

RAJASTHAN STATE ROAD TRANSPORT CORPORATION

Head Office, Parivahan Marg, Chomu House, Jaipur

Ref. No.:F3/ST/IT/57/2020/ 641

Date 24/08/2020

E-Tender Notice

for Selection of Issuer/Acquirer for Digital Payment using NCMC cards at RSRTC
Rajasthan State Road Transport Corporation, Jaipur invite bids from eligible bidders who have necessary qualifications and experience to carry out the work of **for Selection of Issuer/Acquirer for Digital Payment using NCMC cards at RSRTC** in a time bound manner. The bidders who are interested in bidding can download the RFP from our website <https://eproc.rajasthan.gov.in> <https://rsrtc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in> from 24th Aug 2020 onward.

Details of this tender notification and eligibility criteria are given as below:

Srl	Event's Name	Date & Time
1	Issue of NIT	24/08/2020 12:00PM
2	Issue of RFP for Sale	24/08/2020 12:30PM
3	Queries on RFP for Pre Bid Meeting should reach RSRTC (in soft copy). RSRTC shall not liable to answers the queries received after this date.	30/08/2020 04:00PM
4	Issue of Corrigendum, if any	04/09/2020 04:00PM
6	Submission of Response of RFP	15/09/2020 03:00PM
7	Opening of Technical Proposal	15/09/2020 05:00PM
8	Opening of Financial Proposal of the Technically Qualified Bidder	Will be intimated latter
9	RFP Document Fee	Rs. 5,000/- favour of "Financial Advisor, RSRTC", payable at Jaipur
10	Bid Security Deposit	Rs. 14,50,000/- favour of "Financial Advisor, RSRTC", payable at Jaipur
11	Processing Fee RISL	Rs. 1000/- favor of "Managing Director, RISL", payable at Jaipur

Note:- 1. All above events will be held at Rajasthan State Road Transport Corporation, Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan.

2. In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

For tender process tenderer shall obtain the user ID and Password for participating in e-tendering system through website <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and Contact NO.0141-4022688 (Help dsh 10.00 AM to 06.00 PM on all working days).

NOTE:

1. Detailed notification / tender documents can be down loaded from website <https://eproc.rajasthan.gov.in>. Details of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on website www.rsrtc.rajasthan.gov.in. Tenders are to be submitted on line in electronic format on website <https://eproc.rajasthan.gov.in>
2. Corrigendum's/modifications/corrections if any will be published on the website <https://eproc.rajasthan.gov.in>.
3. Conditional/ incomplete tender will be rejected.

4. Bidders who wish to participate in this tender will have to register on <https://eproc.rajasthan.gov.in>. (Bidders registered on <https://eproc.rajasthan.gov.in> before request of tender documents to participate in online tenders Bidders will have to procure digital signature certificate (type II or type III) as per information technology Act- 2000 using which they can sign their Electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS saftcrypt, m Ncode etc or they may contact e-procurement cell, Department of IT & c; government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
5. Bidders shall submit their offer online in Electronic formats both or technical and financial proposal, however, Demand draft for tender fees, processing fees and earnest money of technical / price bid & financial bid should be submitted manually or through courier in the office of Executive Director (Traffic), RSRTC, Head Office, Parivahan Marg, Jaipur before last date and time of opening of technical / price bid and scanned copy of the Demand Draft should also be uploaded along with the online bid.
6. The Managing Director, RSRTC reserves the right to accept or reject any or all the tenders without assigning reasons thereof. The quantity of item to be purchased can be increased or decreased without assigning any reasons.
7. RSRTC reserves the right for verification of any information / documents furnished by the bidders in the interest of the corporation.
8. Earnest money of technical bid/ financial bid in the shape of demand draft payable to the Financial Advisor, RSRTC, Jaipur should be submitted before opening the bid.
9. Before electronically submitting the tenders it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
10. Training for the bidders on the usage of e-tendering system is also being arranged by RISL on regular basis. Bidders interested on training may contact e-procurement cell RISL for booking the training slot.
11. Bidders are also advised to refer "Bidders manual" available under "downloads" section for further details about the e-tendering process.
12. Best offer be submitted and likely "No negotiation".
13. Financial bids shall be considered only after evaluation of Technical bids.
14. Tenders without BSD shall be rejected.

Tender documents can be downloaded from online website

<https://eproc.rajasthan.gov.in>. If tenderer wish to participate in the tender then they have to make a payment processing fee as mentioned in the above table in the form of Demand Draft in favour of "Managing Director, RISL through Courier or by personnel before last date and time of the request of tender documents and also tender document fee, earnest money of Technical and Financial bids which is mentioned in the above table be submitted to RSRTC in the form of DD in favour of FA, RSRTC, Jaipur and be delivered to the undersigned before last date and time of the submission of the tender. If any bidder wishes he can forward/submit hard copy of the offer also but soft copy of tender documents is mandatory.

For further details you can visit online visit <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and Contact No.0141-4022688 (Help Desk 10.00 AM to 06.00 PM on all working days).

Eligibility Criteria	
A.	<ul style="list-style-type: none"> ▪ The Bidder should be a Nationalized Bank or Scheduled Bank (included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934) or Technical Service Provider (TSP) should be Indian Company(s) registered under the Indian Companies Act 1956, and/or any other legal entity registered in Indian Law. (Enclosed: Certificate) ▪ Consortium up-to three firms are allowed, subject to fulfillment of conditions laid down in RFP. The consortium shall not consist of more than three companies/corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Prime Bidder" and having 51% share holding for this bid. However, every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Prime bidder shall be responsible for overall execution of the project and all the penalties.
B.	The Bidders shall have positive net worth in last three financial years. (Enclosed: CA Certified Audited Balance Sheet)
C.	The bidder must have completed at least one project of similar nature to the requirement in this RFP. Project of similar nature means projects where the Bank/TSP to enable open loop NCMC or EMV contactless based card system. For that purpose, TSP to be Issuer/Acquirer for the claimed projects. Similar projects may include implementation in State Transport, Metro Rail projects, Smart City projects including transit as a part. (Enclosed: Client Certificate)
D.	The Bidder should have its financial switch certified for issuing/acquiring transactions of Debit/ Credit/Prepaid Cards in India. The bank should also be certified for issuing/acquiring transactions of NCMC or EMV contactless cards (Debit/ Credit/Prepaid) as per the defined specification. (Enclosed: Proof)
E.	The bidder and its consortium members must issue at least 10,000 NCMC/EMV contactless Cards/Prepaid Cards on its issuance platform in last three years from the date of submission of the bid. (Enclosed: Client Certificate)
F.	The bidder should have its issuer host certified for instant issuing of NCMC or EMV cards.
G.	Bidder shall not be blacklisted/ banned/debar by any Central/State Government /PSU/ Government Agencies. An undertaking on Rs. 500/- Non-judicial stamp paper to be submitted. (Enclosed: Annexure -)
H.	The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal. (Enclosed : Proof)
I.	The Bidder should have at least one operational office in Rajasthan. (Enclosed : Proof)

The rest terms and conditions are as per RFP.


Executive Director (Traffic)

RFP for
selection of issuer/acquirer for digital payment
using NCMC cards at RSRTC

No.F3/HO/ST/IT/57/2020/641
Date 24/08/2020

Rajasthan State Road Transport Corporation
IT Cell Head Office, Jaipur

Contents

1. ABOUT RSRTC:	5
2. PURPOSE OF THE BID:	5
3. RFP ISSUER:	5
4. PRICE OF RFP	5
5. NON-TRANSFERABLE RFP	6
6. BID SUBMISSION	6
7. CORRESPONDENCE AND SUBMISSION DETAILS:	6
8. KEY EVENTS:	7
9. ELIGIBILITY CRITERIA:	8
10. BID SECURITY DEPOSIT:	9
11. PERFORMANCE SECURITY DEPOSIT:	10
12. INSTRUCTION TO BIDDER:	10
12.1 Prevailing of Law:	10
12.2 Amendment of RFP Document	10
12.3 Language of Bids	11
12.4 Bid Price	11
12.5 Firm Price	11
12.6 Authorized Signatory	12
12.7 Period of Validity of Bid	12
12.8 Local Conditions	12
12.9 Conflict of Interest	13
12.10 Right to vary quantity	13
12.11 Last date of Receipt of the Bid	13
12.12 Evaluation of Bids	13
12.13 Criteria for Evaluation of Bids	14
12.14 Evaluation Criteria for Technical Proposal	14
12.15 Evaluation Criteria for Financial Proposal	16
12.16 Ranking of proposals (QCBS)	16
12.17 RSRTC Right to accept any bid or Reject any or all bids	16
12.18 Annulment of Award	16
12.19 Tax Liability	16
13. SCOPE OF WORK:	18
13.1 NCMC Smart Card:	18
13.1.1 Core objectives:	18
13.1.2 Current Process:	18
13.2 MIS System:	21

13.3	Data Center and Recovery Center on Cloud:	22
13.4	To be Situation Assessment	22
13.5	National Common Mobility Card Program- Functional Architecture	23
13.6	Ticket Transaction Process Flow	24
14.	Scope of the services to be provided by Bidder/TSP	25
15.	ACCOUNTING SYSTEM	26
16.	INFORMATION AND DATA SECURITY MEASURES	27
17.	OBLIGATIONS OF RSRTC:	28
18.	TRAINING OF RSRTC USERS	28
19.	MAINTENANCE:	28
20.	DOCUMENTATION:	29
21.	PROJECT IMPLEMENTATION PLAN:	29
22.	PAYMENT TERMS:	30
23.	KPIs AND MIS:	31
24.	CONTRACT PERIOD:	33
25.	THIRD PARTY AUDIT:	33
26.	CHANGE MANAGEMENT:	34
27.	LIQUIDATED DAMAGE:	36
28.	TERMINATION:	36
29.	DISPUTE RESOLUTION:	37
30.	First Appellate Authority:	37
31.	INDEMNITY:	38
32.	LIMITATION OF LIABILITY:	38
33.	INTELLECTUAL PROPERTY RIGHTS:	38
34.	GOVERNING LAW AND JURISDICTION:	38
35.	WAIVER:	39
36.	OPERATIONS AND SERVICE STANDARDS:	39
37.	COUNTERPARTS:	39
38.	SEVERABILITY:	39
39.	ASSIGNMENT:	39
40.	RELATIONSHIP BETWEEN PARTIES:	39
41.	FINANCIAL BID:	40
42.	DRAFT AGREEMENT:	41
43.	DEPOTS LOCATIONS:	45
44.	ANNEXURES:	46
	Annexure-1	46
	Covering Letter for Technical Bid:	46

Annexure-2	47
Declaration by the Bidder	47
Annexure-3	48
Format for “Request Clarification”	48
Annexure-4	49
Compliance with the Code of Integrity and No Conflict of Interest:	49
Annexure-5	51
Grievance Redressal during Procurement Process:	51
Annexure-6	54
Certificate of Conformity / No Deviation	54
Annexure-7	55
Certificate of Conformity / No Deviation by OEM	55
Annexure-8	56
Manufacturer Authorization Form (MAF)	56
Annexure-9	57
Bank Guarantee Format – Bid Security	57
Annexure-10	60
Bank Guarantee Format – Performance Security Deposit (PSD)	60
Annexure-11	63
Format for Consortium Agreement	63
Annexure-12	68

1. ABOUT RSRTC:

Rajasthan State Road Transport Corporation is the Rajasthan State Government establishment for providing interstate and intercity bus services. Currently, RSRTC is the largest intercity bus transport service provider in Rajasthan.

