JULY 2020

RFP FOR SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTATION OF E- TICKETING SYSTEM PROJECT ON BUILD-OWN-OPERATE (BOO) MODEL FOR 08 YEARS

E-Bid No. 09/2020-21
NOTICE INVITING BID

JAIPUR CITY TRANSPORT SERVICES LIMITED

No. F3(100)Fin/JCTSL/2019-20/D - 975
Date: 08-07-2020

Notice Inviting e-Bid: - 09/2020-21
SPPP UBN - JCT2021SLOB00007

Jaipur City Transport Services Ltd. invites RFP for Selection of System Integrator for Implementation of e-Ticketing System Project on Build-Own-Operate (BOO) Model for 08 Years from the experienced, qualified, interested starter firm/persons/company/OEM in two cover upto 01:00 pm on 30-07-2020.


Chief Financial Officer
JCTSL, Jaipur

Signature and Seal of the Bidder
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1. ABOUT Jaipur City Transport Service Limited (JCTSL):

Public Transport is one of the most common modes of transport especially in a developing country like India. Jaipur City Transport Services Limited (JCTSL) is a city bus service for Jaipur, the capital of Rajasthan. It is operated by JCTSL. The system has been running from many years, but was heavily modified and was introduced in 2007. Initially, 100 buses were used. The new city bus was very well received by the local populace, and it became very popular. In 2009, a new fleet of low floor and low floor AC buses were introduced. It is run under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM). Bus service was initially only on the main roads, but it later operated in residential areas too. Now it also operates in congested areas. JCTSL was established to cater the increasing needs of Jaipur City. JCTSL covered travelling facility to the colonies, urban, sub-urban town, historical places, and tourist places and around Jaipur. JCTSL extended travelling facility to the colonies and sub-urban towns in and around Jaipur. Regardless of the heavy financial loss on the system, JCTSL has been operating about 250 city buses per day. The process of development and expansion of the system to the commuters is a regular process in JCTSL and JCTSL is expediting its responsibility. For declaring its public responsibility, Jaipur City Transport Services has been published for better transparency and accountability.

JCTSL is headquartered at Jaipur and has 32 primary routes. It has 3 depots (Sanganer, Vidhyadhar Nagar, and Todi) and fourth depot is under development at Bagrana.

2. PURPOSE OF THE BID:

JCTSL has plans to comprehensively introduce Integrated Transport Management System (ITMS) in its operations. JCTSL aims at upgradation of its bus operations to the level of an Advanced Public Transportation System. From being an efficient Smart City operation in the country, JCTSL has set its eyes on achieving milestone by universalizing the use of ITMS for Integrated GPS based Vehicle Tracking, Mobile PIS, ticketing through ETM machines covering the entire fleet of vehicles and operations to achieve total intelligence passenger transport systems to provide safe, reliable, affordable and commuter friendly services.

3. Instructions to bidders:

- For participation in e—tendering module it is mandatory for prospective bidders to get registration on website http://eproc.rajasthan.gov.in. Therefore, it is advised to all prospective bidders to get registration by making an online registration fee payment at the earliest.
- Tender documents can be downloaded from website www.eproc.rajasthan.gov.in.
- Service and gateway charges shall be borne by the bidders.
• If bidder is going first time for e—tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
• Bidders are requested to visit e—tendering website regularly for any clarification and/or due date extension.
• JCTSL shall not responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatever.
• The bidder are expected to submit their offers in two parts namely, “Technical Proposal” and “commercial proposal” in the format given in this document.
• Technical Bid: All the requested documents along with fee submitted by the firm should be duly signed by authorized Signatory and stamped with exact name of the bidder’s company, scanned and uploaded on E—Procurement Portal as mentioned in the NIB.
• Financial Bid: financial Bid Forms must be submitted as prescribed format of BoQ.
• The submission of bids would be acceptable only through online mode i.e. through E—Procurement Portal of Government of Rajasthan.
• Please note that prices should not be indicated in the Technical Bid and should be indicated in the Financial Bid only. Any mention of the prices in Technical Bid, bid shall make the technical bid non—responsive.
• Bidder should submit RFP document (through on line mode) along with the corrigenda/amendments released by JCTSL duly signed by authorized signatory and initiated and stamped on all pages along with their Technical Bid as a mark of acceptance of terms and conditions of JCTSL. This document should not contain any price or related information whatsoever.
• DD/BC/BG towards Bid Security/ EMD, cost of Tender Document and Processing Fee shall be submitted in office of JCTSL and photocopy enclosed with technical bid.
• The financial bid consists of only the duly filled along with the financial proposal in the format given Rate (excluding taxes) shall be clearly indicated in figures and words, in Indian Rupees. In case of any discrepancy, the rates quoted in words shall be considered. The taxes applicable along with existing rate of tax shall be clearly indicated.
• All the forms and formats shall be duly, properly and exhaustively filled in.
• Bidders or their Authorized Representatives may be present at the time of opening of Tenders.
• Financial bids of only the bidders who are found to be technically qualified in the technical bid evaluation will be opened. The date, time and venue of opening the financial bids will be intimated to the technically qualified bidders at the appropriate time. Representatives of the technically qualified bidders are permitted to be present at the time of opening of the financial bids.
• Tenders received after the due date and time, bids submitted without DDs/BCs/BG towards Bid Security/ EMD and without cost of Tender Document and without
Processing fee, incomplete tenders, bidders without not fulfilling the eligibility criteria etc., shall be summarily rejected.

- Conditional bids are liable for rejection.
- JCSTL reserves the right to accept or reject any bid without assigning any reason, and to annul the bidding process and reject all proposals at any time prior to award of contract. JCSTL will not be responsible for any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the grounds for JCSTL action.
- The tenders are liable to be cancelled at any stage without assigning any reason(s).
- The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical knowhow and the financial wherewithal that would be required to successfully provide the Integrated Solution for Implementation of E-Ticketing System Project on Build-Own-Operate-Transfer (B-O-O) model for 8 years for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

4. PRICE OF RFP
The price of this RFP document is Rs. 11,800/- (for MSME of Rajasthan Rs. 5900/-) inclusive GST@ 18%. 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 “MD, JCSTL” payable at Jaipur. The document can be downloadable from https://eproc.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.

   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 Managing Director (JCSTL)
Reg Office 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi Tonk Road,
Jaipur - 302015, Rajasthan
Phone: 0141-2744562
Email: jctsl.bus@gmail.com
8. KEY EVENTS:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Event's Name</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Publish Date</td>
<td>08-07-2020 upto 06:00 pm</td>
</tr>
<tr>
<td>2</td>
<td>Document Download / Sale Start Date / Clarification Start Date</td>
<td>08-07-2020 at 06:30 pm</td>
</tr>
<tr>
<td>3</td>
<td>Clarification End Date</td>
<td>13-07-2020 at 02:00 pm</td>
</tr>
<tr>
<td>4</td>
<td>Pre-bid Meeting</td>
<td>13-07-2020 at 03:00 pm</td>
</tr>
<tr>
<td>5</td>
<td>Pre-bid Meeting Minutes / Corrigendum</td>
<td>16-07-2020 upto 06:00 pm</td>
</tr>
<tr>
<td>6</td>
<td>Bid Submission Start Date</td>
<td>16-07-2020 at 09:00 am</td>
</tr>
<tr>
<td>7</td>
<td>Submission of hard copy of instrument of bid security, bid document fee and processing fee in JCTSL Office / Bid Submission End Date</td>
<td>29-07-2020 upto 13:00 pm</td>
</tr>
<tr>
<td>8</td>
<td>Technical Bid Opening Date</td>
<td>30-07-2020 at 14:00 pm</td>
</tr>
<tr>
<td>9</td>
<td>Financial Bid Opening Date</td>
<td>Will be notify</td>
</tr>
<tr>
<td>11</td>
<td>Bid Security Rs. 15,00,000/- (for MSME of Rajasthan Rs. 3,75,000/-)</td>
<td>DD/ BC/ BG in favor of “JCTSL” payable at Jaipur Rajasthan.</td>
</tr>
<tr>
<td>12</td>
<td>Bid document Fee Rs. 10,000 + 18% GST (for MSME of Rajasthan Rs. 5,000 + 18% GST)</td>
<td>DD/ BC in favor of “MD, JCTSL” payable at Jaipur Rajasthan.</td>
</tr>
<tr>
<td>13</td>
<td>Bid Processing Fee Rs. 1000/-</td>
<td>DD/ BC in favor of “MD, RISL” payable at Jaipur Rajasthan.</td>
</tr>
</tbody>
</table>

Note:-
- In the event of the date specified above being declared as a holiday for JCTSL the due date will be the following working day.

