 transactions (max 20,000 transactions) – 5 marks 	<p>20</p>	<p>3. Average daily volume (count over a period of continuous 90 days) of Card/ mobile based financial transactions (in number) in Smart card based payment solution project for Transit system/Toll Solution/ City wide payment solutions/any other project for which the Bidder has undertaken (either implemented or in process of implementation) Card Services either as a single Bidder or along with its Technical Partner (Card Hosting/ Clearing House Solution / establishing Top up facilities through Banking Channels /and acted as a Co- Branded Partners and /or have retail merchants)</p> <ul style="list-style-type: none"> - For 20,000 transactions – 10 marks - Every additional 10,000 transactions (max 20,000 transactions) – 5 marks 	<p>20</p>
<p>6.</p>	<p>RFP Part 1, Sec 8. MISCELLANEOUS, Page 47 (Clause related to Force Majeure stands added)</p>	<p>(Clause related to the Force Majeure stands added as per the Column – Amended/New Clause).</p>	<p>8.3 FORCE MAJEURE</p> <p>Force Majeure Event means occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement (“Affected Party”), which act or event satisfies all the following conditions:</p>		

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			<ul style="list-style-type: none">(i) are beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;(ii) the Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care;(iii) does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and(iv) any consequences of which, prevent, hinder or delay in whole or in part the performance by such Party of its obligations under this Agreement. <p>Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.</p> <ul style="list-style-type: none">(v) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industry wide or state wide or India wide strikes or industrial action which prevents the operation of the Project, Facilities and Facilities sites for a period exceeding a continues period of 15 (Fifteen) days in an accounting year.
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			<ul style="list-style-type: none">(vi) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Project Site by the Licensee or any affiliate of the Licensee or any Contractor or any such affiliate or any of their respective employees, servants or agents;(vii) strikes, go-slows and/or lockouts or other industrial action or labour dispute which are in each case widespread, nationwide or political and other than those involving the Licensee, Contractors or their respective employees/representatives or attributable to any act or omission of any of them.(viii) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;(ix) Epidemic or plague within India;(x) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Project Site.
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			<p>(xi) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Licensee in any proceedings for reasons other than failure of the Licensee to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of Licensee Agreement or exercise of any of its rights under of Licensee Agreement by the Authority;</p> <p>(xii) any public agitation which prevents the operation of the Facility for a continuous period exceeding 15 (Fifteen) days in an accounting year.</p> <p>(xiii) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Licensee.</p> <p>(xiv) any event or circumstances of a nature analogous to any events set forth above within India.</p> <p>8.3.1 Procedure in case of Force Majeure Event</p> <p>(a) If a Party (Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:</p> <ul style="list-style-type: none">(i) the Force Majeure Event(s) that has occurred;(ii) the date of commencement, nature and estimated duration of such event of Force Majeure Event and
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			<p>(iii) the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.</p> <p>(iv) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event</p> <p>(v) any other relevant information.</p> <p>(b) Within a reasonable time following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.</p> <p>(c) No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.</p> <p>(d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.</p> <p>(i) Where the Affected Party is the Licensee and the Force Majeure Event has reduced the Licensee incapable /unable to perform the Scope of work, then in such an event the Payment for Services</p>
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			<p>shall stand suspended until such time as the Licensee resumes activities in terms of the Licensee Agreement.</p> <p>(ii) Authority shall not forfeit Licensee’s Performance Security or charge liquidated damages or terminate the Licensee Agreement for default, if and to the extent that delay in performance or failure to perform Licensee’s obligations under the Licensee Agreement is the result of an event of Force Majeure.</p> <p>(iii) The Authority shall extend the License Period equivalent to the time Period for which Force Majeure subsists.</p>
7.	RFP Part 1, Appendix 2: CONTENT AND FORMAT OF PRICE PROPOSAL, Page No. 67	(f) Either Party shall make Payment quarterly as per the terms specified in Draft License Agreement.	<p>(f) The payment to the bidder will be made monthly on the basis of invoice raised against the “Percentage of income generated from the co-branded card based transactions in SMC Merchant Services which SSCDL/Authority shall share with Selected Bidder” and “Per card personalization charges (INR)”.</p> <p>The Revenue Share by the Bidder to SSCDL declared as per Table-B for the year, will also be made as equal monthly payments to the Authority.</p>
8.	RFP Part 1, Appendix 6, Page 75	<p>Appendix 6: BILL OF QUANTITIES</p> <p>[Note: Must be submitted online, not to be sent physically]</p> <p>This section comprises of Bill of Quantities required in each service area. The Bidder shall have to provide rates,</p>	<p>Appendix 6: BILL OF QUANTITIES</p> <p>[Note: Must be submitted online, not to be sent physically]</p> <p>This section comprises of Bill of Quantities required in each service area. The Bidder shall have to provide rates, make and Models for each BOQ item along with overall</p>

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		make and Models for each BOQ item in separate envelope along with Originals of Technical Proposal.	project cost estimated for 7 years. The details must be submitted online.				
9.	RFP Part 1, Appendix 6, Page 78 (Table for Estimated Project Cost stands added in Appendix 6).	<p>(Table for Estimated Project Cost stands added in Appendix 6 as per the Column – Amended/New Clause).</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Apart from the above stated quantity, necessary infrastructure as per Clause No. 1.6.5 at approx. 1000 service delivery touch points outside SMC environment to be setup by the selected bidder. 2. The printing facility including consumables must be provided by the bidder at every POS terminal either incorporated in validator or attached printer for ticket issuance and receipt generation. The BOQ for such items needs to be provided by the bidder. 	<p>Estimated Project Cost [Note: Must be submitted online, not to be sent physically]</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Value in INR</th> </tr> </thead> <tbody> <tr> <td>Overall Project Cost estimated for entire contract period of Seven Years</td> <td></td> </tr> </tbody> </table> <p>Notes:</p> <ol style="list-style-type: none"> 1. Apart from the above stated quantity, necessary infrastructure as per Clause No. 1.6.5 at approx. 1000 service delivery touch points outside SMC environment to be setup by the selected bidder. 2. The printing facility including consumables must be provided by the bidder at every POS terminal either incorporated in validator or attached printer for ticket issuance and receipt generation. The BOQ for such items needs to be provided by the bidder. 	Item	Value in INR	Overall Project Cost estimated for entire contract period of Seven Years	
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