It was established on 1st October 1964 under Road Transport Act 1950, with headquarter in Jaipur. Initially it was started with 421 buses, running forty five thousand kilometers among 8 Depots and carries twenty nine thousand passengers daily. Right now RSRTC have 4500 buses and 56 depots which runs sixteen lacs kilometer and carry 10 lacs passengers daily. Currently, RSRTC provide services in Rajasthan, Gujarat, Haryana, Uttar Pradesh, Delhi, Himachal Pradesh, Uttarakhand, Madhya Pradesh, Jammu & Kashmir, Chandigarh and Maharashtra.

At present RSRTC have ordinary, express, deluxe, semi-deluxe, a/c buses, Luxury Services (Volvo, Scania) and sleeper buses in his fleet.

2. PURPOSE OF THE BID:

The RSRTC is already running this project for concessional and monthly pass holders since 2013. Currently this project is expired and is being operated on the extension. At present, the benefit of this facility is being provided to the passengers from more than 90 counters of 56 depots and so far about 13 lakh smart cards have been issued.

RSRTC intends to invite proposals through this RFP from eligible bidders for the Selection of Issuer/Acquirer Bank/TSP for Digital Fare Collection using NCMC Cards. This will also include the provision of allied banking applications as per the requirement of RSRTC. The Technical Bid and the Financial Bid need to be submitted by eligible bidders as described in this RFP.

3. RFP ISSUER:

RFP Issuer Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan.

4. PRICE OF RFP

The price of this RFP document is Rs. 5,000/- (Rupee Five Thousand Only) inclusive of all taxes. This amount will be Non-Refundable. Bidders have to pay the cost of the RFP in the form of Cash/DD/Bankers Cheque which should be in favour of "Financial Advisor,

Rajasthan State Road Transport Corporation” payable at Jaipur. RFP Document should be downloaded from RSRTC website i.e. <http://rsrtc.rajasthan.gov.in> or <https://www.eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>

5. NON-TRANSFERABLE RFP

This Request for Proposal (RFP) is not transferable. The bidder, to whom the Bid has been issued, only can participate in the bid.

6. BID SUBMISSION

The bidders are expected to submit their offers in two parts namely, “Technical Bid” and “Financial Bid” in the format has given in this document.

- i. **Technical Bid:** All the requested documents along with fee submitted by the firm will be scanned and uploaded on E-Procurement Portal as mentioned in the NIB.
- ii. **Financial Bid:** Financial Bid forms must be submitted as prescribed format of BoQ (Bill of Quantity) in (.xls) only.

7. CORRESPONDENCE AND SUBMISSION DETAILS:

Bid Inviting Authority:

The Executive Director (Traffic)
Rajasthan State Road Transport Corporation,
Head Office, ParivahanMarg, Chomu House,
Jaipur - 302001, Rajasthan

Contact for Technical Issues:

The DGM (IT)
Rajasthan State Road Transport Corporation
Head Office, ParivahanMarg, Chomu House,
Jaipur - 302001, Rajasthan
Tel No — 0141-2360254 / 95492 34592
Website: <http://transport.rajasthan.gov.in/rsrtc>
E-mail: dgmit.rsrtc@rajasthan.gov.in

8. KEY EVENTS:

S.No.	Event's Name	Date & Time
1	Issue of RFP for Sale	24-08-2020; 12:00PM
2	Pre Bid Meeting	24-08-2020; 12:30PM
3	Issue of Corrigendum, if any	04-09-2020; 04:00PM
4	Submission of Response of RFP	15-09-2020; 03:00PM
5	Opening of Technical Proposal	15-09-2020; 05:00PM
6	Opening of Financial Proposal of the Technically Qualified Bidder	Will be intimated later
7	Bid Security Deposit (BSD Fee)	Rs. 14,50,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
8	Bid document Fee	Rs. 5,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
9	Bid Processing Fee	Rs. 1000/- in favor of "MD, RISL" payable at Jaipur Rajasthan.
10.	Bid Validity Period	90 Days
11.	Project Cost	Approx 7.20 Crs.

Note:-

- All above events will be held at Head Office Rajasthan Road State Transport Corporation, Jaipur
- In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

9. ELIGIBILITY CRITERIA:

Eligibility Criteria	
A.	<ul style="list-style-type: none"> ▪ The Bidder should be a Nationalized Bank or Scheduled Bank (included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934) or Technical Service Provider (TSP) should be Indian Company(s) registered under the Indian Companies Act 1956, and/or any other legal entity registered in Indian Law. (Enclosed: Certificate) ▪ Consortium up-to three firms are allowed, subject to fulfillment of conditions laid down in RFP. The consortium shall not consist of more than three companies/corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Prime Bidder" and having 51% share holding for this bid. However, every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Prime bidder shall be responsible for overall execution of the project and all the penalties.
B.	The Bidders shall have positive net worth in last three financial years. (Enclosed: CA Certified Audited Balance Sheet)
C.	The bidder must have completed at least one project of similar nature to the requirement in this RFP. Project of similar nature means projects where the Bank/TSP to enable open loop NCMC or EMV contactless based card system. For that purpose, TSP to be Issuer/Acquirer for the claimed projects. Similar projects may include implementation in State Transport, Metro Rail projects, Smart City projects including transit as a part. (Enclosed: Client Certificate)
D.	The Bidder should have its financial switch certified for issuing/acquiring transactions of Debit/Credit/Prepaid Cards in India. The bank should also be certified for issuing/acquiring transactions of NCMC or EMV contactless cards (Debit/ Credit/Prepaid) as per the defined specification. (Enclosed: Proof)
E.	The bidder and its consortium members must issue at least 10,000 NCMC/EMV contactless Cards/Prepaid Cards on its issuance platform in last three years from the date of submission of the bid. (Enclosed: Client Certificate)
F.	The bidder should have its issuer host certified for instant issuing of NCMC or EMV cards.
G.	Bidder shall not be blacklisted/ banned/debar by any Central/State Government /PSU/ Government Agencies. An undertaking on Rs. 500/- Non-judicial stamp paper to be submitted. (Enclosed: Annexure -)
H.	The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal. (Enclosed : Proof)
I.	The Bidder should have at least one operational office in Rajasthan. (Enclosed : Proof)

10. BID SECURITY DEPOSIT:

The Bidder shall furnish the BSD as part of this bid;

- The BSD is required to protect RSRTC against the risk of Bidder's conduct which would warrant the BSD's forfeiture.
- The BSD of Rs. 14.50/- (Rs. Fourteen Lacs and Fifty Thousand Only) shall be denominated in Indian Rupees, and shall be submitted in the form of a Banker's cheque/DD/bank guarantee issued by a Nationalized / Scheduled Bank.
- No interest amount payable on the Bid security and it shall be valid till 90 days of the publishing of the bid.
- Unsuccessful Bidder's BSD will be discharged / returned after signing of the contract with the successful Bidder. No interest will be paid by RSRTC on the BSD amount.

The BSD may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- If the Bidder is found to have submitted false particulars / fake documents; or
- If the Bidder is found to have indulged in corrupt practices or manipulation of rates by cartelization; or
- In the case of a successful Bidder, if the Bidder fails;
 - To sign the Contract in accordance with draft mentioned in the annexure of this; or
 - RSRTC will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - RSRTC will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, this contract.
 - Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so

payable from any moneys otherwise due to the contractor under the contract.

11. PERFORMANCE SECURITY DEPOSIT:

Within 75 days of the receipt of notification of award from RSRTC, the successful Bidder shall furnish the Performance Security Deposit of 5% of the total contract value (based on quoted price in financial bid) valid for entire contractual period plus 3 months extra in accordance with the Conditions of Contract. Performance Security Deposit can be in the form of Bank Guarantee/DD/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur as per the guidelines of RTPP Act, 2012 and RTPP Rules, 2013. No interest amount payable on the Performance Security Deposit.

Forfeiture of Security Deposit: Security amount in full or part may be forfeited, in the following cases:-

- a) When any terms and condition of the contract is breached.
- b) When the bidder fails to make complete supply satisfactorily.
- c) If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

12. INSTRUCTION TO BIDDER:

12.1 Prevailing of Law:

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force with effect from 26 January, 2013 which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Applicant / Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

12.2 Amendment of RFP Document

- At any time prior to the last date for receipt of bids, RSRTC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. It shall not be mandatory for RSRTC to disclose the reasons for this change.

- The amendment will be notified through website of RSRTC and would be binding on all Bidders.
- In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RSRTC may, at its discretion, extend the last date for the receipt of Bids.
- RSRTC may at any time during the bidding process request the Bidder to submit revised Technical / Financial Bids and/or Supplementary Financial bids without thereby incurring any liability on RSRTC to the affected Bidder or Bidders before opening of financial bids.
- Bidders should make note of any amendments and corrigendum issued at any time by RSRTC through the department website and the same must be submitted as enclosure of RFP document.

12.3 Language of Bids

- The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RSRTC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12.4 Bid Price

The Bidder shall quote in the Performa prescribed in financial bid;

- The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.
- The Bidder as part of its Financial Bid should account for all out of pocket and other expenses that the Bidder shall incur during the contract period.

12.5 Firm Price

Prices quoted and negotiated must be final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

- RSRTC reserves the right to validate the technical specifications supplied with respect to specifications as provided in RFP using competent technical committee/agency acting on behalf of RSRTC.
- The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes and other charges as may be applicable in relation to the activities proposed to be carried out.

- In case the taxes are not including in bid prices, the amount so mentioned would be deemed as inclusive of taxes.
- A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid shall be rejected summarily.

12.6 Authorized Signatory

- For the purpose of submission of the bid, the Bidder may be represented by either the Principal Officer (MD/CEO/Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority (Power of Attorney or Board Resolution). All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.

12.7 Period of Validity of Bid

Bids shall remain valid for period of 90 days from opening of the technical bid. A bid valid for a shorter period shall be rejected by RSRTC as non- responsive and shall not be taken up for evaluation purposes.

- RSRTC may request the Bidder(s) for an extension of the period of validity of the bids.
- The request and the responses thereto shall be made in writing (by letter or by e-mail). The validity of BSD shall also be duly extended in accordance to mutual consent of the bidders.
- A bidder granting the request will not be permitted to modify its bid.

12.8 Local Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors at the respective locations, sites and offices of RSRTC that would have any effect on the performance of the contract and / or the cost.

- The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost. RSRTC shall, however, provide him necessary permissions if the details of the visit schedule are made available in advance.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for project will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.
- It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the RFP documents.