9. ELIGIBILITY CRITERIA:

Eligibility Criteria

A. The Bidders should be Indian Company(s) registered under the Indian Companies Act 1956-2013 and should have been in the relevant operation for at least 02 years. (Enclosed: Certificate/ Memorandum)

B. Consortium not more than three firms/ persons (1 Lead + 2 Consortium) are allowed subject to fulfillment of conditions laid down in RFP. The consortium shall not consist of more than two 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" 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. (Enclosed: JV Agreement)

C. Average Annual Turnover of the Prime Bidder from IT/ ITes/ ITMS/ ITS Services during the last two financial years, i.e. from 2017-18 and 2018-19 (as per the last published audited balance sheets) of the bidder, should be Rs. 2.00 Crs. (Enclosed: CA Certified Audited Balance Sheet)

D. The Prime Bidder and Consortium member shall have average positive net worth in last 02 financial years 2017-18 and 2018-19. (Enclosed: CA Certified Audited Balance Sheet)
E. The Prime bidder or consortium member must have executed one project of minimum Rs. 2.00 Crs. with integration of different modules in ITMS (Intelligent Transport Management System) for any Public Transport undertaking in India under BOO/ BOT/ BOOT/ DBOT during the last five years as on bid publish date. (Enclosed: A relevant copy of Work order or Completion certificate from the client)

F. The Prime Bidder or consortium member must have experience in a single project for implementation of at least 1000 ETIM or 300 VTS devices and Mobile App based ticketing for any Public Transport undertaking in India during the last five years as on bid publish date. (Enclosed: A relevant copy of Work order or Completion certificate from the client)

G. Bidder (Prime Bidder and/or Consortium Member) should be certified for ISO 9001-2008 or ISO 27001 or CMMI 3 Certification or higher. (Enclosed: Attached Proof)

H. The Prime Bidder (including all consortium members) should not be declared as bankrupt or shall not have any proceeding for bankruptcy or insolvency/ debarred/ blacklisted/ banned/ not being under declaration of ineligibility for corrupt or fraudulent practices or Non-delivered or non-performance by any Government /JCTSL/ PSU/ Autonomous Body under any Law in India as on date of submission of the Bid. Documentation Required: An Affidavit on Rs. 500/- stamp paper signed by the Authorized Signatory of the Bidder and consortium members

I. The Bidder should have at least one operational/Maintenance office in Rajasthan

J. The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal.

K. The bidder should have 25 software development, hardware and networking professionals on their rolls.

10. BID SECURITY DEPOSIT:
The Bidder shall furnish the BSD as part of this bid;

- The BSD of Rs. 15,00,000/- (for MSME of Rajasthan Rs. 3,75,000/-) shall be denominated in Indian Rupees, and shall be submitted in the form of a Banker’s cheque/ DD/ bank guarantee issued by a Scheduled Bank in the favour of “MD, JCTSL” payable at Jaipur.

- No interest amount payable on the Bid security.

- Bid security shall be valid 30 days beyond the original or extended validity period of the bid.

- The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

The BSD may be forfeited:
- When the bidder withdraws or modifies its bid after opening of bids; or
- When the bidder does not execute the agreement, if any, after placement of supply/ work order within the time specified; or
• When the bidder does not deposit the performance security within specified period after the supply/work order is placed; or
• When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified; or
• If the bidder breaches any provisions of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules

11. PERFORMANCE SECURITY:
Within 7 days of the receipt of notification of award from JCTSL, the successful Bidder shall furnish the Performance Security Deposit of 5% (1% for MSME of Rajasthan) of the total contract value 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/BC (in favour of “MD, JCTSL” payable at Jaipur)/ Instrument of Nationals Savings/ FDR of scheduled Bank 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 infringed.
   b) When the bidder fails to make complete supply satisfactorily.

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, JCTSL, 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 JCTSL to disclose the reasons for this change.
- The amendment will be notified through website of JCTSL 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, JCTSL may, at its discretion, extend the last date for the receipt of Bids.
• JCTSL 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 JCTSL 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 JCTSL 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 JCTSL, 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.

• JCTSL 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 JCTSL.

• 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 bid. A bid valid for a shorter period shall be rejected by JCTSL as non-responsive and shall not be taken up for evaluation purposes.
- JCTSL 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 JCTSL 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. JCTSL 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.
- JCTSL 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 JCTSL and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

12.12 Evaluation of Bid
   Evaluation Methodology
   JCTSL will examine the bids in two phases.
   a) Phase 1 – Technical Evaluation
      All bids will go through an evaluation against the Eligibility Criteria as mentioned in this bid. Only those bidders who meet the Eligibility Criteria would be considered for Phase 2 of the evaluation process.
   b) Phase 2 – Financial Evaluation
      The financial bids of the bidders qualifying Phase 1 of evaluation shall be opened in the presence of the representatives of the qualified bidders and award the bid on the basis of lowest quoted price (L1).

12.13 Post Qualification and Award Criteria
- This determination will take into account the Bidder's financial and technical strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as JCTSL deems necessary and appropriate.
- A negative determination will result in rejection of the Bidder's bid, in which event; JCTSL will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- JCTSL is not bound to accept the best evaluated bid or any bid and reserves the right to reject any bid without assigning any reason thereof.
13 SCOPE OF WORK:

13.1 Electronic Ticketing Machines:

The major tasks to be done (but no limited) are as follows:

• Scope of work for bidder will cover requirement gathering AS-IS and TO-BE (Cloud based hosting, Networking, Head Office, Bus Depot, etc), solution design & sign-off, SRS design and sing-off, development and customization of the software, testing, supply & installation of hardware, connectivity (depot, central office, cloud hosting & SiMs for ETMs), UAT and PAT (Production Acceptance Testing), deployment, training, documentation, achieving performance levels (SLA), manpower, operation & maintenance for complete contract period.

• The Bidder shall carry out Software design, development, procurement, customization, deployment, training & documentation.

• JCTSL intends to give ETM to each of their conductor.

• The ETM will support secure transfer of financial data from ETM through GSM/3G network to a central server at preconfigured intervals.

• Fare and other real time information should be updated Over the Air (OTA).

• Capability of transfer Mobile Ticket data via local WiFi into conductor ETM.

• Integration of the ETM with the backend ticketing platform.

• ETM should have the capability of booking ticket on real time basis.

• The ETM should be capable of performing the functions like uploading and downloading of data, like Route Details, Fare details, Concession details, issuance of tickets as QR code when needed, validation of Smartcard Passes, accepting Smartcard e-purse (in future), sending online en-route data to central server.

• In the event of failure of ETMs, a pre-printed ticket inventory software module (and cash reconciliation) will be provided at the depot by the bidder for uninterrupted bus operations. Functionalities like ticket inventory management, conductor tray inventory, tray to tray ticket transfer, reversal of un-used tickets from tray to depot inventory, reconciliation of tickets, waybill consumption reports, etc

• The system should then allow auto compilation of tickets and its details, revenue reconciliation, daily income reports, online MIS and decision support system as per requirements of JCTSL.

• The bidder will build facility to capture passenger feedback & ratings through the ETM, send it to central server & generate reports.

• Facility to capture the status of the number of passengers travelling inside the bus and uploading it to the central server.

• Functionality to be built for line checking staff including reports like cash collected, passengers travelled, penalty ticket issuance, authentication of ticket checking staff.
• Scheduling & dispatch module shall be used to create route, schedule and dispatch vehicles in operations.
• The system should be capable of dispatch distribution and transport operations, rescheduling vehicle and driver and conductor assignments but the operation would be taken care by JCTSL.
• Local depot scheduling staff can be able to modify based on the local available resources and conditions.
• The conductor would be responsible for his ETM. In case of any damage/theft/ and any other serious issue, the concerned conductor will be responsible for the same and repair amount would be recovered. The bidder has to replace such ETM on chargeable basis.
• JCTSL will provide the Thermal paper rolls & stationery, civil infrastructure & uninterrupted power supply needed for the project.

13.2 Contactless Smart Cards or Virtual Cards:
The major tasks to be done (but not limited) are as follows:
• JCTSL will use the RFID Smartcard launched by Successful bidder, who will also integrate to the RSRTC RFID Smart card, Metro Smart Card, NCMC etc. to the system in the future.
• The RFID Contactless Smart card would have the facility to top up the e-purse / wallet or renew the seasonal passes through JCTSL/RSRTC Counters or via Mobile App through online payment gateway.
• The RFID Contactless smart card system should have the wallet (e-purse) facility for JCTSL commuters. The successful bidder should design a Smart API for third party integration like RSRTC, JMRC and JCTSL for future use.
• The successful bidder should develop a mobile app for ticketing and issuing virtual smart card for commuters.
• The commuters able to top-up this virtual smart card as per their need through Mobile App and book ticket, this ticket should be validate by the conductor inside the bus for a certain period as decided by JCTSL.
• Automatic Fare Collection System (AFCS) should design by the successful bidder using ETM, Mobile App and the RFID Smart Card/Virtual Card for cashless journey.

13.3 Online MIS and Reporting:
Provide Managerial Information System for Data Analysis, Data Mining of various bus operations, revenue collected, passenger load etc. This can be useful to JCTSL in framing of time table and better fleet utilization. The major tasks to be done (but not limited to) are as follows:
Daily M.I.S.
   a. Depot wise Daily Operational Results (KMs, Revenue, EPKM and LF)
   b. Depot wise Progressive Operational Result.
   c. Trip wise vehicle wise operational summary
   d. Schedule & Vehicles Statement as on date.
   e. Vehicle & w/s performance report on (Operational Results in ascending &
      Descending as per Requirement)

Monthly M.I.S.
   a. Monthly Trip wise Cum Route wise Information of Services
   b. Trip wise cum Date wise Register.
   c. Schedule wise cum Date wise Register.
   d. Conductor wise cum Date wise Register.
   e. Schedule wise conductor wise Earning per Km.
   f. Conductor wise Income Statement Compared with Route Average.
   g. Conductor wise Income Statement Compared with other Conductor & Target.
   h. Conductor wise Class (A, B, C, D) wise Analysis.
   i. Conductor Income Statement Compared Average Route Income.
   j. Cause wise Curtailment of Trips & Kilometer (Daily & Monthly).
   k. Date wise Curtailment Information with Route.
   l. Route/Schedule wise operational results variance from Target (Compared with
      Target)
   m. Date wise all Schedules Operational results
   p. Progressive Schedule wise Operational Results variance from Target. (Kms,
      Income, EPKM, L.F.)
   q. Date wise & Month wise Extra Operational Results.
   r. Date wise Schedule & Trip wise Information.
   s. Monthly Schedule/ Trip wise Curtailment with reasons as per M.I.S.
   t. Schedules wise operational Results of schedule passing through a destination
      point or route segment.

Note: Other Statement/ Reports to be generated as per requirement of JCTSL.

13.4 Vehicle Tracking System:
Vehicle Location Tracking (VLT) as per the specification of AIS-140 will broadly consist of the
following (but not limited to):

b) VLT device shall be capable of obtaining position information using Global Navigation Satellite System (GNSS) or latest positioning system as per Govt. guidelines.

c) VLT - GPS receiver antenna to receive satellite signals, and transfer vehicle movement data to a central server through GSM/3G/4G/VoLTE networks.

d) VLT device shall be capable of transmitting data to minimum 2 different IP addresses (1 IP address for regulatory purpose (PVT data) and 1 IP address for Emergency response system other than the IP's required for Operational purpose.

e) Allow for receiving alerts from buses regarding incidents/ accidents between the vehicle crew and control room.

f) Central server will host the Fleet tracking application to manage and monitor fleet performance through backend intelligence (MIS analytical & reporting) tools supported by API based maps, text, reports and graph displays generating alerts for exception events.

g) Interface by providing feeds to mobile applications for commuters to receive service related information in real time on demand through web or SMS interface respectively. Response to query for service data shall be appropriate to the channel from which the enquiry was received.

h) Device shall have 3 axis accelerometer and 3 axis gyroscope for getting the alerts on harsh breaking harsh acceleration, and rash turning.

i) Support Driver Appraisal Card for performance based incentives.

j) Vehicle movement data will, at the minimum, capture the following:
   • Longitude and latitude of routes, bus stops/ stands route, depots etc. A survey shall be conducted by the firm for taking geo-fence & geo code
   • Location of buses in movement (displaying Route/ Trip/ Schedule number/ Crew ID/ Direction of travel/ date/ time/ travel / time estimation/ distance/ speed/ etc.) and buses stationed (Displayed at Bus Depots/ Stands/ Workshops/ Pickup Points/ Stops, etc.)
   • Adherence to schedule will include a set of preconfigured parameters, at the minimum, journey times/ distance/ trips/ stoppage at authorized bus stops/ over speeding, harsh acceleration/braking etc. For example, capture missed/ canceled/ completed/ deviated/ delayed trips by origin/ en-route points/ Destination etc. supported by a color coded display of varying levels of schedule Adherence – On time, Delayed – and take corrective action accordingly.
   • Successful Bidder shall provide a vector GIS map of required region of at least 1:25000 scales. Maps should be used to fulfill the requirements of the project which
should be updated every six months to show expansion of JCTSL operations.
Bidder to procure all commercial license and necessary clearances for obtaining
the maps. Maps should be refreshed at pre-configurable intervals.

k) Map Display Requirements, at the minimum include:
   • Planned vs. actual movement of vehicles with ETA displayed at each bus stop.
   • Real-time running - trip linear diagram of buses on a particular route with moving map.
   • Auto headway detection and notification on bunching.
   • Recorded details of the bus movement along the authorized route for a period of
     three months online and archived data for 5 years.
   • Flashing icon for breakdown, accident, and emergency, idle bus etc.
   • Enable JCTSL staff to query, and visualize graphically, schedule adherence (color
coded display of levels of service adherence: On Time, Delayed etc.)
   • Support map based creation/ modification of routes and geo-coding/fencing
   • Role based access to monitor the vehicle movement.
   • Support multiple window views for an overview with capabilities to close up and enlarge a
     screen of interest with a pop up of all the information related to the vehicle/s.

(l) The portal shall be accessed by Monitoring/Control Stations, staff authorized by JCTSL and
shall be the single point entry for authentication and role based access and a color coded
display of bus stop wise Estimated Time of Arrival (ETA) of buses.

m) Successful Bidder will undertake a survey to geo-code and geo-fence JCTSL service related
data required for the solution such as route, bus stops, bus stands, depots etc. Successful
Bidder will populate masters and update the database as and when required on the
movement of vehicles (work closely with schedule creating/planning procedures through
applications developed as a part of the scope of the project and associated crew details.

n) A dashboard on fleet performance shall be made available for each user role from VTS with
critical information pertaining to adherence to parameters such as distance, depot, divisions,
shift, bus stop, route, schedule, trip (canceled/missed/completed/deviated trips) etc.

o) Backend Intelligent for Planning is required through a decision support system using
Artificial Intelligence. The Successful Bidder is free to use the appropriate application that
integrates workflow at the depot and Central Office level. Configuration Module will
contain master data configuration settings at central level synchronized to automatically
update routes (VTSU) as and when schedules are modified. Support canceling a service
(full/partial) dynamically for present/future/previous date of journey, for a day or period
and record any operational information, re-introduce the cancelled service for a day or
period. Support time mode and distance mode configurable intervals.
13.5 Mobile App:

The major tasks to be done (but not limited to) are as follows:

- The successful bidder should develop or launch a mobile application as required by JCTSL, which would have the ticketing facility.
- It should have a user-friendly interface and should need minimum human touch points to access required content.
- Mobile Application must cater to screen sizes and resolutions of all smart phones.
- Mobile Applications must be approved and available on play store
- Mobile application should provide all the facilities of the Smartcard top-up & renewal online in future.
- Mobile application should be able to integrate all the payment option i.e. Payment Gateway, Wallet and QR Code integration with Smart Card (E-Purse) payment facility.
- Mobile application should have separate functionality for passengers waiting at bus stands / bus stations for buses and passengers traveling in bus.
- Passenger Information System (PIS) with ETA facility for passengers
- Should be able to handshake with conductors ETM in bus for verification, acknowledgement & reconciliation of Mobile tickets / mobile passes.
- Stops names for each route name and route number.
- Passengers should be able to Live track and provide the feedback or rating to the app.