12.9 Conflict of Interest

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- they have controlling partners in common;
- they receive or have received any direct or indirect subsidy from any of them;
- they have the same legal representative for purposes of the bid;
- they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

12.10 Right to vary quantity

- At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

12.11 Last date of Receipt of the Bid

- Although, bids will be received by online but not later than the time and date specified in Key Events & Date.
- RSRTC may, at its discretion, extend the last date for the submission of bids by issuing a corrigendum and amending the dates provided in Key Events & Date, in which case all rights and obligations of RSRTC and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

12.12 Evaluation of Bids

The evaluation process of the bid, proposed to be adopted by RSRTC is indicated under the clauses as subsequently mentioned. The purpose of this clause is only to provide the bidder an idea of the evaluation process that RSRTC may adopt. However, RSRTC reserves the right to modify the evaluation process at any time during the bidding process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.

12.13 Criteria for Evaluation of Bids

- 12.13.1 Selection of bidders shall be based on Quality-cum-Cost Based Selection (QCBS) criteria. This takes into account both the technical capability of the bidder as well as the cost. The Technical and Financial Proposal will be given 70:30 weightage respectively.
- 12.13.2 The Evaluation Committee will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- 12.13.3 The Evaluation Committee will assign marks to the technically qualified bidders based on the technical evaluation criterion approved by the Committee.
- 12.13.4 The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive.

12.14 Evaluation Criteria for Technical Proposal

- 12.14.1 The Eligible bidders fulfilling the conditions mentioned below. The evaluation of the Technical Proposals would be undertaken as per the following evaluation criteria.

No.	Parameters	Parameters	Maximum Marks
1	The Bidder should have the experience of issuance or acquiring of EMV open loop cards in any public transport project/ Smart city projects. (Lead bidder or Consortium partner). Number of Projects: 1 Project: 5 Marks 2 Projects: 10 Marks 3 projects: 20 Marks	Copy of Work order/ Client Certificate	20
2	The Bidder should have switch certified for operating credit/debit/prepaid card with contactless technology for acquiring or issuing in India.	Certificate / Supporting Documents	15
3	The Prime Bidder or any consortium member should have the experience of co-branding card services in any organizations for minimum number of open loop EMV cards issued described below. 1. 25000 Cards: 5 Marks	Self Certification/ Client Certificate	15

	2. 50000 Cards: 10 Marks 3. More than one Lakh cards: 15		
4	The Bidder should have the experience of handling channels of payment gateways (web, mobile etc.) etc.	Client Certificate/ Supporting documents	10
5	The Bidder should have the experience of handling channels of payment processing of UPI payment wallets etc.	Certificate/ Supporting documents	10
6	The Bidder experience in similar kind of integration of payment platform with AFCS systems in transit/smart city projects. 1 Project: 10 marks 2 Project: 15 Marks	Client Certificate	20
7	Compliance as per NPCI specifications	Self declaration on letter head	10
		Total	100

12.14.2 Each Technical Proposal will receive a technical score based on the above mentioned evaluation criteria. A Proposal shall be qualified for financial opening only if it achieves the minimum technical marks of 70 from the maximum of 100 points.

12.14.3 The bidders would be technically evaluated out of 100 marks. Technical score of all bidders will be calculated on the basis of following formula.

A Score(s) will be calculated for all qualified bidders using the following formula:

Sr. No.	Score	Formula
1	Technical Score (TS)	$BTS / HTS \times 0.70 \times 100$
2	Commercial Score (CS)	$LCB / BCB \times 0.30 \times 100$
	Final Score (S)	TS + CS

where:

HTS: Highest Technical Score

BTS: Bidders Technical Score

BCB: Bidders Commercial Bid

LCB: Lowest Commercial Bid

12.15 Evaluation Criteria for Financial Proposal

- 12.15.1 The Financial Bid should contain the total cost of all the services. Service Tax will be extra and shall be paid at the applicable rates. All other taxes will be inclusive in the total cost.
- 12.15.2 The Financial Proposals of the bidders, who are technically qualified, shall be opened. Formula to determine the scores for the Financial Proposals shall be as follows:

$$\text{Final Score(s)} = \text{Technical Score} + \text{Commercial Score}$$

The Bidder with the highest Final Score(s) will be declared as successful bidder.

12.16 Ranking of proposals (QCBS)

- 12.16.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined.
- 12.16.2 The technical and financial scores shall be added (Final Score (s) = TS + CS) and the agreement will be awarded to the bidder which scores maximum points.
- 12.16.3 The Evaluation Committee may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidders.
- 12.16.4 In order to assist in the examination, evaluation and comparison of Bids, the Evaluation Committee may at its discretion ask the bidders for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

12.17 RSRTC Right to accept any bid or Reject any or all bids

- RSRTC reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RSRTC action.

12.18 Annulment of Award

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

12.19 Tax Liability

- The rates quoted online in Financial Proposal, shall be inclusive of Goods and Service Tax (GST) and/or inclusive of any other directly or indirectly applicable taxes. GST as applicable shall be payable by RSRTC to the Selected Bidder

based on invoice raised and on submitting the evidence of payment of such GST. Any deviations due to change in the rate of directly applicable taxes and duties except GST would be Liability of the Selected Bidder.

- The RSRTC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

12.20 Confidentiality

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

13. SCOPE OF WORK:

13.1 NCMC Smart Card:

Passenger ticketing is one of the major revenue sources for RSRTC. Currently, RSRTC conductors used Electronic Ticketing Machine (ETIM) to issue tickets to passengers on its buses. Pass (Concessional/MST Pass) shall be issued to the commuter. This pass is non-transferable and shall be valid for a certain time. In case of contactless smart cards, the pass information is written on the card including its expiry data. These smart cards shall be validated inside the bus using ETMs and a Zero value ticket will be issued to the commuter against this pass.

RSRTC is looking to the bidder/TSP for implementation of open loop NCMC Smart card system as per RSRTC business rules and. The proposed system shall be implemented across Rajasthan. RSRTC may award entire scope or part of scope, as RSRTC deems fit. System Integrator shall perform following under scope of work (but not limited);

13.1.1 Core objectives:

- To provide a single and uniform contact less NCMC smart card for passengers availing RSRTC Concessional Schemes.
- Enhance the registration/top-up services through franchise network of the bidder.
- Issue different and flexible Smart Cards as per need of commuters/tourists.
- Effective monitoring and tracking performance of various concessional schemes initiated by RSRTC.
- Effective monitoring of concessional traveling revenue etc.

13.1.2 Current Process:

- Passengers pay on board on short/long journey routes. Passengers inform the bus conductor of the destination station and the Electronic Ticketing Machine calculates the travel fare based on start and end destination stop.
- Passengers can also book their travel tickets online on the dedicated booking portal and pay using secure payment gateway, well in advance of the travel dates.
- The passenger can avail the concession as per State Government guidelines through RFID Smart Card inside the buses.
- The routes/ fares are programmed in the ticketing machine. A ticket is rolled out of machine according to the amount and the physical cash transfer takes place. The collected money from the passengers is deposited to the depot at the end of the journey by the conductor. The account section verifies the collection with the report generated from the automated machine. The money collected is then deposited manually in the bank.

The brief scope of work has been specified below. This is to be noted that the roles & responsibility of bidder and its consortium will be inclusive of but not limited to the following. The FI will be required to carry out all activities and perform roles & responsibilities to meet the objective of the Open Loop NCMC Card based fare collection System. It is the responsibility of Bidder to abide by all RBI mandated guidelines apart from any other government guidelines if any, over and above RFP mentioned terms and conditions

For Issuer Bank/TSP

- Procurement, personalization and instant issuance of contactless EMV compliant Prepaid/Concessional/MST Card, as per National Common Mobility Card (NCMC) specification on NPCI RuPay platform, from RSRTC/Bidder consortium Service Points.
- Provide various payment channels for the Card Top-up as per customer convenience including cash, online, mobile application and auto top-up.
- Provide necessary hardware at RSRTC/Bidder consortium Service Points for all required applications as per mentioned in Scope of work.
- Management of RSRTC Service Points on various aspects including but not limited to prominent display at the Service Point, Inventory management across all Service Points and customers' assistance.
- Entire life cycle management of NCMC cards issued by Bidder and its consortium, card applications, payment scheme, card account management and card transactions etc.
- Bidder and its consortium to ensure inter-operability of cards across all use cases including other transportation modes, Metro, Toll, Parking and Retail etc.
- Transaction settlement and Cash Management and proper reconciliation across all Service Points.
- Marketing & promotional activities to come up with innovative marketing strategies on time to time basis in order to drive the adoption of NCMC cards and hence digital fare collection at the RSRTC with prior approval.
- Provide central toll-free helpdesk/ IVRS to handle customer grievances and support them over Phone, Internet and at bank branch level for card issuance, renewal, refunds, customer and merchant account management.
- Selected Bidder and its consortium shall train the staff of the RSRTC Middle Management/deployed field staff/depot team for fare collection operations of RSRTC services using NCMC cards. Such training shall include and not limited to loading, recharging, card issuance and other activities as directed by the RSRTC.

- Integrate with RSRTC Ticketing Machines and Online Reservation System and proper reconciliation as per business standard and provide MIS/APIs and facilitate the integration between RSRTC and MIS dashboard requirements.
- NCMC registration counters shall be;
 - RSRTC Counters
 - Branches of the Bank/TSP
 - Designated points of sale by the Bank/TSP
 - E-Mitra Kiosk
 - Self operated Web Portal/Mobile App (subject to verification)
- NCMC Cards shall be;
 - Monthly Seasonal Tickets (MST) – Non-Personalized Card
 - Pre-Paid NCM Card - Non-Personalized Card
 - Gift Card - Non-Personalized Card
 - Concessional Cards - Personalized Card as per RSRTC guidelines
- NCMC Cards Validation and Top-up shall be;
 - RSRTC Counters (Bus Stands/Depots)
 - The bidder/TSP designated Counters
 - Integrated E-Mitra Counters
 - RSRTC Conductors ETIMs inside the buses
 - Integrated Payment Gateways (Web Portal/Mobile App)

For Acquirer Bank

- The Bidder and its consortium shall provide the facilities for acquiring of digital fare collection transactions done using NCMC cards issued by any certified Bank on NPCI RuPay platform.
- Integrate with AFC (Ticketing) system of RSRTC for acceptance of transactions using NCMC cards.
- Provide facilities for payments through various Banking Channels as per the requirement of RSRTC.
- Provide necessary applications at RSRTC/Bidder Service Points for all required applications as per mentioned in Scope of work.
- Transaction settlement and Cash Management across all Service Points.
- Provide support to NCMC Card issuer Banks with reference to customer grievances, chargeback, refunds, customer and merchant account management
- Selected bidder and its consortium shall train the staff of the RSRTC Middle Management/deployed field staff/Depot team for fare collection operations of RSRTC

services using NCMC cards. Such training shall include and not limited to transactions acquiring, settlement, chargeback and other activities as directed by the RSRTC.

- Integrate with RSRTC Ticketing Machines and Online Reservation System to provide MIS/APIs and facilitate the integration between RSRTC and MIS dashboard requirements.

For Unified Payment Interface(UPI)

Process flow for ticketing through UPI on RSRTC Ticketing Machine

- Bus conductor will enter the travel details of the passenger on the RSRTC Ticketing Machines.
- Ticketing Machine should generate a QR code with VPA and fare details.
- Passenger will scan the QR code through his UPI payment application and make the payment.
- On payment confirmation Ticketing Machine will generate the journey ticket.

Process flow for ticketing through UPI on Customer Mobile

- Bidder will provide a mobile application or integrate the RSRTC existing mobile application for booking real time ticket. Passenger should be able to download the app from Playstore and book his own tickets.
- Passenger will enter the travel details on the Mobile application
- The Payment would be made through UPI applications configured on the passenger mobile.
- The mobile application should display the available UPI payment applications like BHIM, PayTM, PhonePe, Google Pay, etc. for payment
- Passenger will choose the desired UPI payment application and make the payment.
- On Successful payment, a QR based ticket will be generated on the mobile application
- QR ticket will be verified by the Bus conductor through ticketing machine during the journey.
- Machine to Machine integration of existing ticketing system for issuing the tickets from booking counters and mobile apps.
- Non-NCMC cards are also allow to validate on ETMs and issue tickets as per the charges fixed by RBI/NPCI.

13.2 MIS System:

Management Information System will broadly consist of the following (but not limited to):

- 100% error free system with auto generation of Online MIS for effective monitoring, decision-making, deciding new policies and implementation thereof;
- Daily, Weekly, Fore-nightly and Monthly Reports as per RSRTC designated official and as & when required.
- Require admin console for 3D Charts with analytical tool.

13.3 Data Center and Recovery Center on Cloud:

- The complete data should be store at DC/DR (Cloud) site as per guidelines of MeITY, Government of India or as State Cloud hosting policy.
- The standard uptime (Application / Hardware) of the DC/DR (Cloud) shall also be maintained by the successful bidder under SLA conditions.
- The successful bidder should supply all licensing for VMS and VAS software along with Streaming Software to all hardware in DC / DR (Cloud) and control room.
- Cloud licensing and Control room hardware need to arrange by bidder.
- The current three months data of buses shall be store at DC/DR (Cloud) and after that the complete data should be migrated at Archive servers / Tape libraries for monitoring purpose of historical incidents.

13.4 To be Situation Assessment

The adoption of Open loop EMV standard, as per National Common Mobility Card specification (NCMC), for digital fare collection offers the most secure and interoperable solution aimed at higher digital adoption across the country. NCMC provides a vendor-neutral, inter-operable and distributor agnostic model for implementing cashless transactions across SRTUs. It will accelerate the speed to market for higher digital penetration based on standard platform through Banks. Commuters shall have freedom to opt for the Bank cards as per their own choice as well as be able to get instant issuance with minimum or no KYC as prepaid card through one partner bank. Also, this approach blends seamlessly into national level payment infrastructure.

NCMC would eventually provide seamless experience to passengers across all transit systems in the country bringing convenience and ease of payment for them. With this 'One Card Payment System' the customer will be able to use the same card for all payment applications including retail, ATM, e-commerce, POS, transit, toll, parking etc. These payment cards can be issued on debit/credit/prepaid card platform.

The following are the processes defined for the purpose of proposed digital fare collection system.

A. Transaction Acquiring

The customer will use the NCMC cards for digital fare payment at SRTU. The selected bidder will be responsible for the acquiring of these transactions done using NCMC cards issued by any Bank certified as per NCMC specification.

B. Transaction Settlement

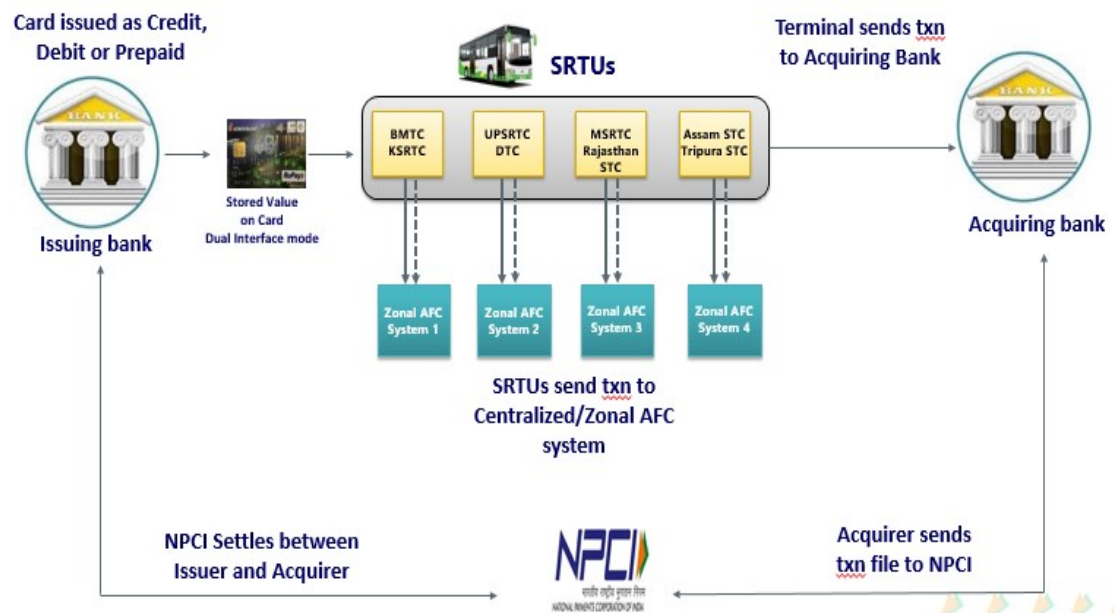
The bidder should support the transactions settlements across multiple Issuer Banks through Central Clearing House (NPCI).

The key points to be noted are as follows:

- The customer will be able to use the NCMC cards, issued by any Bank, for the fare payment at Rajasthan State Road Transport Corporation.
- Acquirer Bank will integrate with the AFC System for seamless acceptance of payments on ETIMs through NCMC cards.
- Bank will be responsible for cash management, reconciliation and settlement activities.

13.5 National Common Mobility Card Program- Functional Architecture

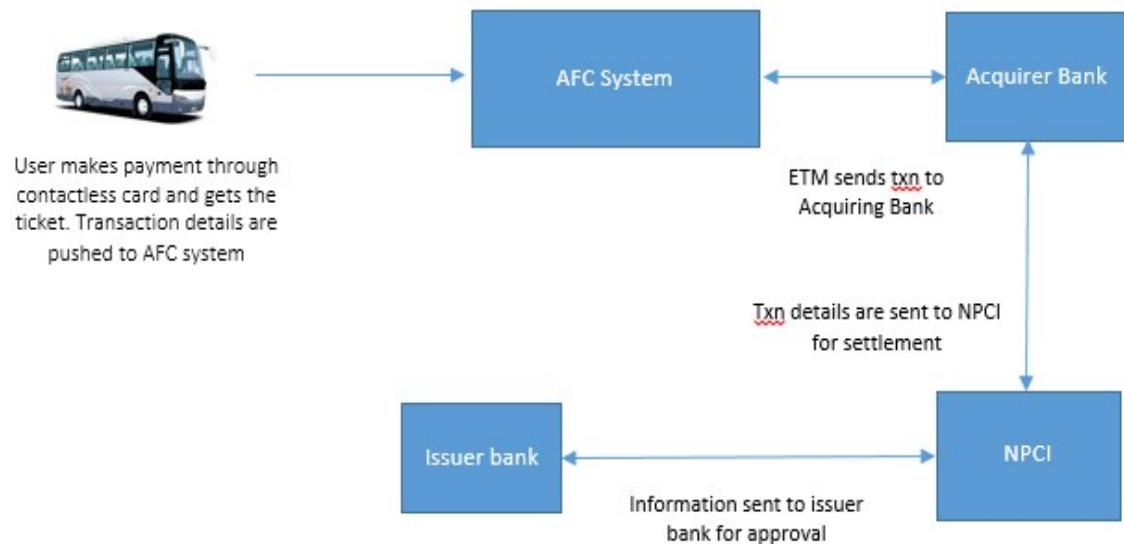
As per the proposed approach for implementing the NCMC Program and Cashless transactions through Open loop cards, the functional flow of transactions shall happen as depicted below:



The commuter shall use the NCMC cards for fare payments at multiple transit modes. The ticket as well as digital fare collection transactions will be captured by the ETM / PoS devices at various transit / retail PoS. The ETM/PoS devices shall be integrated with the Acquirer Bank system. These transactions will be streamed on a secure channel to AFCS backend system via GPRS/3G/4G Network. Simultaneously, the ETM/PoS devices will send these transactions to the Acquirer Bank for further processing. The Acquirer Bank shall further send these transactions to NPCI CCH for settlement of transactions with the multiple Issuer Banks.

13.6 Ticket Transaction Process Flow

The business workflows involved in the Ticketing Transaction have been described below:-



- Issuer Banks shall issue NCMC cards to the commuters after receiving all necessary documents, if applicable, as specified by RBI for the card category (minimum KYC or no-KYC).
- During travel in a bus, the commuter specifies the destination of travel to the crew who then uses the ETM to punch in the necessary details (destination code, commuter category, no. of tickets, etc.) and generate the e-ticket using the thermal printer. The crew collects the fare in case the commuter wishes to pay in cash.
- Commuters with NCMC Cards will show their card to the conductor for cashless payment of fare. Conductor will tap the contactless card on the ETM machine, which will validate the card and deduct the fare amount for the route from the card. The final amount will be written back on the card by the ETM device.
- Ticket and Fare transactional data from the ETM shall be transmitted to AFCS back-end servers over GPRS at a regular pre-configured frequency over a secure communication channel.
- ETM/AFC System shall further send the transactions data to the Acquirer Bank.
- Clearing House settles the payment balances between the Issuing and Acquirer Banks/FI on a daily basis (in case of an Open Loop card implementation).
- Pass (Concessional Pass) shall be issued to the commuter Over the Counter (OTC) at POS locations. This pass is non-transferable and shall be valid for a certain time. In case of contactless smart cards, the pass information is written on the card including its expiry data. These cards shall be validated inside the bus using ETMs and a Zero value ticket will be issued to the commuter against this pass.

- The commuter may re-charge or load the card thru Internet banking or by paying at Point of Sale locations or other payment channel as provided by Issuing bidder and its consortium.
- At the end of the trip, the Cash and digital money collected during the trip against the issued tickets shall be deposited at the respective depots by the crew. The depot manager will reconcile this amount received from the crew with the data received at the backend server (using revenue reports) and mark the status of the trip closure report accordingly.
- Passengers who have any issues related to the Smart cards or the deduction of fares can contact the Point of Sale (POS) counters or toll free/helpdesk as provided by FI led consortium.
- At any point of time, it shall be possible for an inspector to inspect the e-ticket and Smart card validity, using his ETM. In case the e-ticket or the card is found invalid, the inspector may penalize and charge appropriate fine from the commuter and issue a system-generated receipt (from the Electronic Ticketing Machine) for the same.

14. Scope of the services to be provided by Bidder/TSP

The roles & responsibility of Bank/TSP will be inclusive but not limited to the following. The bidder and its consortium will be required to carry out all activities and perform roles & responsibility to meet the objective of the NCMC card based digital fare collection.