13.6 Data Center and Recovery Center on Cloud:

- The complete data should be store at DC/DR (Cloud) site as per guidelines of MiIT, 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 (application and database) for hardware in DC / DR (Cloud).
- The current three months data of buses shall be store at DC/DR (Cloud) and after that the complete data should be migrated / purge at Archive servers / Tape libraries for monitoring purpose of historical incidents.

14 OBLIGATIONS OF JCTSL:

- JCTSL shall provide table space for control and command centre & all depots/bus stands for providing support in operation, regular maintenance of the all hardware devices deployed by the successful bidder.
- JCTSL shall bear electricity bills/charges at the service centre situated at depots.
- Provide information regarding bus schedule & location information for installation of VTS/GPS devices.
- Provide buses for installation and maintenance of VTS device on time as per the decided schedule.
15 TRAINING OF JCTSL 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 @50 JCTSL staff per year. Training should be provided for complete scope of RFP to designated officials of JCTSL.
- Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in Hindi.

16 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 JCTSL by the successful bidder at no extra cost.

17 DOCUMENTATION:
The successful bidder shall prepare all necessary documentation for the project, and provide this to JCTSL 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 JCTSL. 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.
18 PROJECT IMPLEMENTATION PLAN:

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

- The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.
- 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 JCTSL.

<table>
<thead>
<tr>
<th>SNo</th>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Start (within 7 days from the date of signing of agreement)</td>
<td>T1</td>
</tr>
<tr>
<td>2</td>
<td>Phase-I (Pilot phase for Vidhaydhar depot)</td>
<td>T1+4 weeks</td>
</tr>
<tr>
<td></td>
<td>• System study AS-IS and TO-BE and documented</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Procurement of related hardware for Pilot Phase</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Submitted the SRS/FRS technical document</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Simultaneously develop the ETM Application/MIS/VTS portal/Mobile App and Testing as per defined scope of work and standing instructions.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Complete deployment of Cloud/DC hosting for front/backend ETM/MIS/VTS/Mobile applications.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Phase-II (Roll out in rest depots)</td>
<td>T1+5 weeks</td>
</tr>
<tr>
<td></td>
<td>• Installation of all ETM related hardware, local servers and 50 VTS devices for the pilot phase depot</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>• User Acceptance Testing (UAT)</td>
<td>T1+6 Weeks</td>
</tr>
<tr>
<td></td>
<td>• Bug fixing, if any</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>• Production Acceptance Testing (PAT) for Software Applications</td>
<td>T1+7 Weeks</td>
</tr>
</tbody>
</table>

The time line to complete Phase I and Phase II is (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.
19 PAYMENT TERMS:

a) The successful bidder request for payment shall be made to the JCTSL 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 fulfillment of all the obligations stipulated in the Contract.

b) The successful bidder may request for payment to the JCTSL on monthly basis.

c) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

d) 10% extra payment would be given to the successful bidder for issuing tickets through online mobile app and all type of card payment.

e) Payment of installed devices must be initiated from the date of live on the portal and those devices will also be covered in SLA even though the status of the entire project is not GO-LIVE.

f) 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.

g) Due payments shall be made promptly by the JCTSL, generally within thirty (30) days after submission of an invoice or request for payment by the successful bidder.

h) The currency or currencies in which payments shall be made to the successful bidder under this agreement shall be Indian Rupees (INR) only.

i) All remittance charges will be borne by the successful bidder.

j) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute within 90 days.

k) 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.

20 SERVICE LEVEL AGREEMENT:

SLA is the contract between JCTSL and the successful bidder. SLA defines the terms of the Successful bidder’s responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by JCTSL in the Service Level Agreement with Successful bidder.

The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.
1. The successful bidder is supposed to maintain all hardware, software and connectivity at the level of depot/bus stand/data center fully functional modes for the entire project period.

2. To support the above, the ETM/VLT application shall have a dash board / report for non-working VTS devices and provision to mark ETM/Vehicles availability and status of faulty unit / action required.

3. The faulty ETM machine shall be repaired / replaced before departure of bus to next trip from depot. In case, the fault is detected / reported after departure of the bus from depot, the bidder will repair / replace the device within 24 hours of detecting / reporting the fault. In case of delay in repairing / replacing the device, penalty of Rs 500/- per day for non-functioning of the device will be imposed.

4. The faulty VTS/GPS device shall be repaired / replaced before departure of bus to next trip from depot. In case, the fault is detected / reported after departure of the bus from depot, the bidder will repair / replace the device within 48 hours of detecting / reporting the fault. In case of delay in repairing / replacing the device, penalty of Rs 200/- per day for non-functioning of the device will be imposed.

5. The installed computer/printer/UPS etc. hardware items at Control and Command Center/Depots shall be repaired / replaced within 48 hours of fault detection / reported time. In case of delay in repairing / replacing the device after 48 hours, penalty of Rs 200/- per day per device for non-functioning of device will be imposed.

6. Penalty for delay in final Go-Live of the project at all locations will cover under liquidated damages provisions.

7. The successful bidder will ensure that the service at DC and DR (both on Cloud) is up and functional 24 X 7 both in terms of hardware as well as application software. For the purpose of service level assurance, the downtime hours shall be calculated on monthly basis. The overall uptime of DC/DR (Cloud) services should maintain a minimum of 98% or more on monthly basis. The table below shows the calculation for the down time in hours and applicable penalty in term of percentage (%) on total monthly payable amount.

<table>
<thead>
<tr>
<th>Srl</th>
<th>Uptime of Central Server/Data Center</th>
<th>Penalty in % on total monthly payable amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>98% or more</td>
<td>NIL</td>
</tr>
<tr>
<td>2.</td>
<td>&gt;= 97% to &lt; 95%</td>
<td>3%</td>
</tr>
<tr>
<td>3.</td>
<td>&gt;= 95% to &lt; 93%</td>
<td>5%</td>
</tr>
<tr>
<td>4.</td>
<td>&gt;= 93% to &lt; 90%</td>
<td>8%</td>
</tr>
</tbody>
</table>
8. **ETM Ticket Data Transmitted over GPRS**:

<table>
<thead>
<tr>
<th>Definition</th>
<th>ETM Ticket Data Transmitted over GPRS is defined as pushing of ticketing data from ETM to server directly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Level Requirement</td>
<td>98%</td>
</tr>
<tr>
<td>Measurement of Service Level Parameter</td>
<td>Report Generated from System</td>
</tr>
</tbody>
</table>
| Penalty for non-achievement of SLA Requirement | Non Transmission of Data would attract a penalty per day as per the following –
%Transmission: Ticket Data Sent/Total Tickets (in%)
Notwithstanding anything contained in the RFP document, if %Transmission < 98%, then no payment would be made for the quantity of tickets less than 98%.
Eg: If % Transmission=97.5%, then (98-97.5)=0.5 i.e. amount for 0.5% tickets of the total monthly tickets would not be payable to the successful bidder |

9. **Security & Incident Management SLA**:

| Definition | Security Incidents could consist of any of the following but not limited to:
Virus Attack – This shall include Malicious code infection of any of the desktops/servers in the network.
Denial of Service Attack - This shall include non-availability of service
Data Theft - Compromise of any kind of data through network.
Intrusion – Successful / unsuccessful unauthorized access to JCTSL Application/ network resulting in loss of confidentiality/integrity/ availability of data. |
| Service Level Requirement | There should not be any such incident |
| Measurement of Service Level Parameter | The network should be monitored for:
Virus Attack - Any virus infection and passing of malicious code through JCTSL’s proposed network shall be monitored or member complaints of virus infection shall be logged at the help desk system and collated every quarter.
Denial of Service Attack (DoS) - Non availability of any services shall be analyzed and forensic evidence shall be examined to check whether it was due to external JCTSL attack.
Intrusion - Compromise of any kind of data hosted by JCTSL. |
| Penalty for non-achievement of SLA Requirement | If the Successful Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following – |

<table>
<thead>
<tr>
<th>Incidents in a quarter</th>
<th>0&lt;Incidents&lt;= 7</th>
<th>7&lt;Incidents &lt;= 9</th>
<th>Incidents &gt;= 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penalty (In Rs. per Quarter)</td>
<td>5000</td>
<td>10000</td>
<td>20000</td>
</tr>
</tbody>
</table>
Note: The consolidated maximum penalty amount should not exceed 10% of the total project cost at any time during complete project period of 08 years otherwise the contract may be terminated by JCTSL. The notice of termination shall specify that termination is due to the reason that the bidder is unable to meet the primary objective of the project.