14.1 Contactless EMV Compliant Card Acceptance

A. Transactions Acquiring

- a. Acquirer shall be responsible for acquiring the digital fare collection transactions done using NCMC cards issued by any certified Bank.

14.2 Card Top-up

Bidder shall provide various payment channels for the Card Top-up on the web/mobile interface provided by the Authority/its vendor. This will include:-

- Online top-up through various channels (Internet Banking/UPI)
- Mobile App for online top-up
- Auto top-up feature - Provide facility to automate top-up of card from any bank account in case of low balance
- Card-to-card mobile/online transfer
- Bidder/TSP branches or to tie-up with retailers for loading points
- E-Mitra Integration for registration and Top-up the NCMC Cards
- This should support standard Internet security including, but not limited to Digital Certificates, Various levels of encryption, Secure Socket Layers (SSL), Secure Hypertext Transfer Protocol (HTTPS).
- The bidder and its consortium shall be responsible for the Top-up of NCMC Cards, issued by any Bank, based on customers' request. The Bidder shall not charge any additional amount from the Customer and the RSRTC unless otherwise agreed in the agreement.

14.3 Hardware Provisioning

- Provide necessary hardware (Computer, Dotmatix Printer, UPS, Internet and Card Reader/Validators etc.) for all required applications as per mentioned Scope of the Services to be provided by bidder/TSP.
- At RSRTC (110) locations, the manpower is provided by RSRTC.
- The bidder/TSP shall develop and maintain the at least 200 point of sale (PoS) along with resources, hardware and respective application at own cost.
- The bidder and its consortium will be responsible for building issuance/acquiring infrastructure to issue pre-personalized cards over the counter/branches for which the required Infra will be provided by the bidder/TSP and bidder shall ensure card issuance and card personalization.
 - Certify Acquiring Host as per EMV, PCI-DSS and NCMC standards

14.4 Certificates and Compliances

The bidder and its consortium will be responsible for certifications and compliances required for transactions acquiring of NCMC cards.

The table below provides an overview of the certifications required for an Acquirer Bank.

S. No.	Product/ System	Role in payment eco-system	Certification Type	Followed Guidelines
1	Acquirer Host	Transaction processing by acquirer	Acquirer Host Certification	NCMC
2	CCH Certification	Clearing and settlement	CCH Certification	NCMC

14.5 Fraud and Risk Management

- Provide risk, fraud and dispute/chargeback capabilities including KEY management

14.6 SMS and e-mail Gateways

- Manage email/SMS for citizens and merchants

15. ACCOUNTING SYSTEM

- 15.1 The funds collected by bidder/TSP against the ticket purchase etc. as detailed in this RFP document will be deposited by bidder/TSP in a collection / operation account maintained by RSRTC.

15.2 Settlement & Reconciliation Procedure

- 15.2.1.1 Selected Bidder shall undertake complete NCMC card based Transaction settlement and reconciliation responsibilities.
- 15.2.1.2 Settlement shall be automatically triggered at pre-defined cut-off time daily.
- 15.2.1.3 Post settlement, the bank shall process & reconcile all transactions performed via all delivery channels.
- 15.2.1.4 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.
- 15.2.1.5 RSRTC will open a separate settlement account with bidder/TSP, if required. Post settlement, bidder/TSP shall transfer payment of settlement amount on next day (T+1) by HHMM hours in RSRTC designated Account (in Bidder Bank or other Bank). For the transactions occurred on Saturday, Sunday or any holiday as declared under Negotiable Instruments Act 1988 or any bandh/bank strike etc., the transfer of payment will be conducted concurrently on the next working day. Bank shall make flexi deposit on the very same day of credit after leaving minimum balance i.e. mutually agreed for a minimum period of 365 days at Bank Bulk card rate and whenever fund is required to transfer flexi deposit shall reverse as per instruction of RSRTC.
- 15.2.1.6 For any delay in settlement of daily cash collection/card based transaction to RSRTC accounts beyond T+1 day, the RSRTC 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.
- 15.2.1.7 Selected Bidder shall undertake reconciliation of cash collected and transaction reported. Selected Bidder shall have to provide explanation for any discrepancy found.

16. INFORMATION AND DATA SECURITY MEASURES

- The Bidder/TSP shall take all necessary steps to ensure strict confidentiality of the information provided by the FI, during the contract period, after the contract expires or is terminated for any reason. The Bank shall isolate and clearly identify the RSRTC 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 or Banks from the same Hardware/ Location.
- The Bank shall not divulge any Data/information received from the RSRTC to any other person/ entity without prior written permission of the RSRTC and neither will he use the data himself for any other purpose without prior written permission from the RSRTC.
- The Bank, upon the written request of the RSRTC, shall allow the authorized representatives of the RSRTC (including internal/ external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and ISAudit 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 RSRTC.

- The Bank shall ensure that the Internet Payment Gateway provides extensive automatic checks that substantially reduce risk. These include but not limited to:
 - o Valid Credit/Debit card number check
 - o Duplicate order check
 - o Frequency of card usage
 - o Captures IP address of cardholder performing the transaction
- The Internet Payment Gateway shall employ 128-bit encryption or higher levels of security while communicating between the AFC server and bidder/TSP to ensure the security of online transactions (As per RBI guidelines).
- The bidder/TSP shall employ both software and hardware encryption to ensure the highest level of security.
- The Switch and Payment Gateway shall have PCI DSS and EMV compliance

17. OBLIGATIONS OF RSRTC:

- RSRTC APIs will communicate with respective ticketing systems
- Domain services and respective IT applications like ITMS, AFCS
- Manpower deployment at RSRTC locations
- AFCS integration with existing Ticketing system integrator.
- Conductors hand held (ETMs) devices with GPRS connectivity
- Triplett agreement with selected bidder/TSP, Ticketing SI and RSRTC

18. TRAINING OF RSRTC USERS

- The successful bidder shall provide training to system users to efficiently use the system.
- The successful bidder shall organize periodical training program for the entire solution on an as and when required basis during entire project duration @200 RSRTC staff per year. Training should be provided for complete scope of RFP to designated officials of RSRTC.
- Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in Hindi.

19. MAINTENANCE:

The successful bidder should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipments required to carry out the

preventive and break down maintenance of the system offered should be clearly indicated and offered to RSRTC by the successful bidder at no extra cost.

20. DOCUMENTATION:

The successful bidder shall prepare all necessary documentation for the project, and provide this to RSRTC or its designated Consultant for review, approval, record, reference etc as mentioned in this RFP. Some of the documents (but not limited to) to be provided include –

- During installation and post installation, the Systems Integrator shall provide documentation on As-Built components /customized components to RSRTC. The documentation should consist of all the configuration details, diagrams, Test plans, administration manuals, setup guides etc as minimum.
- Detailed manuals for each appropriate unit of the supplied equipment and services including certifications from OEMs.
- The training and operational manuals should be bilingual (English & Hindi).
- Inspection and testing procedure manuals including QA policy and procedures for the software/hardware equipments.
- Any other document(s) deemed necessary for implementation, operation and maintenance of the hardware and network equipments and the overall system.

21. PROJECT IMPLEMENTATION PLAN:

The milestones, deliverables and time schedule for the implementation of project shall be as follows:-

- It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected bidder.
- T1 is the event marking date of signing of agreement with successful bidder and RSRTC.

SNo	Activity	Timeline
1	Project Start	T1
2	<ul style="list-style-type: none">▪ Submitted the Project Plan and technical demonstration▪ Submitted the SRS/FRS technical document after system study▪ Feasibility of Point of sale (PoS) for further expansion and submit the report▪ Procurement of all required hardware for all locations and PoS▪ Submitted the NCMC Smart Card design and Specification and taking approval from RSRTC	T1 + 4 weeks

3	<ul style="list-style-type: none">▪ Installation of all hardware at all location and PoS.▪ Simultaneously develop/customization of the NCMC Web portal/Mobile App and Testing as per defined scope of work and standing instructions.▪ Complete deployment of DC/DR hosting for front/backend NCMC/Mobile applications for the implementations of NCMC Smart Card▪ Integration with existing ETIM application for issuing tickets from NCMC/Debit/Credit cards▪ Financial Institution/TSP shall finish the machine to machine integration with existing ticketing system and deploy the PoS machines as per direction of RSRTC officials▪ User Acceptance Testing (UAT)	T1 + 10 weeks
4	<ul style="list-style-type: none">▪ Complete 100% error free MIS for monitoring the complete data▪ Training to designated RSRTC officials▪ Preparation & submission of technical document<ul style="list-style-type: none">- User Manual- Training Manual- Installation Manual- Operational & Maintenance Manual	T1+11 weeks
5	<ul style="list-style-type: none">▪ Production Acceptance Test (PAT)/Go-Live Certificate	T1+12 weeks

The time line to complete Phase I and Phase II is 90 Days (3 months) from the award of the contract. However, the system integrator may complete the Phases before the above stated timeline and project may be given 'Go-Live' status.

22. PAYMENT TERMS:

- a) The successful bidder request for payment shall be made to the RSRTC in writing, accompanied by invoices describing, as appropriate, the services delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) The successful bidder may request for payment to the Head Office, RSRTC on monthly basis.
- c) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- d) The PoS device payment shall be made by RSRTC on monthly basis after raising the invoice by the Bidder/TSP.

- e) The payment should be started from the date of the Go-Live of the entire project. If Go-Live of the entire project is delayed in any conditions then no payment shall be made for the delayed period.
- f) Due payments shall be made promptly by the RSRTC, generally within forty five (45) days after submission of an invoice or request for payment by the successful bidder.
- g) The currency or currencies in which payments shall be made to the successful bidder under this agreement shall be Indian Rupees (INR) only.
- h) All remittance charges will be borne by the successful bidder.
- i) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute within 90 days.
- j) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

23. KPIs AND MIS:

The bidder/TSP who is awarded the contract will be measured on certain KPIs and SLAs. This is to ensure that they are accountable for their tasks and only get compensated if their work is of high quality and bears maximum efficiency. Some basic parameters in KPI and SLA are mentioned below.

23.1 Key Performance Indicators

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

S. No.	Performance Indicator	Below Acceptable Level	At Acceptable Level	Above Acceptable Level
1.	Customer Satisfaction Index	<=70%	70-90%	=>90%
2.	Card validators/readers not accepting cards	>1% occurrences in a calendar month	0.2%-1%	<0.2%
3	Failure of transaction due to acquirer switch connectivity	>1% occurrences in a calendar month	0.2%-1%	<0.2%

Reporting at regular intervals has to be made available by successful bidder/TSP for RSRTC monitoring using automated tools to calculate the total penalties arising due to non-compliance of the SLA.

23.2 Key Performance Indicators measurement methods

S. No.	Performance Indicator	Measurement Methods
1.	Customer Satisfaction Index	At every customer touch point, a customer feedback needs to be recorded. The solution for this would be provided by the FI and discussed with RSRTC. In parallel, RSRTC may conduct independent customer survey.
2.	Card validators/readers not accepting cards	Based on customer complaints, this information should be fed into the KPI measurement system.
3	Failure of transaction due to acquirer switch connectivity	Failed transaction details based on MIS Report

23.3 Service Level Agreement

The bidder/TSP shall develop an SLA and KPI Measurement and Monitoring System (SMMS) for measuring and reporting the SLAs and KPIs. All SLA and KPI measurement and calculation of penalties shall be automated. Manual intervention for measurement of SLAs and KPIs shall be after prior approval of RSRTC.

- In case of failure to complete the work as per RFP in assigned time, a penalty would be imposed at the rate of 0.02% per day for each day delay subject to maximum of 10% of the consideration of Contract value. In case of delay due to some genuine rationale, the RSRTC may extend the time limit if the same is requested in writing.
- In case the overall support of the bidder to the RSRTC is not found sufficient or satisfactory, the same (point A) will also amount to failure and attract a penalty 0.02% per week of each delay subject to maximum of 10% of the consideration of Contract value. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.
- In case the bidder fails to deliver service as depicted in the scope of work, penalty will be imposed 0.02% per week of each delay subject to maximum of 10% of the consideration of contract depending upon the nature of failure or the short-fall.

- In case the bidder fails to be compliant with SLAs and KPIs requirements at regular intervals, penalty will be imposed 0.02% per week of each delay subject to maximum of 10% of the consideration of contract value depending upon the nature of failure or the short-fall.
- The decision of RSRTC will be final and binding in case of the percentage of penalty to be applied, imposed in all the above cases to the bidder.
- In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the bidder besides forfeiting Performance Security Deposit.
- In case the bidders fails to deliver the NCMC cards(last delivered cards to new registered card) within 7 days from the registration date(till 7 days) then the penalty to be applied as each delay of Rs. 5000/- per day.
- All the transactions are settled to RSRTC on T+1 basis by the successful bidder; in case the delivery is failed within stipulated time then RSRTC will charge 12% interest per annum for any additional period for which cash settlement is delayed.

24. CONTRACT PERIOD:

The contract period shall be five years (9 months of implementation and 60 months of operation period) after the signing of contract. Contract period can be extended further upto 2.5 years with mutual consent (bidder and RSRTC) and/or as per RTPP Act 2012 and Rules 2013.

25. THIRD PARTY AUDIT:

1. A Third Party Quality Certifying Agency (STQC or any other agency empanelled with GOI/GoR in consultation with RSRTC) to be involved by the bidder from the very beginning of the project to ensure that proper application design and development standards are met and have to obtain required certification from STQC/empanelled agency of GOI/GoR for each stage at no extra cost. The cost of the audit will be borne by the successful bidder.
2. Third Party Audit of the developed application should be done to ensure security loop holes and other vulnerability.
3. Third Party Audit shall include monitoring the performance of the system with a view to ensuring desired Quality of Service (QoS) by the successful bidder as defined in the respective SLA's, signed between RSRTC and the successful bidder. The TPA will be required to verify compliance with pre-defined terms and conditions pertaining to

software development, security audit (both application software, server side hardware and system software), load specifications, etc.

4. **Performance Criteria and SLA:** The TPA would audit and certify whether the final IT System developed would be able to perform as per the criteria set in this RFP. It would thoroughly test and certify the robustness of the Application as against the Technology and Performance SLA criteria specified in this RFP. The TPA will conduct performance testing beyond the specified requirements until the system breaks down and thereby propose remedies to address the weaknesses existing in application software. Test cases required for performance testing has to be written by the audit agency, wherein similar load conditions have to be simulated. The TPA will also test the accounting systems and SLA monitoring system of this application with respect to design, security and completeness.
5. **IT Infrastructure designed and set up by the system integrator for the project:** The TPA would test, audit and certify the IT infrastructure (Hardware and System Software) configuration (as per the agreed upon BoM) etc.
6. **Security Implementation:** It is essential that the application is very secure and the security related policies, processes and procedures are envisioned and implemented properly. As an integral part of the process, the TPA will be required to audit the Security Architecture, implementation of security features in the hardware infrastructure and system software used for hosting the application and entire application after the system integrator notifies its readiness to 'Go-Live'.
7. **The TPA review will focus on the following:**
 - a. Deliverable Audit – This audit will focus on reviewing the deliverables. The review will focus on the –
 - b. Completeness of the deliverables
 - c. Compliance of the deliverables to best practices and standards.
 - d. Implementation Audit – The implementation audit will focus on reviewing the implemented system. It will verify the performance, functional compliance, security compliance and SLA monitoring.

26. CHANGE MANAGEMENT:

- a) RSRTC may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
 1. Provided under the scope/agreement are to be specifically developed and rendered for RSRTC.
 2. The method of Deployment.
 3. Schedule for Installation Acceptance.

4. Software of Application related business rules.
 5. The place of delivery and/or the services to be provided by the bidder.
- a) The change request / management procedure will follow the following steps: -
1. Identification and documentation of the need for the change – The information related to initiator, initiation date and details of change required and priority of the change will be documented by RSRTC.
 2. Analysis and evaluation of the Change Request – Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the bidder.
 3. Approval or disapproval of the change request – RSRTC will approve or disapprove the change requested including the additional payments for hardware, software development, quoted man-month rate shall be used for cost estimation, efforts of all resources- project manager, or other resources etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 4. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 5. Verification of the change – The change will be verified by RSRTC on implementation of the change request.
- b) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RSRTC. In the event that the consent of RSRTC is not received then the change will not be carried out.
- c) While approving any change request, if required, RSRTC may ask the bidder to deploy the required resources on-site.
- d) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, mutually agreed adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RSRTC change order which shall not be unreasonably withheld or delayed.

27. LIQUIDATED DAMAGE:

- If the Bidder fails to complete the entire works before the scheduled completion date or the extended date, the RSRTC may without prejudice to any other right or remedy available to the RSRTC as under the Contract;
 - (i) Recover from the Bidder, as liquidated damages and not by way of penalty for a delay of Rs. 5000/-per day beyond the Scheduled completion date or extended date. For the purpose of liquidated damages, the scheduled completion date will be taken as the date of completion and acceptance of all the activities till Certifications of successful operations of the integrated solution completion given to Bidder by RSRTC and/or
 - (ii) Terminate the contract or a portion or part of the work thereof. The RSRTC shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the RSRTC.
 - (iii) However, the Dispute Resolution Committee may relax the whole or part of the LD in which the successful bidder must submit valid delay reasons or other remedial actions.

28. TERMINATION:

Default is said to have occurred:

- i) If the Successful bidder fails to deliver any or all services as per service standards specified in the agreement.
- ii) If the Successful bidder in the judgment of the RSRTC has engaged in corrupt or fraudulent practices in competing or executing the agreement.
- iii) If the Successful bidder, in either of the above circumstances, does not take remedial steps within a period of fifteen days after receipt of the default notice from the RSRTC (or takes longer period in spite of what the RSRTC may authorize in writing), the RSRTC may terminate the agreement in whole or in part. In addition to above, the RSRTC may at its discretion also take the subsequent actions.
- iv) Risk Purchase: In the event the RSRTC terminates the agreement in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Successful bidder shall be liable to the RSRTC for any excess costs for such similar services. However, the Successful bidder shall continue performance of the contract to the extent not terminated.

29. DISPUTE RESOLUTION:

- RSRTC and Successful bidder shall make every effort to resolve disputes amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement will be settled at the level of Head of Department.
- If during the subsistence of this Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Agreement or regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Standing Committee. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives fifteen (15) days' notice to refer the dispute before standing committee to the other Party in writing.
- Any dispute related to this agreement arises between the parties shall first be settled through amicable settlement. In case matter is not settled amicably within 30 days, same shall be referred to Standing Committee. Standing Committee would consist of following members
 - (i) Chairman and Managing Director or Chairman or Managing Director
 - (ii) Financial Advisor
 - (iii) Executive Director (Traffic)
 - (iv) Executive Director (Legal)
 - (v) Deputy General Manager (IT) – Member Secretary

30. First Appellate Authority:

Any dispute related to this bidding process arises between the bidder and RSRTC, shall first be settled through this committee. First Appellate Authority committee would consist of following members

- i. Executive Director (Traffic)
- ii. Financial Advisor
- iii. Executive Director (Legal)
- iv. Deputy General Manager (IT) – Member Secretary

31. INDEMNITY:

- Either Party ("Indemnifying Party") hereby agrees to indemnify and holds harmless the other Party "Indemnified Party"), its affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted by any person including third parties, as such fees and expenses are incurred), joint or several, that arise out of, or based upon
- Any untrue statement or misrepresentation of a material fact contained in the documents / other material provided by the Indemnifying Party or an omission to state a material fact therein;
- any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Indemnifying Party or its directors, employees, personnel or representatives.
- The remedies provided for in this clause are not exclusive and may not limit any rights or remedies that may otherwise be available to either Party, its directors, employees, personnel or representatives in law or in equity.

32. LIMITATION OF LIABILITY:

Under no circumstances shall either Party be liable to the other Party for indirect incidental, consequential, special or exemplary damages arising from this Agreement, even if Bidder / RSRTC has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

33. INTELLECTUAL PROPERTY RIGHTS:

Neither Party shall use the Intellectual Property of the other Party, in any manner whatsoever, without the prior written permission of that Party.

34. GOVERNING LAW AND JURISDICTION:

- The provisions of this Agreement shall be governed by, and constructed in accordance with laws of India.
- All disputes, differences, claims controversies and questions directly or indirectly arising between the parties (RSRTC & The Bidder) at any time under, out of, in connection with or in relation to this Agreement shall be resolved by friendly consultation for which the standing committee decided by Board of corporation of RSRTC and representative of the bidder will mutually try to resolve issue at own level within 30 days of first referral failing which the same shall be referred for final adjudication in arbitration by a sole arbitrator. The arbitrator shall be

jointly appointed by the Parties. The provision of Indian Arbitration and conciliation Act of 1996 or any situation modification or re-enactment thereof and the rules made there under of the time being in force shall apply to the Arbitration proceeding under this clause. The venue of Arbitrators should be Jaipur.

- All legal proceedings, if necessary, arise to institute by any of the Parties shall have to be lodged in courts situated in Jaipur not elsewhere.

35. **WAIVER:**

No failure or delay on the part of either Party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any failure or delay in exercise of such power, right or privilege preclude the other from further exercise thereof. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

36. **OPERATIONS AND SERVICE STANDARDS:**

All operating and servicing standards and procedures will be as mutually agreed upon between the Parties to this Agreement in compliance with the direction of NPCI/ RBI from time to time. Amendments to the operating and service level standards will not require any amendment to this Agreement, but will be confirmed by prior exchange of letters in writing.

37. **COUNTERPARTS:**

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

38. **SEVERABILITY:**

If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

39. **ASSIGNMENT:**

Neither Party shall assign or transfer all or any of its rights, benefits or obligations under this Agreement without obtaining other Party's prior written approval.

40. **RELATIONSHIP BETWEEN PARTIES:**

The relationship between RSRTC and the bidder shall be governed exclusively by this Agreement and notwithstanding any nomenclature used in this Agreement. No

presumption of any relation in the nature of agency, joint venture, partnership or functionality shall be presumed or shall exist. Nothing contained herein shall be deemed to create any relationship of principal and agent or, master and servant or, employer and employee between the Parties hereto or affiliates thereof or, to provide either Party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party.