21 CONTRACT PERIOD:
The contract period shall be implementation plus eight years (4 months of implementation and 96 months of operation period) after the signing of contract. Contract period can be extended with mutual consent (bidder and JCTSL) as per RTPP Act 2012 and Rules 2013.

22 THIRD PARTY AUDIT:
1. A Third Party Quality Certifying Agency (STQC or any other agency empanelled with GOI/GoR in consultation with JCTSL) 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 JCTSL 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.

23 **CHANGE MANAGEMENT:**

a) JCTSL 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 JCTSL.
2. The method of Deployment.
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 JCTSL.
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 – JCTSL 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 JCTSL 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 JCTSL. In the event that the consent of JCTSL is not received then the change will not be carried out.

c) While approving any change request, if required, JCTSL 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 JCTSL change order which shall not be unreasonably withheld or delayed.

24 LIQUIDATED DAMAGE:

• If the Bidder fails to complete the entire works before the scheduled completion date or the extended date, the JCTSL may without prejudice to any other right or remedy available to the JCTSL 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 JCTSL and/or

  (ii) Terminate the contract or a portion or part of the work thereof. The JCTSL 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 JCTSL.

(iii) However, the Dispute Resolution Committee may relax the whole or part of the LD. The LD would be relaxed only after the bidder has submitted a valid delay reason or other remedial action. However, submission of valid reasons doesn’t give the right to successful bidder for the waiver of LD. The waiving of LD is the sole decision of DRC.

25 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 JCTSL 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 JCTSL (or takes longer period in spite of what the JCTSL may authorize in writing), the JCTSL may terminate the agreement in whole or in part. In addition to above, the JCTSL may at its discretion also take the subsequent actions.

iv) Risk Purchase: In the event the JCTSL 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 JCTSL for any excess costs for such similar services. However, the Successful bidder shall continue performance of the contract to the extent not terminated.

26 FORCE MAJEURE:

The bidder shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on JCTSL.

If a Force Majeure situation arises, the bidder shall promptly notify JCTSL in writing of such conditions and the cause thereof. Unless otherwise directed by

Signature and Seal of the Bidder
JCTSL, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- Explosion or chemical contamination (other than resulting from an act of war);
- Epidemic such as plague;
- Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage, lockdown;
- Strikes, work to rules, go-slow which are widespread, nation-wide, or State-wide and are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing.

27 DISPUTE RESOLUTION:
- JCTSL 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
  1. Officer on Special Duty
  2. Chief Financial Officer
  3. Company Secretary
  4. Zonal Manager
  5. Concerned Chief Manager – Member Secretary
  6. Report the committee shall be placed before the Managing Director, JCTSL and his decision will be finalized and boned to both parties.

28 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.

29 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 / JCTSL has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
30 INTELLECTUAL PROPERTY RIGHTS:

"Intellectual Property Rights ('IPR')" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1. The bidder has to give perpetual license to the JCTSL against the COTS product supplied and the same has to be transferred to the JCTSL at the end of the project period. The customization done over and above the COTS product is the ownership of the JCTSL and the source code for this customization has to be handed over to the JCTSL at the end of the project period, whereas the COTS product software should be handed over to the JCTSL as a perpetual license. Finally the JCTSL will get to use the software along with customization for unlimited period without any additional cost.

2. The IPR of the COTS product remains with the OEM/Bidder whereas the IPR for customization will be held jointly by JCTSL & OEM/Bidder.

3. If JCTSL desires, Further, the bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the bidder, the same shall be acquired in the name of the JCTSL, prior to termination of this Contract and which may be assigned by the JCTSL to the bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the JCTSL.

4. The bidder’s Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the bidder shall keep the JCTSL indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the SI or the bidder’s Team during the course of performance of the Services. In case of any infringement by the bidder’s Team, bidder shall have sole control of the defense and all related settlement negotiations.

5. It is a BOO Project, hence no requirement of transfer assets. The successful bidder will support JCTSL after the contract period for smooth transition of operation to the new vendor, if any, at least 6 months.

31 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 ( JCTSL & 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 Directors, JCTSL and representative of the

Signature and Seal of the Bidder
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.

32 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.

33 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/ NHA 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.

34 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.

35 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.

36 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.

37 RELATIONSHIP BETWEEN PARTIES:

The relationship between JCTSL 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.

38 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. The lowest quoted price should be declared as (L1) bidder:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Rate quoted by the bidder per paisa per ticket inclusive all taxes (in paisa only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Complete Automatic Fare Collection System including all Hardware, Software, Internet, Manpower, Operation and Maintenance of ITMS for entire duration of the contract.</td>
<td>INR .......................................................................................</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>INR .......................................................................................</td>
</tr>
</tbody>
</table>

Note:

1. Above rates to be filled by the bidder per paisa per ticket including all applicable taxes.
2. The minimum ticket guarantee is 5 crores tickets per annum.
39 DRAFT AGREEMENT:

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

BETWEEN

Managing Director, Jaipur City Transport Services Limited (JCTSL), Reg. Off. 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur - 302 015 (hereinafter referred to as "JCTSL", 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 JCTSL and '<NAME>', shall hereinafter be referred to individually as 'Party' and collectively as 'Parties' in this Contract.

WHEREAS
a) The JCTSL, party to the FIRST PART invited RFP vide no. .......... Dated ........2020 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 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

Signature and Seal of the Bidder

[Signature]
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 contest 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 21.
- "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 JCTSL 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 Managing Director, JCTSL, 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.

<table>
<thead>
<tr>
<th>Managing Director,</th>
<th>Authorized Signatory,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reg. Off. 2nd Floor Old Working Women Hostel,</td>
<td>SECOND PART</td>
</tr>
<tr>
<td>Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur – 302 015</td>
<td>NAME:</td>
</tr>
<tr>
<td></td>
<td>DESIGNATION:</td>
</tr>
<tr>
<td></td>
<td>ADDRESS:</td>
</tr>
<tr>
<td></td>
<td>Witnesses:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Witnesses:</td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of the Bidder
40 DEPOTS LOCATIONS:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sanganer</td>
</tr>
<tr>
<td>2.</td>
<td>Todi</td>
</tr>
<tr>
<td>3.</td>
<td>Vidhydhar Nagar B</td>
</tr>
<tr>
<td>4.</td>
<td>Bagrana (Under Development)</td>
</tr>
</tbody>
</table>
Covering Letter for Technical Bid:

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

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 JCTSL 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
Declaration by the Bidder

In relation to my/our Bid submitted to ........................................for procurement of ........................................in 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 JCTSL shall have the right to cancel my bid without prejudice.

Date: ................................... Signature of the Bidder
Place: ................................... Name:
Designation: ................................... Address: ................................... Seal of the Company

Signature and Seal of the Bidder
**Format for “Request for Clarification”**

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

<table>
<thead>
<tr>
<th>Jaipur City Transport Services Limited</th>
<th>Bidders request for clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization submitting the request.</td>
<td></td>
</tr>
<tr>
<td>Name and Designation of person submitting the request.</td>
<td></td>
</tr>
<tr>
<td>Full address of the Organization including Phone/ Fax &amp; e-mail point of contact.</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>FAX</td>
<td></td>
</tr>
<tr>
<td>E Mail Address</td>
<td></td>
</tr>
<tr>
<td>Bidding document reference (s) (page no. &amp; section no.)</td>
<td>Content of RFP requiring clarification</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place:
Date:
Name & Signature:
Company Seal:

Signature and Seal of the Bidder
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 of 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-change/consultant for the contract.
Grievance Redressal during Procurement Process:

The designation and address of the First Appellate Authority is Chairman, JCTSL
The designation and address of the Second Appellate Authority is Secretary, LSG, Jaipur.