41. FINANCIAL BID:

Financial Evaluation

The financial bids of the bidders qualifying Phase 1 and Phase 2 of evaluation shall be opened of the qualified bidders.

For Issuing/Acquiring NCMC Cards:

All the Combo Cards are based on EMV/RuPay by the successful bidder.

Types of NCMC Cards	Charges bear by the Passenger(s) (including all taxes)	Charges in words (including all taxes)	Weight for Financial Score Calculation only
NCMC Combo Contactless Smart Card as per NCMC specification(One Time Cost)	Rs.....	Rs.....	10%
Card Top-up Charges in (%) on the txn amount(%)(%)	4%
Annual Maintenance Fee on NCMC Card	Rs.....	Rs.....	4%
Monthly Rental PoS device charges	Rs.....	Rs.....	3%
For Acquiring Pre-Paid/DC/CC NCMC Cards as per RBI guidelines			
Debit Cards(%)(%)	3%
Credit Cards(%)(%)	3%
Pre Paid Cards (%) (%)	3%

Notes:-

- The above mentioned quoted value includes the Capital and Operational cost to be incurred by selected bidder to perform the services as mentioned in the Scope of Work of this RFP.

- All the above charges are bear by the passengers.
- All the non-NCMC cards charges as per RBI guidelines.
- All the transactions are settled to RSRTC on T+1 basis by the successful bidder.
- The rates quoted in the Financial Proposal shall be inclusive of all taxes.
- The RSRTC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- All the concessional/MST cards are free from MDR/Interchanges charges, top-up charges may be applicable.

42. DRAFT AGREEMENT:

This agreement is made and executed on this _____ day of _____, 2020

BETWEEN

Executive Director (Traffic), Rajasthan State Road Transport Corporation (RSRTC), Head Office, ParivahanMarg, Chomu House, Jaipur – 302 001 (hereinafter referred to as “RSRTC”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART
AND

M/s <Name>.,<Address>, Phone :<Phone Number>, Fax :<Fax No> (hereinafter referred to as <‘NAME’>), which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART

Both the RSRTC and <‘NAME’>), shall hereinafter be referred to individually as ‘Party’ and collectively as ‘Parties’ in this Contract.

WHEREAS

- a) The RSRTC, party to the FIRST PART invited RFP vide no. Dated2020 and subsequent corrigendum (hereinafter called as “RFP”).

- b) The <NAME OF BIDDER>, party to the SECOND PART has submitted its offer for such services in accordance with all the terms and conditions stipulated in the RFP.
- c) The FIRST PART has placed work order to SECOND PART vide order no. dated for the aforesaid works for a period of five years as per terms and conditions mentioned in the RFP and this Agreement and whereas the SECOND PART has deposited (5%) of contract value, a sum of Rs./- as a Performance Security Deposit as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.
- d) The SECOND PART has agreed to provide services as per terms and condition of the RFP, including the terms of this Agreement, and subsequent corrigendum would be treated as a part of this Agreement.
- e) The terms and conditions laid down in the NIT/RFP documents, work order of contract; Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with NIT/RFP shall be deemed to form and be read and constructed as part of this Agreement.
- f) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement unless the context otherwise requires:

- “Agreement” means this Agreement, the Schedules attached hereto and the agreed terms as set out in the RFP including any amendments and modifications to the above from time to time.
- “Confidential Information” means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is :
 - by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;But does not include information which is or becomes public knowledge other than by a breach of this Agreement;

- “Document” means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or/and databases or microfilm or computer generated micro fiche’
- “Contract period” shall refer as per clause 24.
- “Services” means all such services that are set out in the Scope of work as per RFP and includes any amendment, modification, clarification and addition to such Scope of work, as the RSRTC may deem fit and mutually decide upon by both the parties during the Term of this Agreement in order to enable the performance of the System, as set out in this Agreement;
- Bidding Authority refers to Executive Director (Traffic), RSRTC, Jaipur.

INTERPRETATION:

- In this Agreement unless a contrary intention is evident
- The clause headings are for purposes of convenience of reference only and do not form part of this Agreement
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses
- Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.
- A word in the singular includes the plural and a word in the plural includes the singular.
- A word importing a gender includes any other gender,
- A reference to a person includes a partnership and a body corporate;
- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Agreement and the RFP, the terms hereof shall prevail.

IN WITNESS WHERE of the Parties here to have hereinto set their hands and seal the day and year first above written.

<p>_____</p> <p>Executive Director (Traffic), Rajasthan State Road Transport Corporation, Head Office, Jaipur</p> <p>Witnesses :</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>Authorized Signatory, SECOND PART</p> <p>NAME: DESIGNATION: ADDRESS:</p> <p>Witnesses :</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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43. DEPOTS LOCATIONS:

S.No.	Location	S.No.	Location
1.	Jaipur	29.	Anoopgarh
2.	Vaishali Nagar	30.	Bikaner
3.	Vidhydhar Nagar	31.	GangaNagar
4.	Deluxe	32.	Hanumangarh
5.	CBS Jaipur	33.	SardarShahar
6.	Dausa	34.	Churu
7.	Kotputali	35.	Sikar
8.	Bharatpur	36.	Jhujhunu
9.	Lohagarh	37.	Falna
10.	Hindaun	38.	Phalodi
11.	Karoli	39.	Jodhpur
12.	Alwar	40.	Jaisalmer
13.	Matsya Nagar	41.	Jalore
14.	Dholpur	42.	Pali
15.	Tijara	43.	Sirohi
16.	Kota	44.	Aburoad
17.	Bundi	45.	Udaipur
18.	Tonk	46.	Banswara
19.	Jhalawar	47.	Rajasamnd
20.	SawaiMadhopur	48.	Khetri
21.	Baran	49.	Chittorgarh
22.	Ajmer	50.	Dungarpur
23.	CBS Ajmer	51.	Barmer
24.	Beawar	52.	Shahpura
25.	Deedwana	53.	Srimadhopur
26.	Nagaur	54.	Pratapgarh
27.	Ajaymeru	55.	CBS Ahmedabad
28.	Bhilwara	56.	CBS Delhi

44. ANNEXURES:

Annexure-1

Covering Letter for Technical Bid:

Executive Director (traffic)
RSRTC Head Office,
Parivahan Marg, C-Scheme
Jaipur- 302001

Sir,

Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to "XXXX." under the project 'XXX' in RSRTC as required and outlined in the RFP.

I/ We undertake, if our bid is accepted, to develop the XXX in accordance with the requirements.

I/ We agree to abide by this bid for a period of three months after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We agree to the terms & conditions mentioned in the RFP document.

Dated this _____ day of _____

Signature (in the capacity of)
Duly authorized to sign Bid for and on behalf of

Seal of the Company

Annexure-2

Declaration by the Bidder

In relation to my/our Bid submitted tofor
procurement ofin response to their Notice Inviting Bids
No.....Dated.....I/we hereby declare under Section
7 of Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of a criminal offense related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the RTPP-Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/We hereby declare that the in the preparation and submission of proposal, I/We have not acted in collusion with any other bidder and not done any act, deed or thing which is or could be regarded as anti-competitive.
7. I/We hereby further declare that I/we have not offered nor will offer any illegal gratification in cash or any other kind to any person or agency in connection with the instant proposal.
8. If any information is found to be wrong in any way, then the corporation shall have the right to cancel my bid without prejudice.

Date:

Signature of the Bidder

Place:

Name:

Designation:

Address:

Seal of the Company

Annexure-3

Format for “Request Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format only in soft copy (xls file) as mentioned in “Key Events and Dates” clause

Rajasthan State Road Transport Corporation		
	Bidders request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone/ Fax & e-mail point of contact.		
Telephone		
FAX		
E Mail Address		
Bidding document reference (s) (page no. & section no.)	Content of RFP requiring clarification	Points of clarification required

Pre-bid queries will be entertained only for those bidders who have send the pre-bid queries before 26/08/2020 at 04:00PM. After this date, RSRTC is not liable to answer the queries.

Place:

Date:

Name & Signature:

Company Seal:

Annexure-4

Compliance with the Code of Integrity and No Conflict of Interest:

Any person participating in a procurement process shall-

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The bidder participating in a bidding process must not have a Conflict of Interest.

- A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- B Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the

- same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure-5

Grievance Redressal during Procurement Process:

The designation and address of the First Appellate Authority is as per clause -30

The designation and address of the Second Appellate Authority is CMD, RSRTC

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the Officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (3), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid Process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filling appeal
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (j) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See Rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i) *

(ii)

(iii)

3. Number and date of the order appealed against And name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4.If the Appellant proposes to be represented By a representative, the name and postal address

of the representative:

5.Number of affidavits and documents enclosed with the appeal:

6.Grounds of appeal:

.....
.....

..... (Supported by an affidavit)

7.Prayer:

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

Place

Date

Appellant's Signature

Annexure-6

Certificate of Conformity / No Deviation

{To be filled by Letter Head of the Bidder}

The Executive Director (Traffic),
Rajasthan State Road Transport Corporation,
Head Office, Parivahan Marg, Chomu House,
Jaipur - 302001, Rajasthan

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations and assumptions.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure-7

Certificate of Conformity / No Deviation by OEM

{To be filled by each OEM Letter Head in separate}

The Executive Director (Traffic),
Rajasthan State Road Transport Corporation,
Head Office, Parivahan Marg, Chomu House,
Jaipur - 302001, Rajasthan
NIB Ref No. _____

CERTIFICATE

I/We _____, (name and address of the manufacturer) are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing locations) do hereby certify that, the specifications of Items (Hardware & Software) as mentioned below:

Are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the required specification. These items are being quoted by M/s. _____, in compliance to the Technical Specifications mentioned under item no. _____, of RFP.

I/We assure that our equipment/ software will be supported and freely upgraded during the entire Contract/ Project period.

Further, to certify that these items comply with Period of end of sale, Period of end of service and Period of back to back support, updates and patches as specified in RFP.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, I/we hereby submit our token of compliance of above mentioned items and clauses of RFP without any deviations.