(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 of 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.
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

[See Rule 83]
Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature and Seal of the Bidder
Certificate of Conformity / No Deviation

[To be filled by Letter Head of the Bidder]

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

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: 

Signature and Seal of the Bidder
Certificate of Conformity / No Deviation by OEM

[To be filled by each OEM Letter Head in separate]

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

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: ______________________

Signature and Seal of the Bidder

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Manufacturer Authorization Form (MAF)

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

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

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. JCTSL 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: ______________________

Signature and Seal of the Bidder
Undertaking of Authenticity of Equipments

(To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper))

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

Reference: NIB/RFP No.: ___________________________ Dated: __________
This has reference to the items being supplied/ quoted to you vide bid ref. no. __________
dated __________.

We hereby undertake that all the components/ parts/ assembly/ software used in the
equipment shall be genuine, original and new components /parts/ assembly/ software from
respective OEMs of the products and that no refurbished/ duplicate/ second hand
components/ parts/ assembly/ software are being used or shall be used. In respect of
licensed operating system, we undertake that the same shall be supplied along with the
authorized license certificate with our name/logo. Also, that it shall be sourced from the
authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation,
for the equipment already billed, we agree to take back the equipment already supplied at
our cost and return any amount paid to us by you in this regard and that you will have the
right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable
action against us.

All the information furnished in this bid is genuine and correct as per our best knowledge. If
any information is found incorrect or forge, we will be responsible and liable for rejection of
bid.

Authorized Signatory
Name: ___________________________
Designation: ___________________________

Signature and Seal of the Bidder

[Signatures and seals]
Bank Guarantee Format – Bid Security

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

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

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 Jaipur City Transport Services Limited
(hereinafter referred to as “JCTSL”) by a Bank Guarantee from a 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 JCTSL 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 JCTSL of the
said guaranteed amount without any demur, reservation or recourse.

Signature and Seal of the Bidder

[Signature]

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3. We, the aforesaid bank, further agree that the JCTSL 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 JCTSL 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 JCTSL 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 JCTSL 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 JCTSL and it is further declared that it shall not be necessary for the JCTSL 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 JCTSL 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 JCTSL 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.

Signature and Seal of the Bidder
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 count.

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:
WITNESS (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:
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 Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

Managing Director
Reg. Off. 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi, Tonk Road,
Jaipur – 302 015

1. In consideration of the Jaipur City Transport Services Limited (hereinafter called "JCTSL") 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 .................................................dated .................................................made between the JCTSL 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 .................................................(Rupees .................................................only), 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 JCTSL 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 JCTSL. Any such demand made on the bank by the JCTSL 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 JCTSL and us ................................................. (Indicate the name of Bank), bound ourselves with all directions given by JCTSL 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 JCTSL 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.

Signature and Seal of the Bidder
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 JCTSL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the JCTSL 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 JCTSL that the JCTSL 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 JCTSL 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 JCTSL or any indulgence by the JCTSL 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 JCTSL in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the JCTSL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.......................... (Rupees.........................only).

9. It shall not be necessary for the JCTSL 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 JCTSL 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 JCTSL
For and on behalf of the JCTSL

Signature
(Name & Designation)
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 Jaipur City Transport Services Limited (herein after called the 'Owner' or 'JCTSL'), JCTSL being a Company incorporated under the Companies Act, 1956 having its registered office at 2\textsuperscript{nd} Floor Old Working Women Hostel Tonk Road, Rajasthan, India (hereinafter called the "JCTSL") in response to JCTSL 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 JCTSL.

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

AND WHEREAS the PQ bid is being submitted to the JCTSL 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 JCTSL.
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 JCTSL 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 JCTSL.

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:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Project Component/Activity</th>
<th>Roles &amp; Responsibility of Prime Bidder</th>
<th>Roles &amp; Responsibility of Second Member of Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of the Bidder

Page 58
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 JCTSL, 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 JCTSL to the Prime Bidder shall be deemed to have been duly provided to all the members of the consortium.

10. If JCTSL 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 JCTSL on its demand without any demur or contest. The JCTSL shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the JCTSL 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 JCTSL, 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 JCTSL.

12. It is expressly agreed by the Members that all the due payments shall be made by the JCTSL 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.

Signature and Seal of the Bidder

[Signature]

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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 JCTSL.

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.

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

| Common Seal of .................... has been affixed in my/our Second Member presence pursuant to Board of Director’s resolution dated ......................... | For and on behalf of M/s..................... (Second member) |
| 1) Witness | (Signature of authorized representative) Name : Designation: |
| 2) Witness |
Annexure-13

Indicative Bill of Material
(Indicative List of the minimum infrastructure items to be installed under ETM/VTS project)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item's Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Android based ETM Machines</td>
<td>1000</td>
</tr>
<tr>
<td>2</td>
<td>AIS 140 compliance Vehicle Tracking Devices</td>
<td>500</td>
</tr>
<tr>
<td>3</td>
<td>Computer</td>
<td>12</td>
</tr>
<tr>
<td>4</td>
<td>Printer</td>
<td>04</td>
</tr>
<tr>
<td>5</td>
<td>UPS</td>
<td>12 (1 kva)</td>
</tr>
<tr>
<td>6</td>
<td>DC</td>
<td>02</td>
</tr>
<tr>
<td>7</td>
<td>DR</td>
<td>02</td>
</tr>
<tr>
<td>8</td>
<td>Dot Matrix Printer</td>
<td>08</td>
</tr>
<tr>
<td>9</td>
<td>Local Server</td>
<td>04</td>
</tr>
</tbody>
</table>

Note:
1. This is indicative bill of material but not limited, the bidder is responsible for smooth functioning of project.
2. The successful bidder should maintain appropriate stock of spares and sufficient manpower to be deployed at field level to meet SLA criteria.
Technical Specifications of BoM

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/required. Also, the bidder is required to submit the technical compliance statement for all items and required to submit the same on respective OEM's letter-head where MAF is required.

ITEM -1 (VEHICLE LOCATION TRACKING)

<table>
<thead>
<tr>
<th>SNo</th>
<th>Specification as per AIS-140 Specifications</th>
<th>Compliance (Yes/No)</th>
<th>Pg No. where the functionality / specification mentioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Physical Parameters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2   | Protection Class IP 65
Device shall be dust, temperature, vibration, water splash resistant, IP 65 rated or better, tamper proof |
| 3   | Operating Temperature -10 to +55°C                                               |                      |                                                          |
| 4   | GPS Parameters                                                                  |                      |                                                          |
| 5   | GPS Receiver In-built, (optional -2 LED indicators for GSM & GPS connectivity)   |                      |                                                          |
| 6   | Hot Start <5s                                                                    |                      |                                                          |
| 7   | Cold Start <40s                                                                  |                      |                                                          |
| 8   | Warm Start <30s                                                                  |                      |                                                          |
| 9   | Navigation accuracy minimum 2.5 meter CEP or 6 m                                |                      |                                                          |
| 10  | Battery                                                                         |                      |                                                          |
| 11  | Battery type Li-Ion Internal                                                     |                      |                                                          |
| 12  | Backup time 4 hours of normal operations                                        |                      |                                                          |
| 13  | Operational voltage Between 8VDC and 32VDC using vehicle battery input voltage range 12/24Volts. |                      |                                                          |
| 14  | Connectivity                                                                     |                      |                                                          |
| 15  | Type Data, GPS GPRS (Minimum 2G, Preferably 3G/4G/LTE, Multi Slot GPS, Class 10 or above) with multi network switching and Over the Air (OTA) network update |                      |                                                          |
| 16  | GSM Module TCP/IP ; UDP & HTTP                                                   |                      |                                                          |
| 17  | Sensitivity                                                                      |                      |                                                          |
| 18  | Acquisition Sensitivity Minimum(-) 148dBm                                         |                      |                                                          |
| 19  | Tracking Minimum(-) 165dBm                                                       |                      |                                                          |
## RFP FOR SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTATION OF E- TICKETING SYSTEM PROJECT ON BUILD-OWN-OPERATE (BOOT) MODEL FOR 08 YEARS

e-bid No. 09/2020-21

<table>
<thead>
<tr>
<th>SNo</th>
<th>Specification as per AIS-140 Specifications</th>
<th>Compliance (Yes/No)</th>
<th>Pg No. where the functionality / specification mentioned</th>
</tr>
</thead>
<tbody>
<tr>
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<td>I/O s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Digital Inputs</td>
<td>4 or more</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Digital Outputs</td>
<td>4 or more</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Analog Inputs</td>
<td>2 or more</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Serial Communication</td>
<td>1 or more</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Certification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>ARAI Certification</td>
<td>ARAI or equivalent certification from government recognized/notified/approved certification agencies like</td>
<td>1. International Centre for Automotive Technology (ICAT)</td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td>2. Central Institute of Road Transport (CIRT)</td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td>3. Vehicle Research &amp; Development Establishment (VRDE)</td>
</tr>
<tr>
<td>29</td>
<td>Weight and Dimensions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Device Weight</td>
<td>Less than 500 grams</td>
<td></td>
</tr>
</tbody>
</table>

### ITEM - 2 (DESKTOP)

<table>
<thead>
<tr>
<th>SNo.</th>
<th>Specification</th>
<th>Compliance (Yes/No)</th>
<th>Pg No. where the functionality / specification mentioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mandatory ISO 9001 Manufacturer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CPU 6th Gen Intel Core Processor i5-6400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>No of Cores Minimum 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>CPU Speed Minimum 2.70 GHz or higher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Chipset Compatible to supplied CPU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cache Memory Minimum 6 MB L3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Memory Min. 4 GB DDR4 RAM - Upgradable up to 8 GB DDR4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>HDD Min. 500 GB SATA 7200 RPM HDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Monitor Minimum 18.5&quot; Color TFT / WFTFT / LCD / LED Monitor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Keyboard Min. 104 Keys OEM Mechanical Key</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of the Bidder

[Signatures]
<table>
<thead>
<tr>
<th>SNo.</th>
<th>Specification</th>
<th>Compliance (Yes/No)</th>
<th>Pg No. where the functionality / specification mentioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Mouse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Optical Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Cabinet</td>
<td>Micro-ATX/ Desktop</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Ports</td>
<td>Min. 6 USB (2 In front) with 2 number of USB 3.0, 1 Serial, 1 Parallel</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Slots</td>
<td>2 PCI Slots, 1 x PCI Exp 16x Slot, 1 x PCI Exp 1x Slot, HDMI</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Network Features</td>
<td>Integrated 10/100/1000 LAN Card</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Recommended O.S.</td>
<td>Microsoft windows with MS office</td>
<td></td>
</tr>
</tbody>
</table>

**ITEM - 3 (1 KVA UPS)**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Specification</th>
<th>Compliance (Yes/No)</th>
<th>Pg No. where the functionality / specification mentioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STANDARDS</td>
<td>CE Rated</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of UPS</td>
<td>Line Interactive with AVR</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Back Up For 1 Desktop &amp; 1 Thermal Printer</td>
<td>30 Minutes</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>OUTPUT PARAMETERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Capacity</td>
<td>1 KVA / 600 W</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Nominal Voltage</td>
<td>220/230/240 Vac</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Voltage Regulation</td>
<td>+/- 5% (line mode);</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>+/- 10% (battery mode);</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Frequency</td>
<td>50 / 60 Hz</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Frequency Regulation - Free Run (Unsynchronized with bypass)</td>
<td>+/- 1.0Hz</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Frequency Regulation (synchronized with bypass)</td>
<td>50/60Hz±1.0</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Over load capacity</td>
<td>110% - 5min to fault</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>120% - to fault immediately</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>AC-AC Efficiency</td>
<td>&gt;95% line mode;</td>
<td></td>
</tr>
</tbody>
</table>
### ITEM - 4 (LASER PRINTER)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Specification</th>
<th>Compliance (Yes/No)</th>
<th>Pg No. where the functionality / specification mentioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 30 PPM 600 x 600 dpi</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A4, Letter, Legal, Duplex</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>8 MB</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A4, A5, Letter, Legal, Executive</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Windows XP/Vista/7/8/8.1/10 &amp; Linux - Open Source Compatible</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Inter face : IEEE 1284, Complete Parallel Port, 1 high speed USB Port. 2.0 Port</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### ITEM - 5 (INTERNET CONNECTIVITY)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Location Name</th>
<th>No. of Location</th>
<th>Required Connectivity Details</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At Data Center (DC) Site</td>
<td>1</td>
<td>Minimum 10 Mbps Internet Lease Line (ILL) through Primary ISP</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>At Disaster Recovery (DR) Site</td>
<td>1</td>
<td>Minimum 10 Mbps Internet Lease Line (ILL) through Secondary ISP</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>At Data Center (DC) Site</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>At Disaster Recovery (DR) Site</td>
<td></td>
<td>Minimum 10 Mbps Internet Lease Line (ILL) through Secondary ISP</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Connectivity</td>
<td>1</td>
<td>Minimum 10 Mbps MPLS - VPN</td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of the Bidder

Page 65
<table>
<thead>
<tr>
<th>Sr.</th>
<th>Location Name</th>
<th>No. of Location</th>
<th>Required Connectivity Details</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Between DC to DR Site</td>
<td></td>
<td>through Primary / Secondary ISP</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>At Command Control Center (CCC) Site</td>
<td>1</td>
<td>Minimum 10 Mbps Internet Lease Line (ILL) through ISP</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>At Depot Site</td>
<td>4</td>
<td>Minimum 2 Mbps Internet Connectivity from Lease Line / Broadband with Unlimited Data</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>e-SIM for VLT Devices</td>
<td>1000</td>
<td>e-SIM for VLT Devices – 500 sim and for ETIM 1000 3G / 4G /LTE Connectivity from ISP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIM Cards</td>
<td>1000</td>
<td>For ETM Machines</td>
<td></td>
</tr>
</tbody>
</table>

ITEM - 10 (MAN POWER)

Indicative Manpower for maintain & operation of the project for five years:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Type</th>
<th>Qty.</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>01</td>
<td>MCA/BE/BTech (Comp/IT)</td>
<td>03 years or more in ITMS/ VTS/ ITeS related projects.</td>
</tr>
<tr>
<td>2.</td>
<td>System/ Network Admin / Helpdesk</td>
<td>02</td>
<td>PGDCA/BCA or Any Degree/Diploma</td>
<td>01 years or more in relevant filed.</td>
</tr>
<tr>
<td>3.</td>
<td>NoC Team for operation of CCC</td>
<td>02</td>
<td>PGDCA/BCA or Any Degree/Diploma</td>
<td>1 year or more in relevant projects.</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>05</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of the Bidder
ITEM - 11 (Specifications)