Thanking you,

Name of the OEM: -

Authorised Signatory: -

Seal & Sign of the Organization: -

Date:

Place:

Annexure-8

Manufacturer Authorization Form (MAF)

{To be filled by each OEM Letter Head in separate}

The Executive Director (Traffic),
Rajasthan State Road Transport Corporation,
Head Office, Parivahan Marg, Chomu House,
Jaipur - 302001, Rajasthan

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: NIB/ RFP Ref. No. _____ dated _____

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Equipment/ Hardware/ Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

- We undertake to provide OEM Warranty for the offered Equipment/ Hardware/ Software, as mentioned above, for 5 Years.
- We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next twelve months from the date of bid submission.
- We hereby confirm that the offered Equipment/ Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 5 years from the date of bid submission.
- We hereby confirm that we have direct back-to-back service support agreement with the bidder for the project duration of 5 years as per RFP. RSRTC will be able to log a support ticket directly to our helpdesk to get telephonic/ remote support directly from us, as required.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____ Seal: -----

Annexure-9

Bank Guarantee Format – Bid Security

(To be stamped in accordance with Stamp Act and to be issued by a Nationalized / Scheduled bank
having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

The Executive Director (Traffic),
Rajasthan State Road Transport Corporation,
Head Office, Parivahan Marg, Chomu House,
Jaipur - 302001, Rajasthan

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <Please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Rajasthan State Road Transport Corporation, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan (hereinafter referred to as “RSRTC”) by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

and whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the RSRTC as bid security deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RSRTC of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RSRTC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges

and expenses caused to or suffered by or that may be caused to or suffered by the RSRTC on account thereof to the extent of the Bid security required to be deposited by the Bidder in respect of the said bidding document and the decision of the RSRTC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RSRTC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RSRTC and it is further declared that it shall not be necessary for the RSRTC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RSRTC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media like email to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RSRTC to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

Annexure-10

Bank Guarantee Format – Performance Security Deposit (PSD)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only
and to be issued by a Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at
Jaipur, Rajasthan)

The Executive Director (Traffic),
Rajasthan State Road Transport Corporation,
Head Office, Parivahan Marg, Chomu House,
Jaipur - 302001, Rajasthan

1. In consideration of the Rajasthan State Road Transport Corporation (hereinafter called "RSRTC") having agreed to exempt M/s(hereinafter called "the said Second Part" from the demand, under the terms and conditions of an Work Order / Letter of Intent (LoI) No.....datedmade between the RSRTC and(Second Part) for the work of Performance security deposit for the due fulfillment by the said Second Part (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs.....(Rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "Bank") at the request of Second Part (s) do hereby undertake to pay to the RSRTC an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RSRTC. Any such demand made on the bank by the RSRTC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RSRTC and us..... (Indicate the name of Bank), bound ourselves with all directions given by RSRTC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RSRTC any money so demanded notwithstanding any dispute or disputes raised by the Second Part (s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator

etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RSRTC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RSRTC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Second Part (s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the RSRTC that the RSRTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Second Part (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RSRTC against the said Second Part (s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Second Part (s) or for any forbearance, act or omission on the part of the RSRTC or any indulgence by the RSRTC to the said Second Part (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of..... (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Second Part (s).
7. We..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RSRTC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RSRTC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RSRTC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable

against the Bank notwithstanding any security which the RSRTC may have obtained or obtain from the contractor.

10. We..... (Indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/ constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RSRTC

For and on behalf of the RSRTC

Signature

(Name & Designation)

Annexure-11

Format for Consortium Agreement

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this day of..... 20..... By:
M/s. a Company incorporated under the laws
of..... and having its registered office at.....
(Hereinafter called the "Prime Bidder/First Member" which expression shall include its
successors); and

M/s. a Company incorporated under the laws of
..... and having its registered office at.....
(Hereinafter called the "Second Member" which expression shall include its successors)

The Prime Bidder/First Member and the Second Member shall collectively hereinafter be called
as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as
"Bid") for the work of(Name of work).....for (Name of project)
of M/s..... to Rajasthan State Road Transport Corporation, Parivahan Marg,
Chomu House, Jaipur - 302001, Rajasthan (herein after called the 'Owner' or 'RSRTC'), RSRTC
being a Company incorporated under the Companies Act, 1956 having its registered office at
Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan, India (hereinafter called the
"RSRTC") in response to RSRTC Request for Proposal Document (hereinafter called as "RFP"
Document) Dated..... for the purposes of submitting the RFP/Bid no.
..... and entering into a contract in case of award for the work of
(Name of work).....For (Name of project) of RSRTC.

WHEREAS, the RSRTC invited bids vide its RFP document no. for the work of
..... AND WHEREAS as per document, Consortium bids will also
be considered by the RSRTC provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the RSRTC vide proposal dated based
on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and
submission documents, in accordance with the requirement of PQ document conditions and
requirements have been signed by all the partners and submitted to the RSRTC.

AND WHEREAS Clause _____ of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Prime Bidder of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to RSRTC and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. shall act as Prime Bidder for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. That M/s _____ which is the Prime Bidder of the Consortium shall invest and continue to invest % (at least 51% to be invested by Prime Bidder) interest in the Consortium for the Lock in Period as specified in the RFP document.
4. That M/s _____, (Second Member) shall invest and continue to invest % interest of the Consortium for the Lock in Period as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of RSRTC.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S.No.	Project Component/Activity	Roles & Responsibility of Prime Bidder	Roles & Responsibility of Second Member of Consortium
1			

2			
3			

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them. In case of any issue, the lead member would be responsible for all the roles and responsible and for all the damages and penalties.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Prime Bidder shall be the single point of contact for the RSRTC, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from RSRTC to the Prime Bidder shall be deemed to have been duly provided to all the members of the consortium.
10. If RSRTC suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to RSRTC on its demand without any demur or contest. The RSRTC shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the RSRTC to proceed against the Prime Bidder before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the RSRTC, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to RSRTC.
12. It is expressly agreed by the Members that all the due payments shall be made by the RSRTC to Prime Bidder only.

13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Prime Bidder shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by RSRTC.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of has been affixed in my/our Prime Bidder presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Lead Bidder)</p> <p>(Signature of authorized representative) Name : Designation:</p>
<p>Common Seal of has been affixed in my/our Second Member presence pursuant to Board of Director's resolution dated</p>	<p>For and on behalf of M/s..... (Second member)</p> <p>(Signature of authorized representative)</p>

1) Witness	Name :
2) Witness	Designation:

Annexure-12

RSRTC Existing ETM Machine specifications

ETIM Specification (SI: M/s Ebix Software India Pvt. Ltd)		
SN	Particulars	Specification
1	Processor	ARM® Cortex®-A Min. 9 and above. Micro Processor based system with 32 bit with minimum 350 MHz speed or equivalent.
2	Operating System	Android 4.4 or Higher
		This OS should have strong functionalities having at least the following features:
		a. Capability of multi tasking i.e. forking a child process from main process
		b. Capability of multithreading application
		c. Seizing of a single resource by more than one competing process
		d. Looking of resource (GPRS modem, file) to prevent seizing by another process in case one process is using it.
		e. Unlocking of resource to allow another process the usage of the resource
		f. Scheduling to allow the usage of single resource by competing processes
		g. Forced unlocking of resource if a process seized it and crashed without freeing it
		h. Capability of upgrading application and configuration data over the air directly from the Backend server.
		i. In case, any specific software/application is required to programme/configure/manage the devices, the same will be provides free-of-cost.
3	RAM	Minimum 128 MB RAM.
4	Flash Memory	Min 256MB FLASH
5	Extendable Memory	SD/Micro SD card interface (Minimum 4 GB)
6	Display	Min.5 Inch touch screen display with virtual keypad
		b) Capable for displaying graphical images/icons.
		c) Display unit should have good readability even during night with proper backlight.
		d) Display unit should be dust-proof.
		e) Display panel should be scratch resistant.
7	Keypad	Virtual Keypad
		Touch Screen with soft-keys
8	Thermal Printer	a) Paper Width 57 mm

		b) Paper roll cage of minimum 25 mm to 40 mm.
		c) Printer shall support Thermal paper of 50-60 GSM.
		d) 384 DOT per line.
		e) Ultra fast 2 inch thermal printer with minimum 60 mm/sec speed.
		f) Easy paper roll loading mechanism, without using paper-feed-key.
		g) Transparent paper cover.
		h) PAPER OVER sensor.
		i) PAPER COVER OPEN Sensor
9	Language	Support multi-language display and printing, including English and Hindi
10	SAM slots	Minimum of 2 SAM Slots compliant to ISO Standards 7816.
		b) Cryptographic methods for card data security.
		c) Triple DES for key Management with UKPT (Unique Key per Transaction).
		d) Should support encryption standard including 3DES and AES for smart card reading.
		e) Validate EPurse Smart Cards to connect with other modes.
11	RTC	Inbuilt RTC with battery backup
12	Communication	a) Wireless Wide Area. GSM/GPRS on 850/900/1800/1900 MHz.;
		b) GPRS modem to suit Indian Frequency band/Bluetooth
		c) RS232C Serial Port for PC connectivity an 115K baud rate
		d) USB Port: Type A/Type
		e) Ethernet Port: 10/100/1000 Mbps or Wifi
		f) In built tamper proof SIM Card Holder
		g) GSM signal strength indication in display unit.
13	Barcode scanner	Support 1D/2D barcode reading, including EAN, UPC, CODE128, ITF25, Data Matrix, Maxi Code, Aztec, QR code, Vericode, PDF417, Ultra code, Code49, etc.
14	Battery	a) Min. 2200mAH along with detachable battery which can be carried by the conductor and can be changed at any point.

		b) Quick rechargeable in-built battery charger with over-charge/ over-voltage/ overcurrent protection capable to charge fully within 3 hours
		c) CHARGING and BATTERY FULL indications display in machine.
		d) Minimum of 300 full recharge LIFE-CYCLE for BATTERY.
		e) Capable of operating at least 8 hours in operation mode, or 72 hours of sleep/power save mode, per single charge with real time data transfer and smart card read & write facility.
15	Weight	a) Ergonomically designed for easy holding
		b) ETM should weigh appx. 250 gm to 700 gm with battery and thermal paper roll.
		c) Should be tamper proof design for fraud prevention
		d) Should be a rugged and compact design, water and dust resistance
		e) Design and appearance of the machine should be as required by RSRTC.
16	Security	a) Minimum of 2SAM Slots compliant to ISO Standards 7816.
		b) Cryptographic methods for card data security.
		c) Triple DES for key Management with UKPT (Unique Key per Transaction)
		d) Should support encryption standard including 3DES and AES for smart card reading.
17	Certification (MANDATORY)	EMV Level 1,2 & 3
		b) CE/FCC or equivalent Certification
18	Operating temp.	a) Operational Temperature: 0°C to 50°C
		b) Operational humidity: 40% to 80%
19	Contactless Smart Card Reader	a) Inbuilt contactless smart card reader
		b) IEC/ISO 14443A, Type A & B, Sony Felica compliant
		c) Read/ Write Capability
		d) Reading range at least 50mm
		e) e-purse transaction support

20	Magnetic Card Readers	Triple Track (Tracks 1,2,3,), Bi-directional
21	Indications on display	Battery Charge Status, GSM Signal Strength
22	Others	a) Change of any hardware part of ETM should not lead to the change in machine serial number and it should be provided in the encrypted form being physically embossed on the outer case of ETMs.
		b) Remote Administration: Over the air upgrade of firmware, application, configuration parameters, master data, etc. should be possible.
23	Accessories	a) Each ETM must be provided with carry bag.
		b) AC Charger(working from 160 V to 250 V, 50 Hz)
24	ETM Software Development Kit(SDK)	The supplier shall provide ETM SDK for the ETM firmware so that the ETM features can be developed by the successful bidder in future as required.
		The SDK shall provide functions/programmes/APIs to support at least the following:
		a) Smart Card Functions
		b) Communication Device functions
		c) Inter Process Communications functions.
		d) Multi Tasking functions.
		e) Multi threading Functions.