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Processor</td>
<td>ARM® Cortex®-A Min. 9 and above Micro Processor based system with 32 bit with minimum 350 MHz speed or equivalent.</td>
</tr>
<tr>
<td>2</td>
<td>Operating System</td>
<td>Linux Kernel 3.0 or higher or Android 4.4 or Higher</td>
</tr>
<tr>
<td></td>
<td></td>
<td>This OS should have strong functionalities having at least the following features:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Capability of multi tasking i.e. forking a child process from main process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Capability of multithreading application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Seizing of a single resource by more than one competing process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Looking of resource (GPRS modem, file) to prevent seizing by another process in case one process is using it.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. Unlocking of resource to allow another process the usage of the resource</td>
</tr>
<tr>
<td></td>
<td></td>
<td>f. Scheduling to allow the usage of single resource by competing processes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>g. Forced unlocking of resource if a process seized it and crashed without freeing it</td>
</tr>
<tr>
<td></td>
<td></td>
<td>h. Capability of upgrading application and configuration data over the air directly from the Backend server.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. In case, any specific software/application is required to programme/configure/manage the devices, the same will be provided free-of-cost.</td>
</tr>
<tr>
<td>3</td>
<td>RAM</td>
<td>Minimum 128 MB RAM.</td>
</tr>
<tr>
<td>4</td>
<td>Flash Memory</td>
<td>Min 256MB FLASH</td>
</tr>
<tr>
<td>5</td>
<td>Extendable Memory</td>
<td>SD/Micro SD card interface (Minimum 4 GB)</td>
</tr>
<tr>
<td>6</td>
<td>Display</td>
<td>Min.5 Inch touch screen display with virtual keypad</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Capable for displaying graphical images/icons.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Display unit should have good readability even during night with proper backlight.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) Display unit should be dust-proof.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e) Display panel should be scratch resistant.</td>
</tr>
<tr>
<td>7</td>
<td>Keypad</td>
<td>Virtual Keypad</td>
</tr>
<tr>
<td>8</td>
<td>Thermal Printer</td>
<td>Touch Screen with soft-keys</td>
</tr>
<tr>
<td>-----</td>
<td>----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Paper Width 57 mm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Paper roll cage of minimum 25 mm to 40 mm.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Printer shall support Thermal paper of 50-60 GSM.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) 384 DOT per line.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e) Ultra fast 2 inch thermal printer with minimum 60 mm/sec speed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>f) Easy paper roll loading mechanism, without using paper-feed-key.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>g) Transparent paper cover.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>h) PAPER OVER sensor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i) PAPER COVER OPEN Sensor</td>
</tr>
<tr>
<td>9</td>
<td>Language</td>
<td>Support multi-language display and printing, including English and Hindi</td>
</tr>
<tr>
<td>10</td>
<td>SAM slots</td>
<td>Minimum of 2 SAM Slots compliant to ISO Standards 7816.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Cryptographic methods for card data security.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Triple DES for key Management with UKPT (Unique Key per Transaction).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) Should support encryption standard including 3DES and AES for smart card reading.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e) Validate EPurse Smart Cards to connect with other modes.</td>
</tr>
<tr>
<td>11</td>
<td>RTC</td>
<td>Inbuilt RTC with battery backup</td>
</tr>
<tr>
<td>12</td>
<td>Communication</td>
<td>a) Wireless Wide Area. GSM/GPRS on 850/900/1800/1900 MHz;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) GPRS modem to suit Indian Frequency band/Bluetooth</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) RS232C Serial Port for PC connectivity an 115K baud rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) USB Port: Type A/Type</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e) Ethernet Port: 10/100/1000 Mbps or Wifi</td>
</tr>
<tr>
<td></td>
<td></td>
<td>f) In built tamper proof SIM Card Holder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>g) GSM signal strength indication in display unit.</td>
</tr>
<tr>
<td>13</td>
<td>Barcode scanner</td>
<td>Support 1D/2D barcode reading, including EAN, UPC, CODE128, ITF25, Data Matrix, Maxi Code, Aztec, QR code, Vericode, PDF417, Ultra code, Code49, etc.</td>
</tr>
<tr>
<td></td>
<td>Battery</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>14</td>
<td>a) Min. 2200mAH along with detachable battery which can be carried by</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the conductor and can be changed at any point.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Quick rechargeable in-built battery charger with over-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>charge/ over-voltage/ overcurrent protection capable to charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>fully within 3 hours.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) CHARGING and BATTERY FULL indications display in machine.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Minimum of 300 full recharge LIFE-CYCLE for BATTERY.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Capable of operating at least 8 hours in operation mode,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>or 72 hours of sleep/power save mode, per single charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>with real time data transfer and smart card read &amp; write facility.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Weight</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Ergonomically designed for easy holding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) ETM should weigh approx. 250 gm to 700 gm with battery and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>thermal paper roll.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Should be tamper proof design for fraud prevention</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Should be a rugged and compact design, water and dust resistance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Design and appearance of the machine should be as</td>
<td></td>
</tr>
<tr>
<td></td>
<td>required by RSRTC.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Minimum of 2SAM Slots compliant to ISO Standards 7816.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Cryptographic methods for card data security.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Triple DES for key Management with UKPT (Unique Key per Transaction)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Should support encryption standard including 3DES and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AES for smart card reading.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Certification (MANDATORY)</td>
<td>EMV Level 1, 2 &amp; 3</td>
</tr>
<tr>
<td></td>
<td>b) CE/FCC or equivalent Certification</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Operating temp.</td>
<td>a) Operational Temperature: 0°C to 50°C</td>
</tr>
<tr>
<td></td>
<td>b) Operational humidity: 40% to 80%</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Contactless Smart Card Reader</td>
<td>a) Inbuilt contactless smart card reader</td>
</tr>
<tr>
<td></td>
<td>b) IEC/ISO 14443A, Type A &amp; B, Sony Felica compliant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Read/ Write Capability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Reading range at least 50mm</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Magnetic Card Readers</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Indications on display</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Others</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Accessories</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>ETM Software Development Kit (SDK)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Warranty</td>
<td></td>
</tr>
</tbody>
</table>

**e) e-purse transaction support**

**Magnetic Card Readers**

Triple Track (Tracks 1, 2, 3), Bi-directional

**Indications on display**

Battery Charge Status, GSM Signal Strength

**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.

**Accessories**

a) Each ETM must be provided with carry bag.

b) AC Charger (working from 160 V to 250 V, 50 Hz)

**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.

**Warranty**

For the complete contract period.

---

Signature and Seal of the Bidder
## CHECK LIST

<table>
<thead>
<tr>
<th>S.N.</th>
<th>PARTICULARS</th>
<th>Page No.</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of firm</td>
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<tr>
<td>2</td>
<td>Address of firm</td>
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<tr>
<td>3</td>
<td>Bid document fee DD / BC</td>
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<td>R S I I I processing fee DD/BC</td>
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<td>Bank</td>
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<td>5</td>
<td>Bid Security DD/ BC/ BG</td>
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<td>6</td>
<td>The Bidders should be Indian Company(s) registered under the Indian Companies Act 1956/ 2013 and should have been in the relevant operation for at least 02 years. (Enclosed: Certificate/ Memorandum)</td>
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<td>7</td>
<td>Consortium up-to two firms (1 Lead + 1 Consortium) are allowed subject to fulfillment of conditions laid down in RFP. The consortium shall not consist of more than two 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 &quot;Prime Bidder&quot; 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.</td>
<td></td>
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</tbody>
</table>
8. Average Annual Turnover of the Prime Bidder from IT/ ITeS/ ITMS/ ITS Services during the last two financial years, i.e., from 2017-18 and 2018-19 (as per the last published audited balance sheets) of the bidder, should be Rs. 2.00 Crs. (Enclosed: CA Certified Audited Balance Sheet)

9. The Prime Bidder and Consortium member shall have average positive net worth in last 02 financial years 2017-18 and 2018-19. (Enclosed: CA Certified Audited Balance Sheet)

10. The Prime bidder or consortium member must have executed one project of minimum Rs. 2.00 Crs. with integration of different modules in ITMS (Intelligent Transport Management System) for any Public Transport undertaking in India under BOO/ BOT/ BOOT/ DBOT during the last five years as on bid publish date. (Enclosed: A relevant copy of Work order or Completion certificate from the client)

11. The Prime Bidder or consortium member must have experience in a single project for implementation of at least 1000 ETIM or 300 VTS devices, and Mobile App based ticketing for any Public Transport undertaking in India during the last five years as on bid publish date. (Enclosed: A relevant copy of Work order or Completion certificate from the client)

12. Bidder (Prime Bidder and/or Consortium Member) should be certified for ISO 9001-2008 or ISO 27001 or CMMI 3 Certification or higher. (Enclosed: Attached Proof)

13. The Prime Bidder (including all consortium members) should not be declared as bankrupt or shall not have any proceeding for bankruptcy or insolvency/ debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices or Non-delivered or non-performance by any Government /JCTSL/ PSU/ Autonomous Body under any Law in India as on date of submission of the Bid.

Documentation Required: An Affidavit on Rs. 500/- stamp paper signed by the Authorized Signatory of the Bidder and
<table>
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<th>Requirement</th>
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<tr>
<td>14</td>
<td>The Bidder should have at least one operational/Maintenance office in Rajasthan</td>
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<tr>
<td>15</td>
<td>The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal.</td>
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<tr>
<td>16</td>
<td>The bidder should have 25 software development, hardware and networking professionals on their rolls.</td>
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<td>17</td>
<td>Covering letter of Technical bid</td>
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<tr>
<td>18</td>
<td>Compliance with the code of integrity and no conflict of interest.</td>
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<td>19</td>
<td>Grievance redressal during procurement process</td>
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<tr>
<td>20</td>
<td>Certificate of conformity/ No deviation</td>
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<tr>
<td>21</td>
<td>Certificate of conformity/ No deviation by OEM</td>
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<tr>
<td>22</td>
<td>Manufacturing Authorization form (MAF)</td>
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<tr>
<td>23</td>
<td>Undertaking of Authority of Equipments</td>
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<tr>
<td>24</td>
<td>Technical specifications of BOM</td>
</tr>
<tr>
<td>25</td>
<td>Upload signed and scanned RFP/NIB</td>
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</tbody>
</table>

**Note:**
Original DD, BC, BG, affidavit on stamp paper submit in sealed envelope and their scanned copy upload on portal.

Signature of bidder